



The Ngaitai Iwi Authority is seeking a mandate to represent Ngaitai (Bay of Plenty) in Treaty settlement negotiations with the Crown.

The Ngaitai Iwi Authority invites all Ngaitai members to attend the following mandate hui:

Date	Location	Venue	Time
Saturday 19 January 2013	Tōrere	Tōrere marae	11.30am- 1.00pm
Friday 25 January 2013	Wellington	Brentwood Motor Inn, 16- 20 Kemp Street, Kilbirnie	4.30pm- 6.30pm
Tuesday 29 January 2013	Hamilton	Comfort Inn, 222 Ulster Street	7.00pm- 9.00pm
Thursday 31 January 2013	Auckland	Airport Gateway Hotel, 206 Kirkbride Road Auckland Airport Mangere	4.30pm- 6.30pm

The purpose of the hui is to provide information about the Ngaitai Iwi Authority, the mandating process and the voting process to mandate the Ngaitai Iwi Authority.

Vote will be by postal ballot or in person at the hui for all members of Ngaitai 18 years and over.

For further information or to register with the Ngaitai Iwi Authority, please contact:

Bettina Maxwell

Office Operation Manager

Ngaitai Iwi Authority

info@ngaitai.iwi.nz or on (07) 315 8485

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

Ngāitai Mandate hui observer report

Iwi	Ngāitai		
Location	Brentwood Motor Inn 16-16/20 Kemp Street, Kilbirnie Wellington		
Date	Friday, 25 January 2013		
Start time	~ 4.30 pm	Finish time	~ 6 pm
Chair	Bettina Maxwell, Yvette Callaghan, Ngāitai Iwi authority (NIA)		
Observer(s)	Casey Haumaha, Andy Mackay (Te Puni Kōkiri, policy)		
Presenter(s)	Yvette Callaghan, Bettina Maxwell		
Attendance	Total of ~ 27 people* , including 2 kaumātua and 2 presenters, and 2 TPK observers. *people were arriving and leaving throughout the hui, so this is an approximate number.		
Purpose	Ngāitai Iwi Authority is seeking a mandate from Ngāitai Iwi members to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty Of Waitangi claims of Ngāitai.		
Agenda	<ul style="list-style-type: none"> • Karakia • Mihimihi • Presentation / Question & Answers • Indicative vote • Casting vote • Karakia whakamutunga 		
Presentation	<p>Karakia- Rangi Davis (Kaumātua) Mihi- Bill Maxwell (Kaumātua)</p> <p>An attendee kaumātua then gave a mihi to the kaumātua and presenters on behalf of the attendees.</p> <p>The presenters provided a PowerPoint presentation to the hui. Ms Maxwell presented slide 1 to 15 and Ms Callaghan presented from slide 16 to the end. Additional comments to the slides are recorded under the corresponding slide title:</p>		

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

Slide 4- Steps involved in Negotiation and settlement

The presenter explained that Ngāitai are at the mandating stage in relation to the negotiation timeline.

Slide 5- What is a Mandate?

The presenter explained that the purpose of this meeting is to get a mandate to represent Ngāitai in Treaty settlements with the Crown. The presenter made it clear that the claimant group also includes those present at the hui.

The presenter explained the limits of the mandate and stressed that Ngāitai iwi have the final say as to whether the draft Deed of Settlement is accepted.

Slide 6- Who will be covered by the Mandate?

The presenter made it clear that if attendees can whakapapa to Ngāitai iwi that is defined in the claimant definition, then attendees are covered by the mandate.

Slide 8- Eligibility to vote and voting process

The presenter explained that any members of Ngāitai, whether registered or not, are able to vote. If attendees wish to vote, then whakapapa will need to be confirmed. Kaumātua were present to confirm whakapapa to allow attendees to vote at the end of the hui. Details of the Ngāitai Iwi Authority were also available for attendees to contact the office.

Slide 9- Voting on the Mandate Proposal

The presenter explained the contents of the voting pack and also explained that the Wellington hui is the first of four hui. The presenter also noted the location of the other three hui and the presentation will also be available at other hui.

The presenter explained that the returning officer (who was not present at the hui) will receive the votes directly. Presenters will not see the votes.

Slide 10- About the Ngāitai Iwi Authority

The presenter explained that the Ngāitai Iwi Authority was formed to represent Ngāitai on important matters and is a Charitable Trust.

Slide 13- Additional Information of the Mandated Body

The presenter explained that in 1987, Ngāitai were considered as the other hapū of Te Whakatōhea or Te Whānau ā-Āpanui. However Ngāitai Iwi Authority has helped to recognise the autonomy of Ngāitai Iwi. Other

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

successes were mentioned in the slides.

The presenter explained that in 2000, 500 hectares were purchased by the Ngāitai Iwi Authority. The presenter noted that this area will be part of the discussions of the claim.

Slide 14- Guiding Principles

The presenter noted that the return of the land is also mentioned in the claim Wai 78.

Slide 15- Negotiation Structure

The presenter explained the negotiation structure. The presenter noted that iwi members will appoint the Trustees and the Trustees will appoint the Negotiators.

Slide 16- Negotiation Structure Decision Making

The presenter explained that the decisions regarding the settlement will be guided by Ngāitai tikanga. The presenter explained that further hui throughout negotiations will be held to keep people informed.

The presenter also reiterated that the Ngāitai Iwi Authority cannot do anything without the approval of the Ngāitai iwi members and the negotiators will be accountable to the people as well.

Slide 17- Negotiation Structure Representation

The presenter explained that negotiators can be replaced through a resolution. The presenter explained that two negotiators will be appointed from Ngāitai iwi and one negotiator will be a specialist in negotiations.

The presenter noted that there will be monthly reporting.

The presenter noted that if members of Ngāitai iwi are not satisfied, at any time a dispute resolution process will be followed. The dispute resolution process is contained in the Trust Deed.

The presenter explained that the Trust Deed is on the Ngāitai website which is currently being updated.

Slide 18- Negotiation Structure Accountability

The presenter explained the reporting process back to the people and noted that through coming back through the Ngāitai Iwi Authority, people are able to provide input into decisions.

Slide 19- Negotiation Structure "Dispute Resolution"

The presenter explained the dispute resolution process and noted that a resolution at a hui-a-iwi will be final and binding on the Ngāitai Iwi Authority. This is taken and

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>guided by the Trust Deed.</p> <p><u>Slide 20- Ngāitai TOW Historical Claim Wai 78</u></p> <p>The presenter explained that Wai 78 is the claim with the Waitangi Tribunal.</p> <p><u>Slide 21- Historical and Contemporary Boundaries of Tōrere</u></p> <p>The presenter referred to the illustration on the slide and explained that the blue line illustrates the boundaries of Tōrere from the kaumātua’s knowledge and perspective.</p> <p>The presenter then explained that the red line illustrates what the Crown considers to be the area interest. She explained that this is what is described as the contemporary boundary of Tōrere. The green line illustrates the area related to the Wai 78 claim.</p> <p><u>Slide 22- Our Historical Treaty Claim- Wai 78</u></p> <p>The presenter explained that the claim is public information and members of the public can request a copy of the Statement of Claim.</p> <p><u>Slide 23- Claim progress so far...</u></p> <p>The presenter explained that the Crown developed a Government Share Offer (GSO) process and Ngāitai participated in the process to progress the mandate strategy.</p> <p>The presenter explained that no submissions were received however after the submission period ended an iwi member from Australia made a submission. The submission was tabled with the Ngāitai Iwi Authority even though it was outside of the submission period. The presenter noted that they are still improving on communication.</p> <p><u>Slide 25- Thank you</u></p> <p>It was explained that if there is a positive vote, a Deed of Mandate will be submitted to the Crown and a submission period will be held on the Deed of Mandate.</p> <p>Following the slide presentation, an indicative vote was taken to assess the level of support for giving the mandate to NIA:</p> <p>Yes: 21- No: 0</p> <p>This vote does not include the 2 presenters and 2 kaumātua.</p>
<p>Questions and</p>	<p>Questions were asked and answered after the presentation. Below is a summary of questions and</p>

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

comments	<p>comments.</p> <p>Question 1: An attendee asked about the blue line on the map (slide 21). He noted that Ngāitai whenua extends down to Te Whānau ā-Āpanui and Te Whakatōhea and questioned how Ngāitai could make a commitment and agreement when another iwi has tangata whenua there.</p> <p>Answer: Ms Callaghan explained that there are overlapping boundaries with other iwi. She noted that it is about evidence and consultation with other iwi.</p> <p>Ms Maxwell also explained that there have been discussions with Te Whakatōhea, and the Ngāitai Iwi Authority is yet to start discussions with Te whānau ā-Āpanui.</p> <p>Mr Maxwell explained the boundary of Ngāitai and the raupatu that occurred. He acknowledged the relationship between Te Whakatōhea and Ngāitai. He provided whakapapa connections to Te Whakatōhea and Te Whānau ā-Āpanui.</p> <p>Mr Maxwell explained that the main thing is to get the mandate from the people for the Ngāitai Iwi Authority. Mr Maxwell also noted that it took a long time for the government to acknowledge that Ngāitai should be negotiated as a separate settlement.</p>
Resolution(s)	Ngāitai Iwi Authority is seeking a mandate from Ngāitai Iwi members to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty Of Waitangi claims of Ngāitai
Voting process	<ul style="list-style-type: none"> - By postal ballot or secret ballot - Registered or non registered people
Voting result	Results will be published by 23 February 2013
Other comments	<ul style="list-style-type: none"> • Crown observers were introduced as independent observers vat the hui. • Attendees were able to vote at the hui • A copy of the presentation was handed out and available for attendees • The returning officer was not present at the hui. • An indicative vote was held. • The indicative vote was counted by the kaumātua and presenters.

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

NGĀITAI MANDATE HUI OBSERVERS REPORT

Iwi/Hapū	Ngāitai		
Location	Southern Cross Comfort Inn 222 Ulster St HAMILTON		
Date	Tuesday 29 January 2013		
Start time	~7.00pm	Finish time	~ 8.35pm
Chair	Bill Maxwell		
Observer	Naomi Solomon (Te Puni Kōkiri, Policy)		
Presenter	Bettina Maxwell, Ngāitai Iwi Authority (NIA) Yvette Callaghan, Ngāitai Iwi Authority		
Attendance	1 TPK Observer, 2 Returning Officers, 4 NIA members (Rangi Davis, Bill Maxwell, Bettina Maxwell, Yvette Callaghan), ~11 attendees. There was an attendance register available for Ngāitai members and the presenter asked that all attendees sign in. The TPK observer was introduced and her role explained.		
Purpose	For the Ngāitai Iwi Authority to seek a mandate from Ngāitai Iwi members to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty of Waitangi claims of Ngāitai.		
Agenda	<ul style="list-style-type: none"> • Karakia • Mihimihi • PowerPoint Presentation • Questions and Answers • Indicative Vote • Casting Vote 		
Presentation	<p>The presenter followed the PowerPoint presentation closely. Additional comments are noted below under the corresponding slide number:</p> <p>Bettina Maxwell presented slides 1-14.</p> <p><u>Slide 2</u> The presenter let attendees know that they could cast their vote at the hui.</p> <p><u>Slide 3</u> The presenter made the attendees aware that whānau members have asked NIA to take on their claims in this process which they are happy to do.</p>		

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

Slide 4

The presenter explained that Ngāitai is at the beginning of the settlement process and that NIA is asking Ngāitai iwi members if NIA can represent Ngāitai in the Treaty Settlement process.

Slide 5

The presenter explained that the Claimant Group is Ngāitai and the Representative Body is NIA. The presenter noted that NIA will act on behalf of Ngāitai iwi members.

Slide 6

The Presenter explained that the hui is about seeking permission for NIA to progress the Ngāitai Treaty Settlement forward.

Slide 7

The presenter explained voting eligibility, that attendees could cast their vote at the hui or if they were not registered that they could cast a special vote at the hui, or they could register and a voting form would be sent out to them.

Contact details for where further info could be obtained were provided.

Slide 8

The presenter noted that the information booklet had the wrong address for this hui – i.e. 22 Ulster St instead of 222 Ulster St. The presenter then noted the four hui dates and venues and also that the NIA AGM would be held at Tōrere Marae after the mandate hui. The voting process was then explained.

Slide 12

The presenter explained the NIA organisational structure diagram and noted that the housing and fishing companies fall under the economic development branch.

Slide 13

One of the Kaumātua explained that Ngāitai battled with the Crown to be recognised as an iwi in their own right – not a hapū of Whakatōhea.

Yvette Callaghan presented slides 15 onwards.

Slide 15

The presenter explained the negotiation structure diagram and reiterated that NIA does the mahi but the iwi makes the final

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

decision.

Slide 16

The presenter explained that the Trust Deed is a guide that NIA often refer to. The presenter also noted that any offer that is made to NIA will be presented back to the iwi to decide on. The presenter also noted that any direction and advice that NIA provides to the negotiators will be what is filtered through them from iwi members

Slide 17

The presenter noted that NIA would be looking for negotiators (2 from iwi and 1 specialist) if successful. The presenter explained that there is a dispute resolution process available and that any iwi member can call a hui-a-iwi. The process for doing this was then explained.

Slide 18

The presenter explained that NIA held the mandate for the fisheries claim in 2006 but that this process is about Ngāitai's historical claim. The presenter explained that the Crown asked NIA to go through this mandating process so that the iwi is aware that this mandate is for the historical claim.

The presenter then explained that a PSGE would have to be formed to receive settlement assets and that a series of ratification hui would have to be held.

Slide 21

The presenter explained the map noting that the blue line is Ngāitai's historical boundary, that the red line is the contemporary boundary and that the green square is the area that WAI78 relates to.

Slide 22

The presenter noted that Tōrere 63 is a result of the Native Land Court process but that this block of land does not exist on maorilandonline.govt.nz. The presenter then explained that the Crown will only accept one body to act on behalf of the iwi and this means that NIA is willing to take on any other historical Treaty issues relating to Ngāitai that iwi members want addressed by the Crown.

