

6 Whiringa-ā-nuku 2023

File Ref: OIA 47797

[REDACTED]  
[REDACTED]

Tēnā koe [REDACTED]

### **Official Information Act request**

Thank you for your information request dated 29 August 2023, initially made to the Ministry of Justice, under the Official Information Act 1982 (the Act). Your request was as follows:

*"We would like to make an application / under the official information act / for the release of information The Tpk mta Muaupoko Mandate Strategy / direct negotiations ?*

*The 1866*

*Reduction in Status of Tangatawhenua to secondary claimants*

*The question is*

*A) was it a status reduction" in perpetuity "*

*B) Tangatawhenua Reduction in status didn't include at that time*

*"The Muaupoko Tangatawhenua hapu Ngati Tamarangi ki Horowhenua*

*Whose Whakapapa / wahi tapu / Taonga dated pre 19th Century*

*The 1840 Original Muaupoko Horowhenua Block 11 which was not included in that 1866*

*Status reduction ?*

*App under the official information act a copy of*

*The TPK MTA Muaupoko Mandate Strategy Direct negotiations*

*Hapu and enduring evidence/ physical / wahi tapu / taonga*

*Crown process*

*takutai/ Overlapping iwi*

*The Tpk mta Muaupoko Mandate Strategy "Direct negotiations"*

*Suppression and containment not engagement?*

*"Mandate*

*Undemocratic"*

On 11 September 2023, your request was transferred to Te Puni Kōkiri under section 14 of the Act because the relevant information is more likely held by Te Puni Kōkiri.

On 13 September, Te Puni Kōkiri wrote to you to seek clarification of your request but have not received a response. Therefore, I am required to make a decision on your original request in accordance with the Act.

I have carefully considered your message and I believe it is not possible to discern what particular information you are seeking. You have not provided any clarification or context as to what your request relates to. The responsibility placed on requesters by s12(2) of the Act to specify your request with due particularity has not been met in your request.

In the absence of further information, I have interpreted your request as seeking the Muaūpoko Tribal Authority Deed of Mandate and supporting material. This information is publicly available. To assist you I have attached a copy.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

If you wish to discuss any aspect of your request with us, including this decision, please feel free to contact us at [oiia@tpk.govt.nz](mailto:oiia@tpk.govt.nz).

Ngā mihi

A handwritten signature in blue ink, appearing to be 'GM' or similar initials, located below the 'Ngā mihi' text.

George Mackey  
Kairiwhi Hautū, Te Puni Rangapū-ā-Rohe me Whakahaere | Acting Deputy Secretary,  
Regional Partnerships & Operations

**Muaūpoko Tribal Authority Inc  
Deed of Mandate  
for Muaūpoko**



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OFFICIAL INFORMATION ACT

## 1. Introduction

- 1.1. This Deed of Mandate formally demonstrates that the Muaūpoko Tribal Authority Incorporated (MTA) and its Trustees have obtained a durable mandate to represent Muaūpoko in negotiations with the Crown for a comprehensive and final settlement of all our historical Treaty of Waitangi claims.

## 2. Background

### *Who is Muaūpoko?*

- 2.1. **Brief History:** Muaūpoko is descended from the eponymous ancestor Tara whose name has been given to many Aotearoa landmarks, most notably Te Whanganui ā-Tara (Wellington) and the Muaūpoko land block in Waikanae. His people were known as Ngāi Tara, although more recently they have taken the name of Muaūpoko, the people living at the head of the fish of Maui. Today, the Muaūpoko Iwi is principally located in the Horowhenua area.
- 2.2. **Traditional Rohe:** The Muaūpoko traditional rohe is located in the Horowhenua/Kāpiti Coast/Wellington regions. In the early 19<sup>th</sup> century Ngāi Tara were a large iwi occupying the area bounded by the Tararua Ranges in the east and the Tasman Sea in the west, from Sinclair Head in the south to the Rangitikei River in the North. Some hapū had even settled in the Queen Charlotte Sounds and the West Coast of the South Island in the 17<sup>th</sup> century.
- 2.3. **Population:** The 2006 Census estimates the Muaūpoko iwi to include 2,499 members, and Schedule 3 of the Māori Fisheries Act 2004 gives a notional population of 1901 for Muaūpoko. The current number of individuals enrolled on the register is 3084. The actual population of the Muaūpoko iwi is undoubtedly larger than either of these figures and the MTA is confident it will develop an effective communications strategy and registration process, and is currently working to get all members of Muaūpoko enrolled on the Muaūpoko tribal register.

## 3. Mandate

- 3.1. The Trustees achieved their mandate through a process that was fair, open and transparent. The process is outlined in **Section Sixteen**.
- 3.2. Additional material in relation to how the mandate was achieved is attached to the Deed at **Appendices A to O**.

## 4. Comprehensive negotiations

- 4.1. The Trustees of the MTA on behalf of Muaūpoko now seek to enter into direct settlement negotiations for the comprehensive and final settlement of all Muaūpoko historical Treaty of Waitangi claims. We seek to resolve all the historic Treaty of Waitangi claims of Muaūpoko, whether registered with the Waitangi Tribunal or not, for Crown breaches of the Treaty of Waitangi that occurred prior to 21 September 1992.
- 4.2. The registered Waitangi Tribunal claims that relate to Muaūpoko are set out at **Appendix A**.