Slide 23

The presenter noted that the mandate strategy was placed on the OTS and TPK websites with no opposition but then one late

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>submission was received from a whānau member in Australia. This submission did not contain any major issues and NIA is currently working though the concerns raised in the submission. The presenter also noted that there would be another two week period for iwi members to make submissions on the Deed of Mandate.</p>								
Questions and comments	<p>The returning officer commented that 13% of the voting papers had been returned to date.</p> <p>Q1: Is there a hui in Rotorua? A1: No.</p> <p>An indicative vote was taken to assess the level of support for giving the mandate to NIA:</p> <table border="1"> <tr> <td>Āe/Yes</td> <td>8</td> </tr> <tr> <td>Kāo/No</td> <td>0</td> </tr> <tr> <td>Abstain</td> <td>1*</td> </tr> <tr> <td>Total</td> <td>9**</td> </tr> </table> <p>* 1 attendee was a spouse of a Ngāitai member so did not vote. ** 2 attendees left the hui prior to the indicative vote.</p>	Āe/Yes	8	Kāo/No	0	Abstain	1*	Total	9**
Āe/Yes	8								
Kāo/No	0								
Abstain	1*								
Total	9**								
Resolutions	<p>Ngāitai Iwi Authority is seeking a mandate from Ngāitai Iwi members to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty of Waitangi claims of Ngāitai.</p>								
Voting process	<p>Postal ballot or in person at the hui.</p>								
Voting result	<p>Results will be published by 23 February 2013</p>								
Other comments	<p>There were registration and voting forms available at the hui. The Returning Officer manned the ballot box. Copies of the presentation were available and offered to all attendees.</p> <p>The hui was run in a transparent manner and attendees were encouraged to ask questions. Attendees seemed satisfied with the information provided at the hui.</p>								

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

Ngāitai Mandate hui observer report

Iwi	Ngāitai		
Location	Airport Gateway Hotel 206 Kirkbride Road Māngere, AUCKLAND		
Date	Thursday, 31 January 2013		
Start time	4.45 pm	Finish time	6.45 pm
Chair	Rev. Bettina Maxwell and Yvette Callaghan, Ngāitai Iwi Authority		
Observer(s)	Nancy Watters (Te Puni Kōkiri, Policy)		
Presenter(s)	Rev. Bettina Maxwell and Yvette Callaghan		
Attendance	Total of 18 people* , including two kaumātua, two presenters, and 1 TPK observer. *people were arriving and leaving throughout the hui, so this is an approximate number.		
Purpose	Ngāitai Iwi Authority is seeking the mandate from Ngāitai Iwi members to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty of Waitangi claims of Ngāitai.		
Agenda	<ul style="list-style-type: none"> • Karakia • Mihimihi • Presentation / Question & Answers • Indicative vote • Casting vote • Karakia whakamutunga 		
Presentation	<p>Karakia - Bill Maxwell (Kaumātua) Mihi – Rangi Davis (Kaumātua)</p> <p>An attendee kaumātua then gave a mihi to the kaumātua and presenters on behalf of the attendees.</p> <p>The presenters provided a PowerPoint presentation to the hui. Rev. Maxwell presented slides one to 14 and Ms Callaghan presented from slide 15 to the end. Additional comments to the slides are recorded under the corresponding slide title.</p>		

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

Slide 4 - Steps involved in Negotiation and Settlement

The presenter explained that mandating is where Ngāitai is at.

Slide 5 - What is a Mandate?

The presenter explained that this is what the Ngāitai Iwi Authority is seeking.

Slide 9 - Voting on the Mandate Proposal

The presenter explained what was included in the voting pack; that hui had been held in Wellington last Friday, Hamilton on Tuesday, here today; and the final hui would be at home on Saturday at Tōreere.

Slide 10 - About the Ngāitai Iwi Authority

The presenter explained that hui had given the Ngāitai Iwi Authority to represent Ngāitai locally, nationally and internationally.

Slide 13 - Additional Information of the Mandated Body

The presenter explained the various activities undertaken by the Ngāitai Iwi Authority including hauora and administration. The presenter explained how Ngāitai had been perceived as a third wheel of Te Whānau ā Apanui or an off-shoot of Whakatōhea but the Ngāitai Iwi Authority had managed to get recognition from the government to recognise Ngāitai as an iwi in its own right.

The presenter described the Te Hinahina o Te Rangimārie Housing Project and how 24 homes had been built with an interest free loan from the government. This is highly unusual so that was a bonus for Ngāitai Iwi Authority.

Slide 17- Negotiation Structure Representation

The presenter explained that the Ngāitai Iwi Authority would like to appoint two negotiators from within the iwi but was open to appointing an outsider as best person for the role.

Slide 21 - Historical and Contemporary Boundaries of Tōreere

The presenter explained that:

- the blue line was where the historic boundaries of Ngāitai were according to kaumātua;
- the red line is where the Crown considers Ngāitai's area of interest covers; and
- the green line relates to the Wai 78 claim.

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>Slide 23 - Claim Progress so far...</p> <p>The presenter explained that after the cut off date, an opposing submission from whānau living in Australia had been received. The Ngāitai Iwi Authority acknowledged that there was a need to improve communication to whānau.</p> <p>The presenter then asked if there were any questions which are outlined below.</p> <p>During question time John Tapiata introduced himself as the independent returning officer and advised that of 1500 voting packs that had been sent out, there had been about 200 returns so far with most being in favour. He encouraged whānau to register to vote and to encourage other whānau to do so.</p> <p>Following questions and answers, an indicative vote was taken. Those who raised their hands indicated they were in favour of the mandate being given to Ngāitai Iwi authority. There were no hands raised in opposition.</p>
<p>Questions and comments</p>	<p>Questions were asked and answered after the presentation. Below is a summary of questions and comments.</p> <p>Q1: An attendee asked if the claim was being settled around Wai 78 only.</p> <p>The presenter explained that the extent of Ngāitai's claim includes the area out to the blue line as the claim originates from the consolidation of the land blocks in the Native Land Court. The area of land that went into the Native Land Court decreased after the consolidation. Some land (Tōrere 53) was taken to pay for survey costs and rates.</p> <p>Q2: The attendee asked if there was proof of this.</p> <p>The presenter responded that there are court minutes and references that support the claim.</p> <p>The kaumātua explained the whakapapa of Ngāitai and inter-marriage with Whakatōhea and Te Whānau ā Apanui to clarify why the claim went out to the blue line.</p> <p>Q3: An attendee asked if there was a percentage needed to be reached for OTS to be satisfied with the mandating process.</p> <p>The presenter explained that there is a threshold but the Crown hasn't stated what it is. The presenter state that it is about getting majority support so Ngāitai is attempting to contact as many of the iwi as possible, although about 100 voting packs had been returned, because they were</p>

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

sent to the wrong address. The presenter encouraged whānau to use their networks and contact the office for extra voting packs if required as it is important that the iwi be informed. The Crown will look at opposing submissions and there may be directions resulting from that.

There was comment from an attendee that if it is about having the best people for the job, the iwi register may indicate suitably qualified people who may be able to volunteer their services as the attendee was mindful of what had happened to Ngāi Tai ki Tāmaki being subsumed by the bigger Auckland iwi.

Q4: An attendee asked how often the trustees would be meeting.

A4: The presenter explained that it would be on a weekly basis.

Q5: An attendee asked if the information could be posted on the website.

A5: The presenter explained that it would be there by the end of the week.

Q6: An attendee asked if the trustees were strong enough, or if Ngāitai was strong enough, to pursue the claim given that there were plenty of Ngāitai iwi members living in Auckland who should have attended the hui.

A6: The presenter explained that the trustees consider they are strong enough and that back home, 95% of iwi had supported them previously but they hadn't taken it forward until now.

Q7: An attendee asked when the claims would all be settled.

A7: The presenter explained that the claim had been going on for 25 years now but that there was hope the mandate would be in place by the end of February so that Ngāitai could enter into negotiations and ideally would be in a position to have a deed of settlement ready for ratification by the AGM next year. The presenter stated she was aware of another small iwi who had completed the whole process within seven months.

Q8: An attendee asked if information about the steps involved in the negotiation process could be posted on the website.

A8: The presenter agreed to do this.

Q9: An attendee asked for clarification as to where

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>the blue line ends and if the tribes on either side recognise the boundaries.</p> <p>A9: The presenter responded the blue line goes down to Māngatu/Gisborne and that tribes on either side recognised the red line as the boundary or within it so there is some overlapping areas.</p> <p>Q10: An attendee asked if OTS has someone to support the negotiating team.</p> <p>A10: The presenter responded that OTS has advisers that will work with the iwi as well as the Crown and that Ngāitai has received good support from TPK. It was the government share offer process that motivated the trustees to pick up the claim and get it moving along.</p> <p>Q11: An attendee commented that there was nothing in the material about seeking an apology from the Crown.</p> <p>A11: The presenter responded that this was a normal part of the process but that the iwi could specifically ask for this.</p> <p>Q12: An attendee asked if there were any lakes and rivers within the boundaries.</p> <p>A12: The presenter responded that there were small tributaries but no lakes.</p>
Resolution(s)	Ngāitai Iwi Authority is seeking a mandate from Ngāitai Iwi members to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty Of Waitangi claims of Ngaitai
Voting process	<ul style="list-style-type: none"> - By postal ballot or secret ballot in person at the hui. - Registered or non registered people can cast a vote. - An indicative vote was taken at the hui.
Voting result	Results will be published by 23 February 2013
Other comments	<ul style="list-style-type: none"> • The Crown observer was introduced and the role explained at the hui. • Attendees were able to vote at the hui. • A copy of the presentation was handed out and available for attendees. • The returning officer was present at the hui. • An indicative vote was held.

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

Ngāitai Mandate hui observer report

Iwi	Ngāitai		
Location	Tōrere Marae State Highway 35 Tōrere		
Date	Saturday, 2 February 2013		
Start time	1.32 pm	Finish time	4.01 pm
Chair	Yvette Callaghan		
Observer(s)	Ngawa Hall – Te Puni Kōkiri Te Moana a Toi Huia MacDonald – Te Puni Kōkiri Te Moana a Toi		
Presenter(s)	Bettina Maxwell (slide 1-17) Yvette Callaghan (slide 18-25)		
Attendance	Total of ~ 46 people* , including 2 TPK observers, 6 Ngāitai Trustees and team, returning officer and 2 tamariki. Independent Returning Officer: John Tapiata *people were arriving and leaving throughout the hui, so this is an approximate number.		
Purpose	To give Ngāitai Iwi Authority (NIA) the mandate to act on behalf of Ngāitai Iwi to negotiate Treaty Settlements with the Crown.		
Agenda	<ul style="list-style-type: none"> • Karakia - Bill Maxwell • Mihimihi – Rangi Davis • Presentation / Question & Answers • Indicative vote • Karakia whakamutunga 		
Presentation	<p><u>Introduction:</u></p> <p>Rangi Davis and Bill Maxwell explained that NIA have been to Wellington, Hamilton and Auckland to give the presentation. They provided the whakapapa of Ngāitai and stated that they support the presentation.</p> <p>The presenters closely followed the PowerPoint presentation. Additional comments are noted below under the corresponding slide number.</p>		

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

Slide 4: Steps involved in Negotiation and settlement

The presenter explained that they were at the mandating stage now.

Slide 5: What is a Mandate?

The presenter explained that the claimant means the people and the authority is NIA.

Slide 8: Eligibility to vote and voting process

The presenter explained that as long as an individual whakapapa to Ngāitai through Manaakiao and Torere Nui A Rua, they can vote.

Slide 9: Voting on the Mandate Proposal

The presenter explained that a register form was available for Ngāitai iwi members to register.

Slide 11: Trustees

The presenter explained that the Chair was nominated in 2012.

Slide 13: Additional Information of the Mandated Body

The presenter explained that the first mandate achieved recognition of Ngāitai in their own right. It was explained that Takaputahi is approximately 28,000 acres. the block was surveyed in 1880 and Ngāitai lost a lot of land. In 2000, approximately 5,000 acres of land were purchased back.

Slide 14: Guiding Principles

The presenter explained that Ngāitai is one of the few iwi in the motu who still owns approximately 80% of its land.

Slide 15: Negotiation Structure

The presenter explained that Trustees will be elected for a term of 2 to 3 years. She added that iwi members will also decide who the negotiators might be.

Slide 16: Negotiation Structure Decision Making

The presenter explained that Ngāitai koroua will be the advisors on tikanga and kawa.

Slide 17: Negotiation Structure Representation

The presenter explained that two negotiators will be called by the iwi and one specialist.

Slide 18: Negotiation Structure Accountability

The presenter explained that NIA was asking Ngāitai members to vote/confirm NIA as the mandated body.

Slide 21: Historical and Contemporary Boundaries of

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p><u>Tōrere</u></p> <p>The presenter explained that the red line represents Ngāitai's contemporary boundaries and the green line represents the claim under Wai 78.</p> <p><u>Slide 22: Our Historical Treaty Claim- Wai 78</u></p> <p>The presenter explained that a formal apology from the Crown will be considered during negotiations.</p>
<p>Questions and comments</p>	<p>Questions were asked and answered during and after the presentation. Below is a summary of questions and comments.</p> <p>Q1. An attendee asked if they can you vote if they are not registered.</p> <p>A1. Yes.</p> <p>Q2. An attendee asked if a specific percentage of votes was required for the mandate to be approved.</p> <p>A2. The presenter answered no, as far as she knows.</p> <p>Q3. An attendee asked if all those people that registered a long time ago could still vote and if people outside of the rohe could also vote.</p> <p>A3. The presenter explained that registrations were sent outside of the rohe.</p> <p>Q4. An attendee asked if iwi members outside the rohe could start their own Ngāitai iwi.</p> <p>A4. The presenter replied that Ngāitai covers all people who whakapapa to Ngāitai, wherever they live.</p> <p>Q5. An attendee asked if NIA needs a specific number of votes to move forward.</p> <p>A5. The presenter replied that the Office of Treaty Settlements determines the numbers.</p> <p>Comment from attendee: People are confused. I think people need to be clear this is about the mandate only.</p> <p>Q6. An attendee asked who will appoint negotiators.</p> <p>A6. The presenter replied that iwi members will.</p> <p>Q7. An attendee asked if there were criteria for selecting the negotiators.</p> <p>A7. The presenter replied not at this time. But by the time the mandating process is finished, they will, with the assistance of Te Puni Kōkiri and Willie Te Aho.</p> <p>Q8. An attendee noted that in some cases according to requirements the positions are advertised. The attendee</p>

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>asked if this would be the case.</p> <p>A8. The presenter replied yes.</p> <p>Comment from attendee: The iwi should have ultimate responsibility.</p> <p>Response: Yes and NIA are asking the iwi to give them the mandate to represent the iwi.</p> <p>Comment from attendee: I would like the Deed of Mandate include a clause stating that NIA must come back to iwi for final decision. I am very concerned about who has ultimate responsibility.</p> <p>Response: The Crown sees the mandated group as the group who have ultimate responsibility.</p> <p>Q9. An attendee asked if NIA has considered an LNG that may include Whakatōhea.</p> <p>A9. The presenter stated that Whakatōhea are not ready at this stage.</p> <p>Comment from attendee: Whakatōhea consider Ngāitai as part of their LNG.</p> <p>Q10. An attendee asked if NIA has stated to the Crown that Ngāitai is an LNG.</p> <p>A10. The presenter noted that the Crown had approached Ngāitai.</p> <p>Comment from attendee: In 2009 we stated that Ngāitai were an LNG. The Crown at that time said LNG included Te Whānau Apanui and Whakatōhea. Ngāitai stated to the Crown we were our own LNG.</p> <p>Q11. An attendee asked if the Deed of Mandate can specify a timeframe for coming back to the people to report, for example bi-monthly.</p> <p>A11. The presenter replied that NIA will consider this.</p> <p>Q12. An attendee asked if NIA has thought about external disputes outside of the claim and dispute resolution.</p> <p>A12. The presenter replied not at this stage.</p> <p>Q13. An attendee asked if NIA Trustees are going to be the board.</p> <p>A13. The presenter referred to the previous slide and confirmed that they will be the board.</p> <p>Q14. The attendee asked for clarification that the purpose of the hui was not to nominate people to the board.</p> <p>A14. The presenter confirmed it was not the purpose of</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>the hui.</p> <p>Q15. An attendee asked if NIA did not already receive a mandate in 1987.</p> <p>A15. The presenter confirmed it was correct.</p> <p>Comment from NIA: Really what were doing is re-confirming that decision in 1987.</p> <p>Comment from attendee: the attendee stated they were working with NIA in 1990 and met Gary Dyall. One of the issues then was the Ngāitai Iwi group and the legitimacy of the claim. The attendee referred to three land blocks (Wai178) that have shareholders and asked if NIA have their descendants' support.</p> <p>Response: This claim is Wai 78 not Wai178. We will go over this later.</p> <p>Q16. An attendee asked what the process is for engaging with original owners of those blocks.</p> <p>A16. The presenter replied that they will undertake research first.</p> <p>Comment from attendee: I think you are putting the cart before the horse. I think you need to appoint researchers first than come back for this mandate.</p> <p>Comment from attendee: Any whānau can put a claim in. It appears there are some that are still feeling aggrieved. I think these groups can be part of the LNG. I don't agree that this is the cart before the horse. I think this current process will allow those whānau to do their research. They do not have the resources to do it themselves. This is just the beginning we need to move now. He referred to Whakatōhea who are still not yet mandated. We need to work collectively or we are not going to get anywhere.</p> <p>Comment from attendee: We are opening ourselves up for more grievances. Whānau have a right to seek redress perhaps through Crown Forest. You are asking NIA to be authorised to manage a claim that involves individual owners. Suggest this process is halted until the original owners do their research. We need to identify the original owners.</p> <p>Comment from attendee: Treaty of Waitangi started 1840. This claim is about land that was owned by all Ngāitai at that time. I tautoko us moving forward.</p> <p>Q17. An attendee asked what the submission period advertised for the mandate strategy was and how it was that disseminated.</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>A17. The presenter replied that a hui a iwi was held here. Comment: I didn't see that but didn't realise the significance of it otherwise I would have come.</p> <p>Q18. An attendee asked how this process will be funded.</p> <p>A18. The presenter replied that the Crown has some funding through OTS.</p> <p>Q19. An attendee asked for clarification between the settlement of Wai 78 and comprehensive settlement.</p> <p>A19. The presenter explained that the settlement will be comprehensive as Ngāitai can add to Wai 78 during negotiations.</p> <p>Q20. We formed a global group for Ngāitai around the motu and internationally. Our kaupapa has been wider environmental etc. We have been doing 4 years of research on other areas that Ngāitai have interests in, for example up north. Where do we fit in your process?</p> <p>A20: The presenter stated NIA wasn't aware of this group but yes, they could fit all in.</p> <p>Comment from attendee: Support that we use all out resources.</p> <p>Comment from attendee: Claim should include a lot more than just whenua e.g. education, justice, social services, health, environment etc. it is an opportunity to strengthen cultural base.</p> <p>Comment from attendee: In the negotiations with the Crown, the mana belongs with the iwi. Start negotiating for gold bullion.</p> <p>Comment from attendee: Thanked returning officer. All we are doing is confirming a mandate that was given in 1998. We hope you support this kaupapa.</p> <p>Q21. An attendee asked what percentage the board was looking at to get this passed and if they were happy with 50 – 51%.</p> <p>A21. The presenter replied that NIA were looking for a majority.</p> <p>The Returning Officer explained that approximately 1400 voting papers were sent out, 100 were returned for incorrect addresses and 30-40% have not come back. The results will be based on the number of votes received. The Crown has not identified a specific percentage of yes votes.</p> <p>Q22. An attendee asked if NIA wanted the hui to set a percentage. The attendee referred to other iwi who did</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>not get through on 50-51% and it was important to stipulate what was acceptable to Ngāitai.</p> <p>A22. The presenter agreed to look into that.</p> <p>Comment from attendee: I live in Raukawa, I got some information but my sisters who live here got nothing. I support the kōrero today and would like us to get on with it.</p> <p>In reference to the map showing the overlap with Whakatōhea and Tūhoe, Bill Maxwell gave an explanation on the history of the Ngāitai iwi through the Tupuna.</p> <p>Q23. An attendee asked if the blue line on the sea side was determined by the Crown.</p> <p>A23. The presenter replied that those are Ngāitai historical boundaries.</p> <p>Q24. An attendee asked if Ngāitai were claiming interests over Whakaari (White Island).</p> <p>A24. The presenter replied that the island belongs to everyone.</p> <p>Comment from attendee: The attendee suggested that Ngāitai should extend its claim to the ocean and to the island, for protection.</p> <p>Comment from attendee: Support and recommend the establishment of a strategic planning committee to get involved in this process and mahi.</p> <p>Response: The presenter accepted the offer and stated that NIA need all the support they can get.</p> <p>Q25. An attendee asked for clarification about the Government Share offer programme.</p> <p>A25. It was explained that a hui in August took place in Gisborne talking about government shares for sale in power companies. The message from the Crown was finish your claim quickly and there may be an opportunity to buy shares. Ngāitai have advised that our priority was our claim.</p> <p>Comment from attendee: I support the Ngāitai stance.</p> <p>Q26. An attendee suggested that the hui should set the percentage required for NIA to accept the result of the mandating process.</p> <p>A26. The presenter asked if someone in the hui was going to move that.</p> <p>Q27. In relation to land owners who feel aggrieved, an</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

attendee asked if NIA will meet with them.

A27. The presenter accepted and stated that NIA doesn't currently know who they are, but once they find out, they will.

Comment from attendee: I recall a discussion in 1990, I think those owners are known.

Q28. An attendee asked if iwi members will be informed of the results of all mandate hui.

A28. The presenter confirmed this was correct and noted that a report will be forwarded to members once NIA receive reports from independent observers.

Q29. An attendee asked what would happen with those people who vote today and then move overseas or somewhere else tomorrow.

A29. The presenter replied that not much could be done about what other people do.

Comment from attendee: I will be telling all my whānau about this hui. What I want to know is what happens once you get your mandate and what the timeframes will be.

Response: It is noted in the presentation.

Comment from one NIA Trustee: I stand as an uri of Ngāitai. I don't think that it is fair that a few people should be driving this process and personally I do not have the time or skills to drive this process. I suggest a working party be formed, so we all drive this.

Q30. An attendee asked how many of the board will be focussing on this mahi.

A30: The presenter replied at the moment, two members from the Board who will support the drive forward with others.

Comment from attendee: In relation to land owners, if they get legal advice we must not open ourselves up to any risk.

Q31. In relation to special votes, an attendee asked if there is a different voting paper for those not registered.

A31. It was explained that special votes are determined by a separate reference number.

Q32. An attendee asked about timeframes.

A32. The presenter explained that the Crown is looking to have the Deed of Mandate finalised by mid February. The Crown has a hidden agenda i.e. share offers in power

This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.

	<p>companies. Ngāitai have indicated that we are not interested in the share offer programme.</p> <p>An indicative vote was taken to assess the level of support for giving the mandate to NIA:</p> <p>Majority in support, two abstentions, no vote against.</p>
Resolution(s)	Ngāitai Iwi Authority is seeking a mandate from Ngāitai Iwi members to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty of Waitangi claims of Ngāitai.
Voting process	<ul style="list-style-type: none"> - By postal ballot or in person at the hui - Registered or non registered people
Voting result	Results will be published by 23 February 2013
Other comments	<ul style="list-style-type: none"> • Formal resolution was not read to the hui attendees at the time of the indicative voting, but the purpose of the hui was outlined in Slide 7 of the presentation. • The independent returning officer updated the hui on progress of votes returned and indicated that at this stage returned votes have been positive. • The following motion was moved and passed in this hui . <p>Motion:</p> <p>Set the percentage for the voting at 65% of the valid return votes.</p> <p>Moved Passed and carried.</p> <p>1 Against</p> <ul style="list-style-type: none"> • The hui was conducted in an open and transparent manner • Hui attendees were given an opportunity to ask questions and make comments. • An attendance register was available at the hui and passed around to attendees that arrived late. • The information booklet, voting forms and Iwi registration forms were available at the hui. • A number of votes were received at this hui.



Waitaingi Tribunal Wai78 Claim



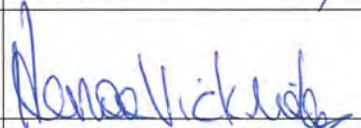
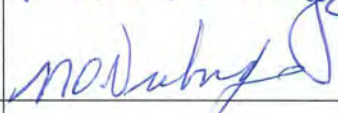



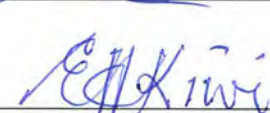
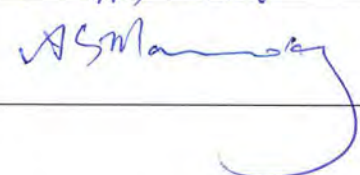
Mandate Hui

Comfort Inn, 222 Ulster Street, Hamilton

7.00pm – 9.00pm

Registration of Attendance

WHAKAPUMAUTIA TE MANA MOTUHAKE O NGAITAI

	NAME	ADDRESS	EMAIL / TELEPHONE	SIGNATURE
1595	Jado Jonas	77 Massey St. Hamilton	Jadonavarra@xtra.co.nz	
22	Te Inī Ngāro Vickrige	13 Rutherford St. Hamilton	8557940	
	Henare Vickrige	84 Snell Drive Hamilton	852 8552585	
	NOEL VICKRIDGE	13 RUTHERFORD ST HAMILTON	8557940	
903	Jade Stevens (Benjamin)	38 Bankwood Rd, Hamilton	0225917743	
	Mere Otini	26 Mimiŋie Ave Hamilton	07 5600084	
	Charene Stevens-Kameta	38 Bankwood Rd Hamilton	0225917743	
	Elaine HIRAIWA Kiwi	22 ATHENREE ROAD KATIKATI	(07) 8634748	
	Anne Mainwaring (nee Newbend)	23a Ellicott Rd, Newton, Hamilton.	(07) 8466344.	



Waitaingi Tribunal Wai78 Claim




Mandate Hui


Airport Gateway Hotel, 206 Kirkbride Road, Auckland

4.30pm – 6.30pm

Registration of Attendance

WHAKAPUMAUTIA TE MANA MOTUHAKE O NGAITAI

	NAME	ADDRESS	EMAIL / TELEPHONE	SIGNATURE	
	ARAMATA SWNEY	47 MIDDLEMORE CRES. PAPATOETOE	09 2785826	Aramata Swney	1
	Georgina Davis	110 Great South Rd Takamini Akld	georgina-davis@xtra.co.nz 0212555447		2
	Monahe DAVIS	58 Woodglen Road Glen Eden	098185865	Monahe Davis	3
	Mahi DAVIS	58 Woodglen Rd Glen Eden	098185865	M. Davis	4
739	BRIAN HEREWINI	45 LANDSCAPE ROAD PAPATOETOE	0299774800	Brian	5
646	Pare Van Kampen	17 Rishworth Ave Arkles Bay	vankampens@xtra.co.nz 09 424 8290 0274777268	Pare	6
524	Pauline * Isaachsen	201A Kauri Rd * New address Whenuapai Coast @ 833 West Coast Rd	Pauline isaachsen@gmail.com 0220607166 09 9488528		7
	Baine Derbyshire	54 Ashton Ave Otara	09 2745179	Baine	8
541	Diana Ngu	37 WORDSWORTH RD Manurewa	0272055331		9
	Shelley Bell	45 Alfred St Onehunga	te_ata@xtra.co.nz	Shelley Bell	10

NAME	ADDRESS	EMAIL / TELEPHONE	SIGNATURE
Peter van Kampen Jnr	17 Rishworth Ave Auckland	pvan@73@auckland.ac.nz 0212311469	

11
12
13



Ngaitai Iwi Authority
Annual General Meeting
2nd February 2013 – Torere Marae
Attendance Register

NAME	ADDRESS	SIGNATURE
MEMORY Mio	Ph 3158136. 108 WAINUI RD, RD1 TORERE	M. Mio
Amiria Parker	amirion2@msn.com 155 FORD ST, OPO	Parker
Emma Pera	33 Alice St Gisborne	Pera
TANGI TIPENE	4 King St OPO tangitipene@gmail.com	Tangi
IT TONI	TORERE	Toni
Linda Steel	Toree	L Steel
DORIS VERCOE	17 STANLEY DRIVE LYNMORE ROTORUA	DV
Heini Wilkinson.	37 Te Waiti Rd.	H Wilkinson
Mana Maxwell	198 Te Waiti	M Maxwell
J.H. Bill Connell	198 Te Waiti Rd.	J Connell
WAYNE MAXWELL	27 TEWAITI RD.	W Maxwell
RUSSELL MIO	TOREZION	RAM
ALLAN WILKINSON	37 TE WAITI RD	A Wilkin
Lawrence Williams	196 Wainui Rd	L Williams
Garry Watson	274 Wainui Rd.	G Watson
NOLA R.H. MELROSE	194 Wainui Rd	N Melrose
Wendy Ngromu Wright	170 Ford St Opotiki	W. N. Wright
Marie Hutchison	52 Stanley Dr, Rotera Torere	M Hutchison
Susan Wilkinson	37 Te Waiti Rd Opotiki	S Wilk
Barbara Williams	5 Achilles Cres Welcome Bay Tauranga	B Williams



Ngaitai Iwi Authority
Annual General Meeting
2nd February 2013 – Torere Marae
Attendance Register

NAME	ADDRESS	SIGNATURE
KORO	PAPAPAO	[Signature]
Vania Hatereni	21 KIRK Crescent, Kawerau	[Signature]
O'Sonia Hatereni	21 KIRK Crescent, Kawerau	[Signature]
JACK MITCHELL	RDI TORERE	[Signature]
Brenda Hickmott	TORERE	B. Hickmott
TeAurangi DAVIS	TORERE	[Signature]
Tania Mhaere	TORERE	[Signature]
Winston Kerr	90 Masters Ave Hamilton	Winston Kerr
Lisa Kelly	TORERE	[Signature]
Lucy Steel	TORERE	[Signature]
Maxwell	111 Mangamutu	[Signature]
Jeanne Kerr	52 Masters Ave Hamilton	[Signature]
Bernad Heha	RDI Makuru Taihape	[Signature]
WIKIWI KING	KIRIKIRUA MARAE	[Signature]
Tania Woffenden King	" "	
TeReinga Kingi	1 Ion Road, Kawerau	[Signature]
Tomaipata Kupa	1919SHW Opatiki	[Signature]
Wini TeAra	15A Beach St Whakatane	[Signature]
Hanna Akurangi	8 Waiewe St, Whakakapu	[Signature]
Ihn Volaty	SH35 TORERE	[Signature]
Pell Maxwell	Hakuramui	[Signature]








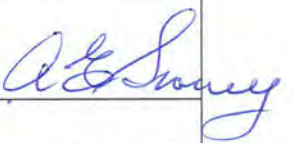

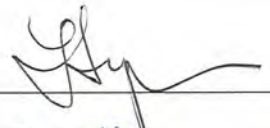


NGAITAI
IWI AUTHORITY




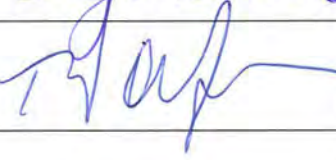
Waitaingi Tribunal Wai78 Claim

25 January – 2 February 2012

Registration of Special Votes

WHAKAPUMAUTIA TE MANA MOTUHAKE O NGAITAI

ID No.	Name	Address / Contact Details	SIGNATURE
25/1/13 ✓ S700	Edward Kingi	42 Lane Street, Upper Hut	
25/1/13 ✓ S701	Rona Manu Davis	7 Kerepahi Cr. Wainuomata	
25/1/13 ✓ S702	Raywin Drinia FISO	11 Ring Lane, Paparangi, Wgh.	
29/1/13 S703	Mateoa Stevens-Kameta	c/- 68 Bankwood Cres, Hamilton	
31/1/13 S704	Georgina Davis	110 Great South Rd Takarini	
" S705	Aramata Sweeney	47 Middlemore Crescent, Papakura	
" S706	Manabe Davis	58 Wood Glen Rd Glen Eden	
S707	Elaine Derbyshire	54 Ashton Ave, Otara, AK	
2/2/13 S708	Tangi (Chaere) Sharon Tipene	4 King St, OPOTIKI	
S709	WIKUKI KINGI	60 ^A DEY ST, HAMILTON	
S710	NEPIA TIPENE	4 Kura St OPOTIKI	

ID No.	Name	Address / Contact Details	SIGNATURE
5711	Tanari Jade Stevens		
5710	Wini Te Are	18A Beach St, WHAKATANE	
5711	Marie Hutchison	52 Stanley Dr, ROTORUA	
5712	Tania Wolfgramm-Kingi	180A Dey St, HAMILTON	



23 November 2012

Yvette Callaghan
Chairperson
Ngaitai Iwi Authority
Box 147
OPOTIKI
info@ngaitati.iwi.nz

Tēnā koe

Crown endorsement of draft mandate strategy

Thank you for submitting a draft mandate strategy on behalf of Ngaitai. We are pleased to advise that the Crown has assessed and endorses the draft mandate strategy provided by Ngaitai Iwi Authority.

Time frames

The next step is for the Crown to place the draft mandate strategy on the Office of Treaty Settlements (OTS) and Te Puni Kōkiri (TPK) websites and invite feedback for a two week period (from 23 November – 7 December). Once any concerns raised through feedback have been addressed to the satisfaction of the Crown, Ngaitai Iwi Authority will be able to commence mandate hui. Please find attached at Appendix 1 a process document setting out the steps that need to be undertaken by Ngaitai Iwi Authority in order to seek a Crown recognised mandate. The Crown is providing venues and advertising for mandate hui in main centres on specific dates.

If you have any questions relating to the mandating process please contact Eve Février, Senior Policy Analyst Te Puni Kōkiri, by email Eve.Fevrier@tpk.govt.nz or by direct dial (04) 819 6095. The Crown looks forward to continuing to work with you through the mandating process.

Nā māua, noa

A handwritten signature in blue ink, appearing to read "Lucy Te Moana".

Lucy Te Moana
Director
Te Puni Kōkiri

A handwritten signature in black ink, appearing to read "Lil Anderson".

Lil Anderson
Chief Operating Officer
Office of Treaty Settlements

TRUST DEED

NGAITAI IWI AUTHORITY

*Nga Moemoea ki tua
Nga ara ki naiane
Nga tapuwae ki mua*

*The visions of yesterday are today's pathways
and tomorrow's stepping stones*

CONTENTS

RECITAL	4
INTRODUCTION.....	4
1. NAME OF RUNANGA.....	5
2. REGISTERED OFFICE.....	5
3. INTERPRETATION	5
3.1 DEFINITIONS.....	5
3.2 INTERPRETATION OF SCHEDULES	7
3.3 STATUTES	7
3.4 GENERAL REFERENCES	8
3.5 HEADINGS	8
4. DECLARATION OF TRUST	8
5. GENERAL AIMS.....	8
6. OBJECTS	9
7. POWERS AND AUTHORITIES.....	10
8. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL.....	11
9. TE KAUNIHERA PAKEKE O NGAITAI	12
10. CONSTITUTION OF THE BOARD.....	12
10.1 STRUCTURE OF THE RUNANGA	12
10.2 MEMBERS OF THE BOARD	13
10.3 ROTATION OF BOARD MEMBERS.....	13
10.4 NOMINATION OF BOARD MEMBERS.....	13
10.5 DISQUALIFICATION OF BOARD MEMBERS	14
10.6 PROCEDURE.....	14
11. REGISTER OF MEMBERS	15
12. ELECTIONS	17
13. PROCEEDINGS OF THE BOARD ELECTIONS	18
14. GENERAL MEETINGS AND REPORTING	21
15. GENERAL MEETINGS.....	23
16. NOTICES.....	24
17. HUI A IWI.....	25
18. VOTING AT THE ANNUAL AND SPECIAL GENERAL MEETINGS	26
19. DISPUTE RESOLUTION	27
20. THE LIABILITY AND INDEMNITY OF BOARD MEMBERS.....	28
21. FUNDS AND PROPERTIES	29

22.	FISHERIES ASSET HOLDING COMPANY AND FISHING ENTERPRISE.....	29
23.	ALTERATION OF TRUST DEED	32
24.	ALTERATION OF COMPANY CONSTITUTIONS.....	33
25.	ACCESS TO TRUST DEED AND CONSTITUTIONAL DOCUMENTS.....	33
26.	DISPOSITION OF SURPLUS ASSETS	34

DEED OF TRUST made the 27th day of August 2006

PARTIES

Alan John Charteris
Christina Mary Davis
Julie Te Urikore Lux
Lesley Rae Maxwell
Muriwai Maggie Jones

RECITAL

The Ngaitai Iwi Authority was originally constituted under a deed of trust on the 3rd day October 1988 (“the original Trust Deed”).

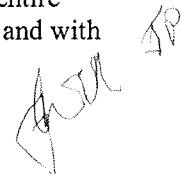
As a result of a hui at Torere Marae on the 26th November 1987, the Iwi of Ngaitai agreed to establish a body to operate under the mana of the Iwi to further the well being of the Iwi, socially, economically and culturally.

The Hui at Torere agreed to the appointment of a steering committee as interim trustees, to take the necessary steps to establish an appropriate tribal authority. With the execution of the original Trust Deed the Iwi with the blessing of the kaumatua placed the affairs of Ngaitai in the hands of the original trustees to be held by them upon trust as set out in the original Trust Deed.

The Board Members wish to amend the original Trust Deed and replace it with this Deed for the purpose of statutory compliance with specific reference to the Maori Fisheries Act 2004. In doing so, much of the original Trust Deed is retained to ensure the mandate bestowed to the Ngaitai Iwi Authority, referred to in this Deed as the “Runanga”, is maintained and tikanga is upheld.

INTRODUCTION

- A.** This Deed enables the Runanga to act, among other things, as the Mandated Iwi Organisation of Ngaitai.
- B.** This Deed sets out the functions and purposes, and provides for the control, governance and operation of the Runanga.
- C.** The Iwi in amending the original Trust Deed agreed to do so with the intent that this Deed, upon being executed, shall replace the original Trust Deed and the entire Trust Fund shall be thereafter held by the Board Members upon the trusts and with and subject to the powers and discretions as set out in this Deed.



- D. It is anticipated that further property may, from time to time, be acquired by the Board Members for the purposes of the Runanga and such property shall be held subject to this Deed.

NOW THIS DEED WITNESSETH

1. NAME OF RUNANGA

The name of the Runanga shall be Ngaitai Iwi Authority.

2. REGISTERED OFFICE

The office of the Runanga shall be at such place as the Board may determine but pending such determination shall be the Torere Marae Complex, State Highway 35, Torere.

3. INTERPRETATION

3.1 Definitions

Unless the context requires otherwise, the following words and phrases shall have the extended meanings as set out below.

Act means Māori Fisheries Act 2004 as amended or modified from time to time.

Adult Iwi Member means an Iwi Member who is over the age of 18 years and who is entitled to vote at General Meetings.

Adult Registered Iwi Member means a Registered Iwi Member who is over the age of 18 years and who is entitled to vote at General Meetings.

Board means the collective of Board Members of the Runanga.

Board Members means those persons elected under clause 10.3 as the trustees of the Runanga.

Charitable Purposes means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand.

Confidential Information means any information which a majority of the Board Members consider on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngaitai.

AM TP

Corporate Entity includes the Fisheries Asset Holding Company, the Fishing Enterprise and any Subsidiary of it, and any other company or trust wholly owned or controlled directly or indirectly by the Runanga.

Deed means this deed of trust and includes any amendments to this deed made in accordance with this deed.

Directors means directors or trustees, as the case may be, of any Corporate Entity.

Election Day means the day an election of Board Members shall take place at an Annual General Meeting where an election is required in accordance with clause 10.3.

Fisheries Asset Holding Company means a company established by the Runanga in accordance with clause 22, which for the time being would be a company which meets the requirements for a company defined in the Act as an asset-holding company and includes any subsidiary of the asset-holding company.

Fishing Enterprise means a fishing operation established by the Runanga under clause 22.2 to utilise annual catch entitlement from its Settlement Quota.

General Meeting means an annual general meeting or a special general meeting convened and conducted in accordance with clause 14.

Income Share means an income share within the meaning of the Act that is allocated and transferred to the Fisheries Asset Holding Company on behalf of Ngaitai by Te Ohu Kai Moana Trustee Limited.

Inland Revenue Acts has the meaning given to it in section 3(1) of the Tax Administration Act 1994.

Iwi means Ngaitai.

Iwi Member means Ngaitai Uri only.

Mandated Iwi Organisation has the meaning given to it in the Act.

Membership Committee means the committee appointed under clause 19.2.

Ngaitai means the iwi comprising every Iwi Member whether or not registered on the Register of Members.

Ngaitai Uri means every person who descends from a primary ancestor of Ngaitai being Torerenuiarua and Manaakiao.

Nga Nohokainga means those Iwi Members that reside within the tribal boundaries of Ngaitai.

Private Notice has the meaning in the Act.

Public Notice has the meaning in the Act.

Quota means quota shares within the meaning of the Fisheries Act 1996.

Register of Members means the Register that is held and maintained by the Runanga in accordance with clause 11 and records the registration details of Iwi Members.

Registered Iwi Members means Iwi Members who are registered on the Register of Members.

Runanga means the trust, known as the Ngaitai Iwi Authority, established by this Deed.

Secretary means any person appointed under clause 13.3 to perform general secretarial and administrative functions for the Runanga.

Settlement Quota means the quota shares within the meaning of the Act that are allocated and transferred to the Fisheries Asset Holding Company on behalf of Ngaitai by Te Ohu Kai Moana Trustee Limited.

Subsidiary means any subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons (other than a Subsidiary as so defined) that is controlled by a Corporate Entity.

Te Kaunihera Pakeke o Ngaitai means those pakeke appointed in accordance with nga tikanga o Ngaitai to advise the Board Members on matters pertaining to nga tikanga o Ngaitai.

Te Kawai Taumata means the group of that name established under the Act.

Te Ohu Kai Moana Trustee Limited means the company of that name formed under the Act.

Tikanga means the customary values and practices of Ngaitai.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Board Members as trustees on the trusts set out in this Deed whether or not received in the manner described in clause 21.

Working Day means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

3.2 Interpretation of Schedules

In the interpretation of each schedule to the Deed, unless the context otherwise requires:

- a) terms or expressions have the meanings given to them by the Deed; and
- b) a reference to a paragraph is a reference to a paragraph of that schedule.

3.3 Statutes

Reference to a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.



3.4 General References

References in the Deed to:

- a) a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
- b) one gender includes the other gender;
- c) the singular includes the plural and vice versa;
- d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
- e) the Deed includes its schedules.

3.5 Headings

Headings are for ease of reference only and must be ignored in interpreting the Deed.

4. DECLARATION OF TRUST

The Board Members declare and acknowledge that the Board Members shall hold the Trust Fund upon the trusts and subject to the powers and discretions contained or implied in this Deed.

5. GENERAL AIMS

The general aims of the Board Members in performing or carrying out the trusts and purposes conferred upon them shall be as follows:

- 5.1 To promote direction for and guidance of the Iwi;
- 5.2 To reflect the hopes and aspirations of the Iwi;
- 5.3 To ensure the survival and development of the Iwi into the next century;
- 5.4 To assist in the protection of turangawaewae and provide a tribal foundation for all generations of Ngaitai;
- 5.5 To ensure that consideration is given to the position of nga nohokainga in pursuance of any object or purpose that would potentially affect the life-style and social well-being of that class;
- 5.6 To consult whenever practically possible with the Iwi in regard to any transaction that may result in the alienation of any asset or taonga vested in the Runanga; and
- 5.7 To promote and foster unity, support and co-operation among whanau and Iwi.

6. OBJECTS

- 6.1** The objects for which the Runanga is established are to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting Ngaitai or any other matter beneficial to the community of Ngaitai irrespective of where Iwi Members reside.
- 6.2** Incidental to, and to give effect to, the purposes set out in clause 6.1, the specific purposes of the Runanga include but are not limited to:
- a)** Safeguarding the Mana of Ngaitai;
 - b)** Preserving and enhancing the honour and the integrity of Ngaitai;
 - c)** Promoting and applying the maximum possible efficiency and independence in the tino rangatiratanga of Ngaitai;
 - d)** Promoting a tribal forum to hear and determine matters affecting the Iwi and to advocate on their behalf;
 - e)** Promoting and developing the social and economic advancement of the Iwi and Community of Ngaitai and, without limiting the generality of this purpose, providing and promoting business, commercial or work training in a manner appropriate to the particular needs of the Community of Ngaitai and the Iwi;
 - f)** Making available grants or loans for the purpose of assisting the Iwi into any activity whatsoever that would promote or advance the social and economic independence of the Iwi;
 - g)** Promoting the health, general education and whanau development of the Iwi;
 - h)** Preserving, reviving and maintaining the culture of Ngaitai in order to perpetuate the tribal affiliation and standing of the Iwi;
 - i)** Collaborating, contracting with or making representations to Government Departments, local bodies, community or statutory bodies, agencies and other organisations in the implementation of policy, objectives or functions consistent with the purposes of this Deed;
 - j)** Accepting property of whatever description and carrying out any specified trusts or activities attached to such property if consistent with the purposes of this Deed;
 - k)** Carrying on any other purpose which may be capable of being conveniently carried on in connection with the above purposes or calculated directly or indirectly to advance the Iwi on whose behalf the Runanga represents;
 - l)** Preserving, maintaining and enhancing the natural environment of Ngaitai;
 - m)** The Runanga acting in the role of the Mandated Iwi Organisation for the purposes of the Act; and
 - n)** The Runanga acting in the role of the Iwi Aquaculture Organisation for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004.

6.3 No non-charitable objects and purposes

The objects and purposes of the Runanga shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable and the powers and purposes of the Board Members shall be restricted accordingly and limited to New Zealand.

7. POWERS AND AUTHORITIES

- 7.1** To achieve the objects of the Runanga the Board has, in the administration, management and investment of the Trust Fund, all the rights, powers and privileges of a natural person, subject always to the Trusts imposed by this Deed. The Board may deal with the Trust Fund as if the Board were the absolute owners of and beneficially entitled to the Trust Fund, and accordingly, in addition to any specific powers vested in the Board by law, in dealing with the Trust Fund or acting as the Board of the Runanga, the Board may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including without limitation, exercising unrestricted powers to borrow and raise money, and to give securities, guarantees and indemnities.
- 7.2** Except as otherwise expressly provided in this Deed, the Board may exercise all the powers and discretions vested in the Board by this Deed at the absolute and uncontrolled discretion of the Board, at such time or times, upon such terms and conditions, and in such manner as the Board deems reasonable and proper.
- 7.3** The Board may, in any year:
- a)** Use or apply, or decide not to use or apply, all or any of the income of the Trust Fund for all or any purposes of the Runanga;
 - b)** Use all or apply any capital of the Trust Fund for all or any of the purposes of the Runanga without using or applying the whole or any portion of the income of the Trust Fund for that year; and/or
 - c)** Set aside reserves or accumulations for future use or applications, provided always that all Trust Funds applied must be applied solely towards the attainment of the Charitable Purposes of the Runanga.
- 7.4** The Board must not lend money nor lease property or assets at less than current commercial rates, having regard to the nature and terms of the loan or lease, to any associated person (as defined in the Income Tax Act 2004) and includes any person:
- a)** Who is a settlor or Board Member of the Runanga; or
 - b)** Who is a trustee or director of a Corporate Entity or any company by which any business of the Runanga is carried on; or
 - c)** Who is a settlor or trustee of a trust that is a shareholder of a Corporate Entity or any company by which any business of the Runanga is carried on.



- 7.5** In so far as the Runanga operates subject to the provisions of the Act, the Runanga must exercise strategic governance over:
- a)** its asset holding companies or any subsidiary, including any Fisheries Asset Holding Company, Fishing Enterprise, Subsidiary and any joint venture to which it is a party; and
 - b)** the process to examine and approve annual plans that set out:
 - (i)** the key strategies for the use and development of any assets of Ngaitai including fisheries;
 - (ii)** the expected financial return on those assets;
 - (iii)** any programme to:
 - (aa)** manage the sale of annual catch entitlements derived from the Settlement Quota held by the Runanga's Fisheries Asset Holding Companies; and
 - (bb)** reorganize the Settlement Quota held by the Fisheries Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the Act,

but not in such a manner that results in the Runanga or any of the Board Members being deemed to be directors of those companies under the Companies Act 1993. The provisions of this clause 7.5, or any other provisions of this Deed, do not prevent the Runanga or any Corporate Entity from entering into such arrangements with another company or trust as the Board Members consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clauses 6.1 and 6.2.

8. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL

- 8.1** No private pecuniary profit shall be made by any person involved in the Runanga, except that:
- a)** Any Board Member may receive full reimbursement for all expenses properly incurred by that Board Member in connection with the affairs of the Runanga;
 - b)** The Runanga may pay reasonable and proper remuneration to any officer or servant of the Runanga (whether a Board Member or not) in return for services actually rendered to the Runanga;
 - c)** Any Board Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Board Member or by any firm or entity of which that Board Member is a member, employee or associate in connection with the affairs of the Runanga;
 - d)** Any Board Member may retain any remuneration properly payable to that Board Member by any company or undertaking with which the Runanga may be in any

way concerned or involved for which that Board Member has acted in any capacity whatsoever, notwithstanding that that Board Member's connection with that company or undertaking is in anyway attributable to that Board Member's connection with the Runanga.

8.2 The Board in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by clause 8.1 are strictly observed.

8.3 Notwithstanding anything contained or implied in this Deed, any person who is:

- a) A settlor or Board Member of the Runanga; or
- b) A shareholder or Director of a Corporate Entity or any company carrying on any business of the Runanga; or
- c) A settlor or trustee of any trust which is a shareholder of a Corporate Entity or any company carrying on any business of the Runanga; or
- d) An associated person (as defined by the Income Tax Act 2004) of any such settlor, trustee, shareholder or Director,

shall not, by virtue of that capacity, determine or materially influence in any way, whether directly or indirectly, the determination of the nature or the amount of any benefit, advantage, or income, or the circumstances in which any such benefit, advantage, or income is, or is to be, received, gained, achieved, afforded or derived by that person.

8.4 A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Runanga, a Corporate Entity, or any company by which any business of the Runanga is carried on, be in breach of the terms of clause 8.3.

8.5 Any Board Member of the Runanga who is or may be in another capacity whatsoever interested or concerned directly or indirectly in any property or undertaking in which the Runanga is or may be in any way concerned or involved, shall disclose the nature and extent of that Board Member's interest to the other Board Members, and shall not take any part in a deliberation of the Board Members concerning any matter in which that Board Member is or may be interested other than as a Board Member of the Runanga.

9. TE KAUNIHERA PAKEKE O NGAITAI

9.1 On matters pertaining to nga Tikanga o Ngaitai, the Board shall give due consideration to the advice of Te Kaunihera Pakeke o Ngaitai.

10. CONSTITUTION OF THE BOARD

10.1 Structure of the Runanga

The Runanga shall be administered by the Board who shall be accountable to Ngaitai.

10.2 Members of the Board

- a) The signatories to this Deed are to be the first Board Members under the terms of this Deed and subsequently the Board Members shall be elected in accordance with clauses 10 and 12.
- b) The Board shall be maintained at 7 members, provided that the continuing members of the Board may act notwithstanding any vacancy in their number.
- c) The composition of the Board must comprise Ngaitai Uri who shall be elected at the Annual General Meeting in accordance with the terms and conditions as set out in clause 12.
- d) The term of office for elected Board Members shall be a maximum of 3 years from the date of their election subject to clause 10.5.
- e) The Board may co-opt any person to assist the Board with specific tasks and for a specific term as the Board from time to time shall determine. Any persons appointed pursuant to this clause shall be appointed only for the purpose of providing assistance to the Board on matters to be determined by the Board Members and such appointees shall not exercise any powers of, or make any decisions reserved to, the Board.

10.3 Rotation of Board Members

- a) The Board Members must hold the first election of Board Members under this Deed no later than 12 months from the date this Deed is ratified by the Iwi
- b) At the first election of Board Members under clause 10.3a) of this Deed, 4 Board Members, who have been longest serving in office since their last election, shall retire and their positions shall be open for election.
- c) At the following Annual General Meeting, an election shall be held and the remaining 3 longest serving Board Members since the last election shall retire and their positions shall be open for election.
- d) At each Annual General Meeting thereafter where an election of Board Members is required, 3 or 4 Board Members, whichever applies to comply with the maximum 3 year term set under clause 10.2d), shall retire from office and new Board Members shall be elected.
- e) For the avoidance of doubt, every 3rd General Meeting shall not require an election.
- f) Retiring Board Members shall be eligible for re-election.

10.4 Nomination of Board Members

- a) The Board shall, two months prior to the Annual General Meeting in any year that an election of Board Members is required, give a notice published in the *New Zealand Herald* and one other paper circulating in Te Rohe o Ngaitai calling for nominations to the Board.



- b) Nominations to the Board must be in writing, signed by two Adult Registered Iwi Members with the consent of the nominee endorsed thereon, and must be delivered to the Runanga's office 28 days prior to the Annual General Meeting.
- c) Successful nominees shall not be deemed to be elected to the Board until the expiration of 14 days following the day of the election.

10.5 Disqualification of Board Members

The office of Board Member shall become vacant if he or she:

- a) resigns office by giving written notice to the Runanga; or
- b) shall have been in office for more than three years since his or her election; or
- c) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Board Member; or
- d) dies; or
- e) is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
- f) fails or neglects to attend three consecutive meetings of the Board without leave or absence, unless it appears to the other Board Members at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or
- g) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993; or
- h) is found by a majority of the Board, where appropriate with advice from Te Kaunihera Pakeke o Ngaitai, to be acting in manner amounting to a breach of trust or ceases to be sympathetic to the purposes, aims and objects of the Runanga and Iwi.

10.6 Procedure

- a) The office of Board Member shall not be terminated under clause 10.5 until the Board Member charged is first notified in writing of the breaches or allegations complained of and is given the opportunity to respond to such breaches or allegations before the Board and Te Kaunihera Pakeke o Ngaitai.
- b) The Board Member charged may elect to have the matter heard before the Iwi at a hui duly constituted for that purpose.



- c) Where relevant under clause 10.5, the Board shall apply the Criminal Records (Clean Slate) Act 2004 and give due consideration to whether the Board Member is an “eligible person” for the purposes of that Act.

11. REGISTER OF MEMBERS

11.1 The Board Members must:

- a) have, and maintain in a current state, the Register of Members that:
 - i) records the name, date of birth, contact details and whakapapa, verified by Te Kaunihera Pakeke o Ngaitai, of every Iwi Member who applies for registration; and
 - ii) that is available for inspection by Iwi Members who can view their own registration details in a manner consistent with the Privacy Act 1993; and
 - iii) that is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and
 - iv) that allocates a member registration number to each Iwi Member entered in the Register of Members; and
- b) make ongoing efforts to register all Iwi Members on the Register of Members; and
- c) make amendments and corrections to the Register of Members as necessary; and
- d) ensure that each application for registration is completed on the appropriate registration application form available from the Runanga’s office; and
- e) ensure each Adult Registered Iwi Member is eligible to vote at General Meetings, inclusive of the election of Board Members; and
- f) ensure each Adult Iwi Member applying for registration on the Register of Members personally signs the registration form before it is considered for registration.

11.2 The Board Members may enter in the Register of Members any existing Iwi Member whose details are already held by the Board Members where:

- a) the details held by the Board Members fulfil the requirements of Kaupapa 5 of the Act, with the exception of the requirement set out in clause (b)(iii) of that Kaupapa; and
- b) the particulars were acquired by the Board Members as a result of an application on a form made by:



- i) Adult Iwi Members, on their own behalf or by their legal guardian at the time of the application; and
- ii) other Iwi Members, who were not Adult Iwi Members at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and
- iii) other Iwi Members by an Adult Iwi Member on their behalf who, in the opinion of the Membership Committee, stood in the stead of a parent of that person at the time of the application.

11.3 An application to be entered in the Register of Members may be made by:

- a) Adult Iwi Members, on their own behalf or by their legal guardian; and
- b) other Iwi Members, who are not Adult Iwi Members, by their parent or legal guardian on their behalf; and
- c) other Iwi Members by an Adult Iwi Member on their behalf who, in the opinion of the Membership Committee, stands in the stead of a parent of that person; and
- d) in each case that application must be completed on the appropriate registration application form available from the Runanga's office.

11.4 At the time of, or at any time after, registering on the Register of Members, an Adult Registered Iwi Member may request in writing that they wish to receive Private Notice of any General Meetings and/or voting papers relating to:

- a) the election of Board Members; or
- b) any amendment to this Deed or the constitutional documents of any Fisheries Asset Holding Company; or
- c) the disposal of Income Shares or Settlement Quota; or
- d) the conversion of Quota into Settlement Quota.

11.5 Any Iwi Member changing his or her address shall forthwith advise the Secretary of the Board his/her new address.

11.6 Decline of registration and notice

- a) Board Members may decline to register a person on, or remove a person from, the Register of Members if the Board Members consider that any information that the Runanga has received about that person is not accurate or complete, or that the existing information on the Register of Members is not accurate or complete, such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person in the Register of Members.
- b) Where an application for registration is declined, or any decision is made by the Board Members to remove any person from the Register of Members, the person concerned may dispute that decision of the Board Members and clause 19.2 b) shall apply.

- c)** To avoid doubt, a Registered Iwi Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the registered office of the Runanga.
- d)** It shall not be necessary for the Runanga to provide Private Notice to Registered Iwi Members where the Board Members believe on reasonable grounds (and have evidence supporting that belief) that the Iwi Members' contact details are not current.

12. ELECTIONS

12.1 Election Day

- a)** Elections of Board Members shall take place at the Annual General Meeting of the Board in any year that an election of Board Members is required ("Election Day"). Candidates for nomination to the Board must be present in person on Election Day.
- b)** Only Adult Iwi Members are eligible to vote in the election of Board Members at any Annual General Meeting and any Special General Meeting of the Runanga.

12.2 Method of Voting

- a)** Adult Iwi Members may vote in person or by casting a postal vote. A vote in person shall be conducted in accordance with clause 12.3 and a postal vote shall be conducted in accordance with clause 12.4.
- b)** Every Adult Iwi Member who wishes to exercise a postal vote shall advise the Runanga in writing at least 21 days prior to the Election Day that they wish to exercise a postal vote.

12.3 Voting In Person

- a)** Election Day notice shall give a time and place for the Election Day meeting. At that Election Day meeting, each Adult Iwi Member is entitled to one vote.
- b)** The method of voting at the Election Day meeting shall be by ballot.
- c)** The Board must appoint as scrutineers no fewer than two Adult Iwi Members who are not candidates to count the votes cast by Adult Iwi Members.
- d)** After voting has been closed off the scrutineers shall add the votes cast in person to the postal votes cast in accordance with clause 12.4.
- e)** Once the count of all votes is completed, the scrutineers shall deliver a certificate of the results, showing the number of valid votes cast for each candidate to the Chairperson chairing the hui who shall declare the results of the Election Day meeting.

12.4 Postal Votes

- a)** The Board shall within 2 working days after the day they receive notice from an Adult Iwi Member who wished to cast his and her vote by postal vote send a voting paper to that Member at the address appearing for that person in the Register of Members.
- b)** Every voting paper shall contain in alphabetical order, a list of the names of all the duly nominated candidates, together with direction for voting. Any Adult Iwi Member who satisfies the Board, that he/she has not received or has lost or spoilt his/her voting paper shall be entitled to receive a replacement completed in the required manner at any time before the closing of the ballot. The voting paper shall be delivered to the scrutineers no later than 12pm on the Election Day. The voting paper shall be in the form from time to time prescribed by the Board. Each voting paper must be included in a separate envelope. On the back of the envelope must appear:
 - i)** The name of the voter, legibly printed; and
 - ii)** The signature of the voter.
- c)** All voting papers received after the time specified for the closing of the ballot shall be treated as informal and not counted.
- d)** Voting papers shall be treated as informal and not counted if:
 - i)** The scrutineers consider that the name of the voter does not appear signed and printed legibly on the outside of the flap of the envelope; or
 - ii)** The voter has voted for too many nominees; or
 - iii)** The voter has failed to vote for any nominees.
- e)** The scrutineers after determining the formality of voting papers and the close of ballot, shall count the votes for each candidate.
- f)** Once the count is completed, the scrutineers shall add the postal votes to the votes in person cast in accordance with clause 12.3. The scrutineers shall deliver a certificate of the results, showing the number of valid votes cast for each candidate to the Chairperson chairing the hui who shall declare the results of the Election Day meeting in accordance with clause 12.3 e).

13. PROCEEDINGS OF THE BOARD ELECTIONS

13.1 Meetings

- a)** The Board shall meet at such times and places as it determines, and shall elect a Chairperson from among its members at its first meeting following each Annual General Meeting.
- b)** The new Board Members shall take office at the next meeting of the Board notwithstanding clause 10.4 c).

Handwritten signature and initials, possibly 'JSP', in the bottom right corner of the page.

13.2 Minutes

The Board must keep minutes of all proceedings which must be made available for inspection by Iwi Members at reasonable times.

13.3 Officers

The Board shall appoint a Secretary and a Treasurer at its first hui following the Annual General Meeting. These offices may be combined. The Secretary and Treasurer need not be Board Members.

a) The Secretary shall:

- i) Notify each person (whose membership requires acceptance under this Deed) being accepted of his or her acceptance to membership;
- ii) Notify each person being elected of his or her election to office;
- iii) Notify Board Members of each meeting of the Board, and give all such notices as are required by this Deed;
- iv) Keep a Register of Members as described in clause 11;
- v) Keep a record of all proceedings and meetings of the Board;
- vi) Keep a record of the number of Board Members voting and the result of such voting;
- vii) Facilitate the access provisions relating to this Deed and constitutional documents as outlined in clause 25.3.
- viii) Do such other acts in relation to the affairs of the Board as from time to time the Board or the Chairperson of the meeting may require.

b) The Treasurer shall:

Handwritten signature/initials in blue ink, possibly reading "A. H. C. J. P."

- i) Bank or cause to bank to the name of the Runanga all monies received;
- ii) Ensure disbursement of the funds of the Runanga as may be approved by the Board;
- iii) Keep the Runanga's books of account and prepare the necessary financial accounts and statements; and
- iv) Do such other acts as the Board may from time to time require.

13.4 Chairperson

- a) The Chairperson shall preside at all meetings of the Board at which he or she is present.
- b) The Board may also elect one Board Member to act as Deputy Chair either as the need arises or from year to year or for such term of years as the Board may decide. In the absence of the Chairperson, the Deputy Chair shall have and may exercise all the powers of, and perform all the duties of, the Chairperson.
- c) The Chairperson shall have only a casting vote at meetings of the Board.
- d) Subject to a resolution by the Board, the Chairperson shall have the power to engage and dismiss the Chief Executive of the Runanga.
- e) The Chairperson shall ensure safe custody of the Runanga's books, papers and documents.
- f) The Chairperson shall draft, for consideration by the Board, an Annual Report of the year's work and activities for presentation at the Annual General Meeting.

13.5 Quorum

At any meeting of the Board 4 Board Members present shall form a quorum, and no business shall be transacted unless a quorum is present.

13.6 Voting

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this Deed, be put as a motion to be decided as a majority of votes. If the voting is tied, the Chairperson shall have the casting vote.

13.7 Proxies

Proxies are not permitted.

13.8 Delegation of Powers

- a) The Board may from time to time appoint any committee and may delegate in writing any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

- b) Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the Runanga.
- c) Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.
- d) It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

13.9 Common Seal

The Board may have a common seal which shall be kept in the custody of the Secretary, or such officer as shall be appointed by the Board and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of and accompanied by the signatures of the Chairperson and Secretary or one other Board member.

14. GENERAL MEETINGS AND REPORTING

14.1 Reporting Responsibilities

Without derogating from its duties under any enactment or at law, the Runanga has reporting responsibilities in accordance with this clause 14 in relation to:

- a) its own performance; and
- b) the performance of:
 - i) the Fisheries Asset Holding Company;
 - ii) the Fishing Enterprise;
 - iii) any joint venture or other entity that conducts business using Settlement Quota or Income Shares; and
 - iv) any other Corporate Entity (not including those referred to above).

14.2 Annual General Meeting

The Annual General Meeting of the Board shall be held no later than the last day of October in each year or such other month and at such place as the Board may from time to time determine and at such meeting the following business shall be transacted:

- a) **Minutes:** Confirm the minutes of the last Annual General Meeting.
- b) **Annual Report:** Receive and consider the Annual Report for the previous financial year, made available not less than 20 Working Days before the meeting. Among other matters, the Annual Report should report against the objectives set out in the annual plan for the previous year, including:
 - i) information on the steps taken by the Runanga to increase the number of Registered Iwi Members; and
 - ii) a comparison of the Runanga's performance against the objectives set

- out in the annual plan, including:
 - aa) changes in the value of the Runanga's assets; and
 - bb) profit distribution; and
 - iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for settlement cash assets; and
 - iv) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:
 - aa) the quantity of Settlement Quota held by the Fisheries Asset Holding Company at the beginning of that year; and
 - bb) the value of Settlement Quota sold or exchanged in that year; and
 - cc) the identity of the purchaser or other party to the exchange; and
 - dd) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the quota; and
 - ee) the Settlement Quota interests that have been registered against the quota shares of the Runanga; and
 - ff) the value of Income Shares sold, exchanged, or acquired; and
 - v) a report on the interactions of the Runanga in fisheries matters:
 - aa) with other entities within Ngaitai; and
 - bb) with other Mandated Iwi Organisations; and
 - cc) with Te Ohu Kai Moana Trustee Limited; and
 - vi) any changes made under section 18 of the Act to this Deed or the constitutional documents of the Fisheries Asset Holding Companies;
- c) **Annual Plan:** receive and consider the annual plan for the next financial year, that must include:
 - i) the objectives of the annual plan; and
 - ii) the policy of the Runanga in respect of the sales and exchanges of Settlement Quota; and
 - iii) any changes in that policy from the policy for the previous year; and
 - iv) any proposal to change the constitutional documents of any Corporate Entity.

- d) Fisheries Asset Holding Company/Fisheries Enterprise Annual Report:** in relation to every Fisheries Asset Holding Company and in relation to any Fisheries Enterprise or any subsidiary of a Fisheries Enterprise (each referred to in this clause 14.2 as an "enterprise") an annual report on:
- i) the performance of that enterprise; and
 - ii) the investment of money of that enterprise; and
 - iii) the annual plan of that enterprise, including:
 - aa) the key strategies for the use and development of the fisheries assets of Ngaitai;
 - bb) the expected financial return on those assets;
 - cc) any programme to:
 - manage the sale of annual catch entitlements derived from the Settlement Quota; or
 - reorganise the Settlement Quota held by that enterprise by buying or selling quota in accordance with the Act;
- e)** Any proposal to change the constitutional documents of any Fisheries Asset Holding Company;
- f)** Receive and consider and adopt the annual accounts of the Board including the income and expenditure account and balance sheet;
- g)** Confirm the appointment of the Board Members; and
- h)** To appoint an auditor.

14.3 Information referred to in the above clause 14.2 must be made available in writing on request by an Iwi Member.

15. GENERAL MEETINGS

15.1 A Special General Meeting may be called at any time by notice in writing to the Secretary of the Runanga, any such meeting shall be called and held within 28 days of receipt by the Secretary of a requisition signed by:

- a)** Two Board Members; or
- b)** Fifty Registered Iwi Members.

Such requisition shall be accompanied by a copy of the resolution to be proposed. No other business other than that arising out of the matters set forth in the notice of the meeting shall be transacted at such a meeting.

Full TP

- 15.2** A resolution must be passed at a General Meeting or Special General Meeting as follows:
- a) except in the case of resolutions described in clause 15.2(b) and clause 22.3a(ii), by more than 50% of the Adult Iwi Members who are entitled to vote and who actually cast a vote, in accordance with clause 18; and
 - b) in the case of a resolution for:
 - i) ratification of, or changes to, this Deed in accordance with the requirements of sections 17 and 18, as the case may be, of the Act;
 - ii) disposal of Income Shares in accordance with section 70 of the Act;
 - iii) quota to be treated as Settlement Quota in accordance with section 159 of the Act;
 - iv) disposal of Settlement Quota in accordance with section 162 of the Act; and
 - v) a request for rationalization of Settlement Quota under section 172 of the Act,
- by not less than a 75% majority of votes cast by Adult Iwi Members who are entitled to vote and who actually cast a vote, in accordance with clause 18. No such resolutions can be passed unless notice in respect of those resolutions has been given in accordance with clauses 16.1 to 16.3

16. NOTICES

- 16.1** To the extent that it relates to matters provided for under the Act, notice of a General Meeting of the Board must be published at least once 21 Working Days prior to the meeting in the New Zealand Herald and one other paper circulating in Te Rohe O Ngaitai. The notice is to include the following information:
- a) the date and time of the meeting;
 - b) the venue for the meeting;
 - c) the agenda for the meeting;
 - d) where any relevant explanatory documents may be viewed or obtained; and
 - e) any other information specified by or under the Act.
- 16.2** In the case of a General Meeting required by section 17(2) of the Act (ratification of this Deed), the meeting must be notified by both a Public Notice and Private Notice in the following manner:



- a) the Public Notice must include the information outlined in clause 16.1 and specify that a vote is to be taken to ratify this Deed;
- b) the Private Notice is to be sent to all Adult Registered Iwi Members and give the information outlined in clause 16.1 and:
 - i) a copy of the ballot paper for the vote to be taken at the meeting; and
 - ii) specify the address to which, and the date by which, the completed ballot paper must be returned.

16.3 In the case of a General Meeting required by the following provisions of the Act:

- a) Kaupapa 2 of Schedule 7 (relating to elections);
- b) section 18 (relating to changes to this Deed or the constitutional documents of any Fisheries Asset Holding Company);
- c) section 70 (relating to the disposal of Income Shares); or
- d) sections 159 or 162 (which relate to the conversion and disposal of Settlement Quota),

the meeting must be notified by both a Public Notice and Private Notice in the following manner:

- e) the Public Notice must include the information outlined in clauses 16.1(a) and 16.1(b) and outline the matter or issues on which the vote is to be taken; and
- f) the Private Notice must include the information outlined in clause 16.2(b) and is to be sent to any Adult Iwi Member who:
 - i) being an Adult Registered Iwi Member has made a written request at the time of registering on the Register of Members to be sent a Private Notice and postal ballot papers for every meeting relating to matters contained in any of clauses 16.3(a) to 16.3(d); and
 - ii) being an Adult Iwi Member, whether or not on the Register of Members, makes a written request for a Private Notice in respect of a particular meeting.

17. HUI A IWI

The Board must call general meetings of Iwi Members from time to time and at least once every year and unless the Board so determines otherwise, a general meeting of the Iwi Members may be held in conjunction with the Annual General Meeting of the Runanga.

18. VOTING AT THE ANNUAL AND SPECIAL GENERAL MEETINGS

18.1 Where voting by Adult Iwi Members is required in accordance with the provisions contained in this Deed and/or, when appropriate, in accordance with the provisions contained under the Act and/or the provisions contained under the Maori Commercial Aquaculture Claims Settlement Act 2004, as the case may be, the method of voting by Adult Iwi Members is as follows:

- a) Adult Iwi Members may vote either in person or by casting a postal vote. A vote in person must be conducted in accordance with clause 18.2 whilst postal votes must be conducted in accordance with clause 18.3. Proxies are not allowed.
- b) Every Adult Iwi Member who wishes to exercise a postal vote must advise the Secretary in writing at least 14 days prior to the Annual or Special General Meeting as the case may be that they wish to exercise a postal vote.

18.2 The method of voting at the meeting must be by ballot.

18.3 In relation to voting by postal ballot, the Secretary must, within two Working Days after the date on which he or she receives notice from an Adult Iwi Member that the Iwi Member wishes to cast his or her vote by postal vote, send a voting paper to that Iwi Member at the address appearing for that Iwi Member in the Register of Members.

18.4 Every voting paper must contain the list of the proposed additions or alterations to this Deed together with directions for voting. Any Adult Iwi Member who satisfies the Secretary that he or she has received or has lost or spoiled his or her voting paper is entitled to receive a replacement and complete it in the required manner at any time before the closing of the ballot. The voting papers must be delivered to the Board no later than 12pm on the day of the meeting, the Chairperson of the Board being the sole judge of time.

18.5 The voting paper must be in the form from time to time prescribed by the Board. Each voting paper must be included in a separate envelope. On the back of the envelope must appear the following:

- a) The name of the voter legibly printed; and
- b) The signature of the voter.

18.6 The Chairperson of the Board must appoint as scrutineers no more than three Board Members.

18.7 All voting papers received after the time specified for the closing of the ballot are to be treated as informal and not counted. Voting papers must also be treated as informal and not counted if any of the following occur:

- a) The scrutineers consider the name of the voter does not appear signed and printed legibly on the outside of the envelope; or

- b) The voter has voted for too many nominees on the ballot paper.

The scrutineers, after determining the formality of voting papers, must count the votes recorded for each resolution.

- 18.8 After the vote is completed, the scrutineers must deliver to the Chairperson a certificate of the results, showing the number of valid votes cast for each resolution. The Chairperson must then add the votes cast in person in accordance with clause 18.2 and declare the result at the meeting.

19. DISPUTE RESOLUTION

19.1 General

All disputes between Board Members are to be resolved as follows:

- a) Good faith: In the event of any dispute arising between any Board Members, all reasonable efforts in good faith must be made to resolve any dispute which arises between them in connection with this Deed ("Dispute"), provided that a Board Member's disagreement with the outcome of any vote by the Board Members on any matter, and/or the existence of a deadlock, does not constitute a Dispute to which this clause applies.
- b) Notice of Dispute: A party must, as soon as reasonably practicable, give the other Board Members notice of any Dispute in connection with this Deed.
- c) Mediation: If the Board Members fail to resolve the Dispute within 10 Working Days of the notice, then the Board Members must try to settle their Dispute by mediation with Te Kaunihera Pakeke o Ngaitai. Either party may initiate mediation by giving written notice to the other party. If the Board Members cannot resolve the dispute with Te Kaunihera Pakeke o Ngaitai as mediators, then a mediator must be selected by the Registrar of the Maori Land Court or its successor, with the emphasis being on the selection of trained mediators.
- d) Not arbitration: This clause provides for a form of alternative Dispute resolution and references to resolution within it are not references to arbitration.
- e) Court proceedings: No formal proceedings for resolving any Dispute by court proceedings may be commenced until the Dispute has gone through the process under this clause.
- f) Venue: any internal Dispute resolution or mediation must be held in Torere, New Zealand, and any Court proceedings must be filed in the registry of the appropriate Court closest to the Runanga's office.

19.2 Disputes relating to matters arising under the Act

- a) In the event of a dispute relating to matters arising under the Act between any Iwi Member and the Runanga, other than a dispute provided for in the following provisions of clause 19.2, and the parties are unable, within a reasonable time, to

resolve the dispute, they must, acting in good faith, endeavour to agree on a process for resolving the dispute. Should the parties fail to reach agreement on the process to resolve the dispute, that dispute must be determined in accordance with Part 5 of the Act. The provisions of this clause do not derogate from the rights or obligations of the Runanga or any Iwi Member pursuant to the Trustees Act 1956 or any other Act or provisions of law or equity.

- b)** If a dispute arises as a result of the Board Members deciding under clause 9 to not register a person, or to remove a person from the Register of Members, they must:
- i) refer the matter to a Membership Committee, appointed by the Board Members under this clause and comprising Te Kaunihera Pakeke o Ngaitai;
 - ii) request the Membership Committee to make a recommendation to the Board Members in accordance with clause 19.2c) on what action they consider to be appropriate in the circumstances;
 - iii) consider the recommendation of the Membership Committee; and
 - iv) notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision.

If the person concerned disputes that decision, that person may exercise their rights under section 180(1)(m) of the Act.

- c)** When making a recommendation to the Board Members in relation to clause 19.2b), the Membership Committee must apply the provisions of the Act relating to the registration of members of Ngaitai. The Membership Committee must provide the person concerned, and any representative that person appoints, the opportunity to attend a meeting of the Membership Committee and present their account of why the person should be registered or remain on the Register of Members, as the case may be. Each member of the Membership Committee has the discretion to take into account their own knowledge and such other matters as the Membership Committee considers will assist it in making a determination. The Membership Committee must also inform the person concerned of those matters and take into account any submissions or information by that person on those matters.
- d)** The determination of the Board Members on the registration of the person concerned is final and binding on that person and the Runanga, subject to the provisions of section 180(1)(m) of the Act.

20. THE LIABILITY AND INDEMNITY OF BOARD MEMBERS

- 20.1** No Board Member shall be liable for any loss to the Trust Fund not attributable to that Board Member's own dishonesty or for the wilful commission or omission by that Board Member of any act known by that Board Member to be a breach of trust. No Board Member shall be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by such co-trustee.

- 20.2** Each Board Member shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which the Board Member may incur in any way arising from or in connection with that Board Member acting or purporting to act as a Board Member of the Runanga, provided such liability is not attributable to the Board Member's own dishonesty or the wilful commission or omission by that Board Member of any act known by that Board Member to be a breach of trust.

21. FUNDS AND PROPERTIES

- 21.1** The funds and properties vested in the Board shall be administered by the Board in accordance with this Deed.
- 21.2** All monies received shall be paid to the credit of the Runanga at such trading bank or savings bank as the Board shall from time to time appoint and cheques on the bank account and other negotiable instruments shall be signed by the Chairperson and one other Board Member or the Chairperson and Secretary. Endorsements of cheques and other negotiable instruments in favour of the Board shall be made by the Chairperson and the Secretary or the Chairperson and the Treasurer or such other person as may be appointed by the Board from time to time.
- 21.3** The Board shall cause true accounts for each year to be kept in such a manner as the Board may decide of all receipts, credits, payment, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Runanga. The accounts of the Runanga shall be audited at least once in each year by a chartered accountant (not being a Board Member) appointed in that capacity by the Board.

22. FISHERIES ASSET HOLDING COMPANY AND FISHING ENTERPRISE

22.1 Runanga must exclusively hold a Fisheries Asset Holding Company

For so long as the Runanga operates subject to the provisions of the Act, the Runanga must ensure that it has at least one Fisheries Asset Holding Company and that, to the extent and for so long as required by the Act, that Fisheries Asset Holding Company is wholly owned by the Runanga and performs the functions and complies with the requirements set out in sections 16 and 17 of the Act, which at the date of this Deed are that the Fisheries Asset Holding Company:

- a) must be and remain wholly owned and controlled by the Runanga;
- b) must not have more than 40% of its directors who are also Board Members elected in accordance with this Deed;
- c) must have constitutional documents that have been approved by a simple majority of the Board Members as complying with the requirements of the Act;
- d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Board

Handwritten signature/initials

Members, whether or not present at the meeting at which that resolution is proposed;

- e) must receive and hold, on behalf of the Runanga, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by, the Runanga pursuant to the terms of the Act;
- f) must provide dividends solely to the Runanga;
- g) must not undertake fishing or hold a fishing permit;
- h) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Runanga has complied with its obligations under this Deed and sections 69 to 72 of the Act;
- i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Runanga has complied with its obligations under this Deed and sections 161 to 176 of the Act;
- j) in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;
- k) may establish one or more Subsidiaries to be its subsidiary Fisheries Asset Holding Companies;
- l) may transfer to a Subsidiary some or all of the assets received under clause 22.1e);
- m) any Subsidiary established by the Fisheries Asset Holding Company:
 - i) must be and remain wholly owned by the Fisheries Asset Holding Company that established it;
 - ii) must receive and hold, on behalf of the Fisheries Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Fisheries Asset Holding Company under clause 22.1i);
 - iii) must provide dividends solely (albeit indirectly) to the Runanga;
 - iv) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Runanga has complied with its obligations under sections 69 to 72 of the Act;
 - v) in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;
 - vi) must not undertake fishing or hold a fishing permit; and
 - vii) may establish one or more Subsidiaries to be its Subsidiary Fisheries Asset Holding Companies which it must ensure complies with the obligations imposed on it in this clause 22.1,

but the Fisheries Asset Holding Company and its Subsidiaries may undertake any other activity or hold any other assets.

22.2 Establishment of Fishing Enterprise

If the Runanga determines it prudent to establish its own fishing operation, utilising the annual catch entitlement from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise (defined in this Deed as the "Fisheries Enterprise") which is separate from, but responsible to, the Runanga to undertake those operations, which must not be the Fisheries Asset Holding Company or a Subsidiary that receives the Settlement Quota.

22.3 Commercial Aquaculture Activities

a) In the event that the Runanga becomes an Iwi Aquaculture Organisation, it must:

i) not undertake commercial aquaculture activities as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement Act 2004 except through a separate commercial enterprise that is responsible to the Runanga;

ii) ensure resolutions are passed at a General Meeting in accordance with clause 22.3b) for matters relating to:

aa) transfer of authorisations or coastal permits that are Settlement Assets (except where the proposed transfer is to a Corporate Entity); and

bb) a request that Te Ohu Kai Moana Trustee Limited transfer authorizations or coastal permits that are Settlement Assets (except where the proposed transfer is to a Corporate Entity).

b) For the purposes of clause 22.3a)ii):

i) the passing of a resolution must be by a 75% majority of votes cast by Iwi Members who are entitled to vote in accordance with clause 18; and

ii) notice of the meeting must be given in accordance with the provisions of the Maori Commercial Aquaculture Claims Settlement Act 2004.

c) If the Runanga wishes to undertake commercial aquaculture activities (as that term is used in the Maori Commercial Aquaculture Claims Settlement Act 2004), it must establish an enterprise which is separate from, but responsible to, the Runanga to undertake those activities. This separate enterprise may be the Fisheries Asset Holding Company that receives the Settlement Quota and Income Shares.

22.4 Constitutional requirements

The constitution of every Fisheries Asset Holding Company or Fishing Enterprise or a Subsidiary of any of them must require that company to:

- a) hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Charitable Purposes of the Runanga, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Runanga;
- b) present an annual plan and statement or corporate intent to the Runanga;
- c) report annually to the Runanga; and
- d) have its accounts audited,

and may provide for the Runanga to appoint up to two Board Members as directors or trustees of that company or Fishing Enterprise, as the case may be, provided however that at no time may the Board Members comprise more than 40% of the total number of directors or trustees of that company or Fishing Enterprise.

23. ALTERATION OF TRUST DEED

23.1 General alterations to the Trust Deed

The Board may at an Annual General Meeting or Special General Meeting following the passing of a resolution by a 75% majority of votes cast by Iwi Members who are entitled to vote in accordance with clause 18, make alterations or additions to the terms and provisions of this Deed provided that no such alteration or addition:

- a) Detracts from the exclusively charitable nature of the Runanga or results in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
- b) affects any of the matters set out in clauses 5, 6, 7, 8 or 20 unless it is first approved by the Department of Inland Revenue; or
- c) Is inconsistent with clause 23.2.

23.2 Alterations to the Trust Deed relating to matters provided for by the Act

- a) In so far as it relates to matters required by the Act, Adult Iwi Members may also put forward in writing, proposals for changes to this Deed for the consideration of the Board Members.
- b) To the extent that any proposed amendment relates to matters provided for by or under the provisions of the Act, a proposal to change the Trust Deed:
 - i) must not be inconsistent with the Act;
 - ii) unless the change is required as a consequence of a rule made or amended under section 25 of the Act:
 - aa) must not be made earlier than 2 years after the date on which the Runanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngaitai, and

- bb) an amendment may only be promoted if a resolution that the amendment is a resolution for the collective benefit of all Iwi Members is put and passed at a General Meeting in accordance with clause 18.

24. ALTERATION OF COMPANY CONSTITUTIONS

- 24.1** Any proposed amendment of the constitutional documents of the Fisheries Asset Holding Company or any Fisheries Enterprise related to a matter provided for by the Act:
- a) must not be inconsistent with the Act;
 - b) unless the change is required as a consequence of a rule made or amended under section 25 of the Act:
 - i) must not be made earlier than 2 years after the date on which the Runanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngaitai; and
 - ii) an amendment may only be promoted if a resolution that the amendment is a resolution for the collective benefit of all Iwi Members is put and passed at a General Meeting in accordance with clause 18,

and must not amend the requirement in clause 22.4(a) in a manner which would jeopardize the charitable status of the Corporate Entity.

25. ACCESS TO TRUST DEED AND CONSTITUTIONAL DOCUMENTS

- 25.1** If an Iwi Member wishes to have access to this Deed or any constitutional document of the Fisheries Asset Holding Company or any Fisheries Enterprise (or any of their Subsidiaries) that Iwi Member is entitled to make a reasonable request to any of the Board Members or Secretary of the Runanga for such access.
- 25.2** Following a request for access referred to in clause 25.1, the relevant Board Member or Secretary of the Runanga must, as soon as reasonably practicable, make arrangements for that Iwi Member to have reasonable access to the requested document or documents at such time and place as may be determined by the particular Board Member or Secretary of the Runanga as the case may be.
- 25.3** A copy of this Deed or any constitutional document of the Fisheries Asset Holding Company or any Fisheries Enterprise (or any of their Subsidiaries) should be made available to an Iwi Member who has made a reasonable request for a copy of the particular document.
- 25.4** The Runanga is entitled to charge reasonable expenses before providing copies of any of the documents referred to in clause 25.3.

26. DISPOSITION OF SURPLUS ASSETS

If at any time the Board decides that for any reason it is no longer practicable or desirable to carry out the purposes of the Runanga, the Board may decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in New Zealand for their charitable purposes in such manner, upon such terms, and in such proportions as the Board may decide, provided that:

- a) any such vesting must comply with the Act;
- b) a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% at a General Meeting in accordance with clause 15.2(b); and
- c) if the Trust is incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

IN WITNESS WHEREOF this Deed was executed this 27th day of August 2006.

SIGNED by Alan John Charteris
As Board Member and trustee in the
presence of

) 
)
)

SIGNED by Christina Mary Davis
As Board Member and trustee in the
presence of

) 
)
)

SIGNED by Julie Te Urikore Lux
As Board Member and trustee in the
presence of

) 
)
)

SIGNED by Lesley Rae Maxwell
As Board Member and trustee in the
presence of

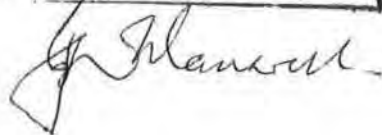
) 
)
)

SIGNED by Muriwai Maggie Jones
As Board Member and trustee in the
presence of

) 
)
)

James William Maxwell JP

J.W Maxwell J.P.
Rd 1 Toi toa. Opotiki
Former.



Justice of the Peace/Solicitor of the High Court of New Zealand/
Registrar of the District Court/Registrar of the High Court



NGAITAI
IWI AUTHORITY

Treaty of Waitangi Settlement Claim
WAI78

Presentation to Mandate Hui
25 January to 2nd February 2013

Overview:

1. Karakia
2. Mihimihi
3. Power point Presentation
4. Questions and Answers
5. Indicative vote
6. Casting vote

What is a Treaty Settlement?

- An agreement between the Crown and a claimant group to settle historical Treaty grievances with the Crown
- Three components = Historical redress, Cultural redress and Financial & Commercial redress
- Accept that settlement is fair and final and settles all the historical claims (whether lodged with the Tribunal or not)
- Accept that it is not possible to fully compensate the claimant group for their grievances and that redress:
 - Focuses on providing recognition of the group's historical grievances
 - Restores the relationship between the claimant group and the Crown
 - Contributes to a claimant group's economic development

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Steps involved in Negotiation and Settlement

- Mandating
- Negotiations to Agreement in Principle (AIP)
- Negotiations to Deed of Settlement
- Ratification of Deed of Settlement
- Settlement Legislation and Settlement Date

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

What is a Mandate

- Conferring a mandate:
 - When a claimant group gives a representative body the authority to enter into negotiations with the Crown on their behalf.
- Limits on the mandate:
 - Only gives the NIA the authority to negotiate a draft Deed of Settlement with the Crown
 - Mandated representatives cannot settle any of the claims without the approval of the claimant group
 - The claimant group has the final say on whether or not to accept a draft Deed of Settlement

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Who will be covered by the Mandate?

- NIA will be negotiating on behalf of all of Ngaitai Iwi Members.
- Definition of Ngaitai: Direct descendants of Manaakiao and Torere Nui A Rua.
- Marae associated with NIA: Torere Marae

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Mandate Proposal

Ngaitai Iwi Authority is seeking a mandate from Ngaitai Iwi members to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty Of Waitangi claims of Ngaitai.

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Eligibility to Vote and Voting Process

- 18 years +
- Ngaitai Iwi Member whether registered or not with the Ngaitai Uri Register
- If you wish to register you can do so by contacting: the NIA administration office, 07- 3158485 / email info@ngaitai.iwi.nz

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Voting on the Mandate Proposal

- Ngaitai adult members can vote on the proposal
- Information and instructions have been provided in the voting pack.
- Series of four hui are taking place
- Vote by postal ballot or in person at the hui
- Results will be published by 23 February 2013
- Once the process is completed, NIA will submit a Deed of Mandate to the Crown

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

About the Ngaitai Iwi Authority

- November 1987 - Hui-a-Iwi held at Torere Marae, Torere
- October 1988 - Deed of Trust signed
- Incorporated Charitable Trust Act 1957
- August 2006 - Review of Trust Deed
- October 2008 - Registered with the Charities Commission

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

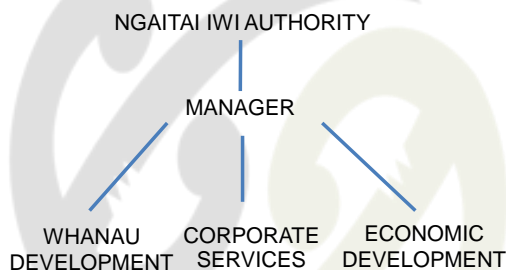
Trustees

Chair: Mrs Yvette Callaghan
Secretary: Ms Wency Rewi
Treasurer: Mrs Christina Peters

Committee members:
Mr Whetu Kingi
Mr Rei Mihaere
Ms Jeanne Kerr
One Vacancy

Manager:
Rev. Bettina Taumau Maxwell

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI



NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Additional Information of the Mandated Body

- Why the Ngaitai Iwi Authority is a suitable body?
 - Recognition of the autonomy of Ngaitai Iwi
 - Confirmed as the Recognised Iwi Organisation (Deep Sea Fisheries Allocation)
 - Confirmed as the Mandated Iwi Organisation (Deep Sea Fisheries Allocation)
 - Establishment of Te Kumukumu Ltd, (Ngaitai Fisheries Asset Holding Company)
 - Te Hinahina o Te Rangimarie Housing project
 - Achieved Tax exemption Status with Inland Revenue
 - Purchase of a culturally significant section of Takaputahi land

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

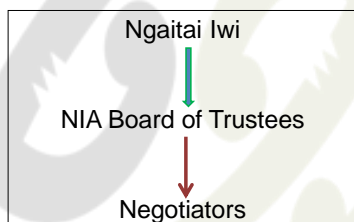
Guiding Principles

- The NIA shall be administered by the Board and accountable to Ngaitai Iwi.
- The return of that land to Ngaitai Hapu and provide such relief as it considers appropriate (Ref: Claim App.)
- Building a strong sustainable economic Base

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Negotiation Structure.

Organisational Structure:



NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Negotiation Structure Decision Making

- All decisions for settlement negotiations in accordance with Ngaitai tikanga and kawa.
- Decisions taken will be based on consultation with iwi.
- The NIA will provide direction, advice and terms of reference for the negotiators.

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Negotiation Structure Representation

- The NIA will confirm, appoint, rotate and/or retire Negotiator(s) by resolution, in consultation with the Ngaitai Iwi..
- A maximum of 3 negotiators.
- Negotiators are accountable to NIA and will report monthly.
- Should members of Ngaitai Iwi be no longer satisfied with the performance of the NIA a dispute resolution process will be followed.
- A member of Ngaitai Iwi may apply in writing to the NIA to call a Hui-a-Iwi to replace a mandated representative vote provided such application is accompanied by [20] signatures of other members of Ngaitai Iwi.

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Negotiation Structure Accountability

- The mandated body is ultimately responsible.
- It will report to the Ngaitai Iwi AGM, Hui A Iwi, Marae meetings, panui, NIA Website and Wananga.
- Ability for Ngaitai Iwi to have an input into decisions.
- Negotiating team will report monthly to the mandated group and as required.

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Negotiation Structure "Dispute Resolution"

Resolution Process:

- Kanohi ki te kanohi ' and in accordance with the tikanga of the tribe;
- If no resolution mediator appointed.
- NIA will vote on the issue, Chair has casting vote.
- If the approach in c) is unsuccessful, the Ngaitai Iwi Authority shall refer the matter to a tribal hui-a-Iwi, which will determine the outcome of the dispute.

The ruling by resolution at a hui-a-Iwi will be final and binding on the Ngaitai Iwi Authority.

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Ngaitai Treaty of Waitangi Historical Claim

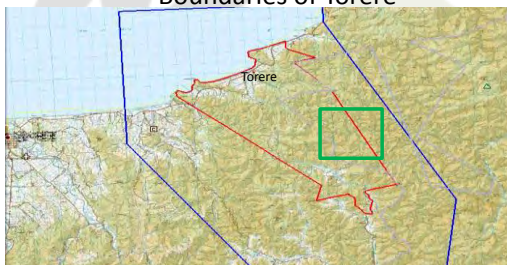
WAI78

"I have come to weep with the waters of Waitangi, you have not met your obligations of the Treaty of Waitangi to my people, and you have marginalized my people".

Ngaitai Kaumatua – The Late Archbishop W Vercoe, 1990

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Historical & Contemporary Boundaries of Torere



Area of Claim:

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Our Historical Treaty Claim – WAI78

Registered 29th May 1989 with the Waitangi Tribunal by Hone Maxwell on behalf of the Ngaitai Hapu

Claim covers:

Torere 63 (5359 acres) - originally 3 land blocks Torere 1B2 (1034 acres) and Lot's 1 (2082 acres) & 2 (2243) of Torere 3

Claim requests that the Tribunal:

- Recommend the return of that land to Ngaitai Hapu and provide such relief as it considers appropriate
- Commission a researcher to report on claim before any hearing
- Appoint a lawyer to assist us
- Hear the claim at the Torere-Nui-A-Rua Marae, Torere

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Claim Progress so far

1988 to 1990 - Hui held as Ngaitai Iwi and NIA Governance for updates, Research attempted and survey options discussed to aid progress

1991 to 2008 - Some research initiated however other Iwi business took priority

10 July 09 - Office of Treaty Settlements completes a presentation to the NIA at the Torere Marae

July 09 to October 09 - Series of hui held between representatives of NIA Governance, NIA Management and OTS Officials to plan the preparation stage of the Treaty process

October 2012 Mandate Strategy submitted to OTS and accepted with 1 late opposing submission received

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

After The Mandate:

1. Appoint Research Team
2. Appoint Negotiators
3. Appoint Legal
4. Appoint Project Manager
5. Progress to achieve Agreement in Principle.

NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
© NGAITAI

Thank you for your
attendance and support

Trustees:
Ngaitai Iwi Authority



NGAITAI IWI AUTHORITY
WHAKAPUMAUTIA TE MANA MOTUHAKE
O NGAITAI