## 5. Large Natural Grouping

- 5.1. On 24 August 2009, Hon. Chris Finlayson confirmed Muaūpoko's status as a large natural grouping (LNG) and confirmed MTA to commence the mandating process
- 5.2. The LNG confirmation letter is attached as **Appendix B**.

## 6. Claimant Definition

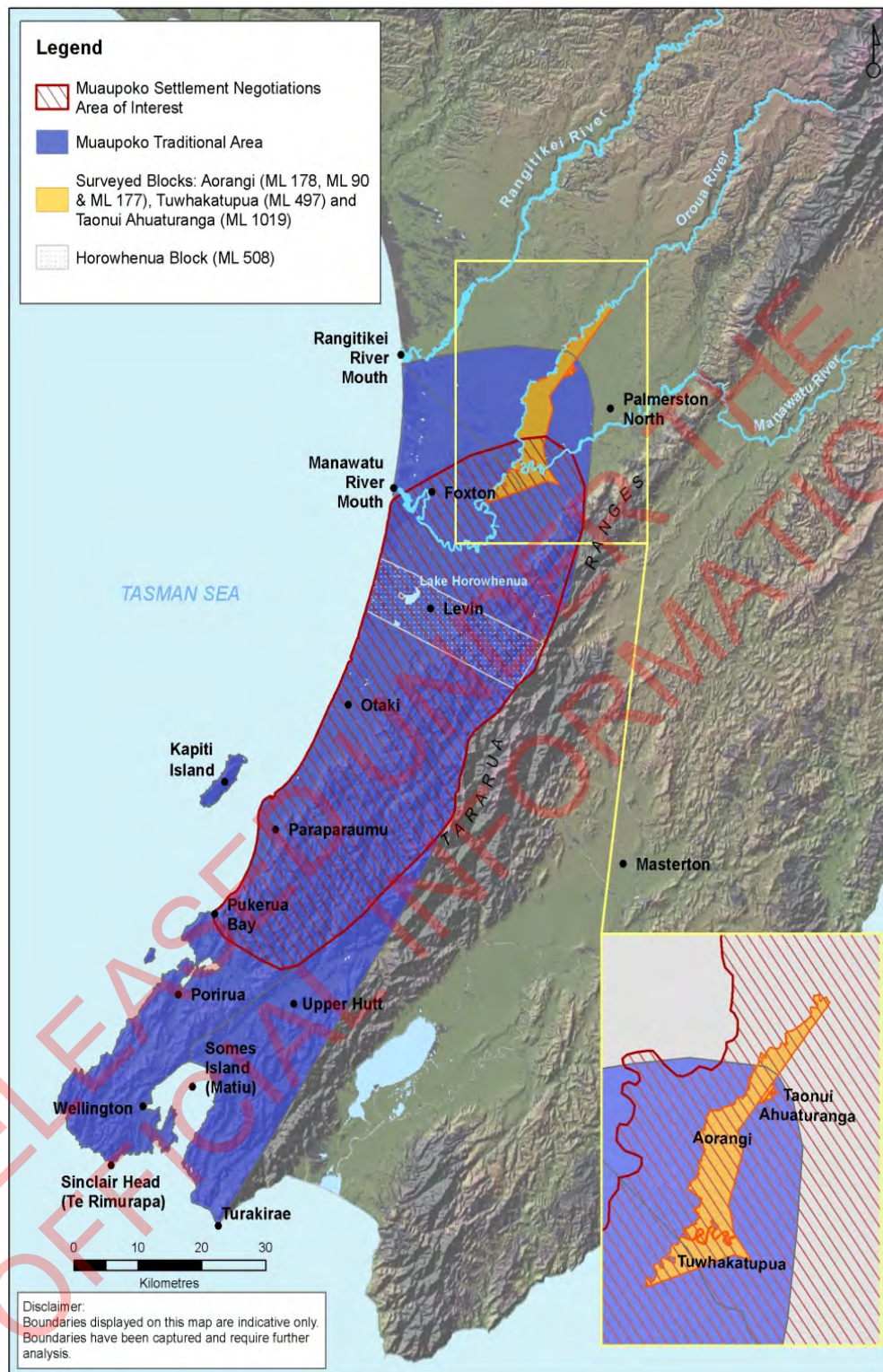
- 6.1. For the purposes of this mandate to negotiate the full and final settlement of all Muaūpoko historical Treaty of Waitangi claims, Muaūpoko is defined as the descendants of Tara, Tuteremoana and Tupatunui who also affiliate to one of the following hapū: Ngāti Te Ao, Ngārue, Ngāti Hine, Ngāti Pāiri, Ngāti Tamarangi, Ngāti Whanokirangi and Punahau.
- 6.2. This mandate also covers the following historical hapū as far as they relate to Muaūpoko; Ngāti Tairatu, Ngāti Kuratuauro, Ngāti Rongopatahi, Ngāti Te Riunga, Ngāti Puri, Ngāti Akahu and Ngāti Rangi.

## 7. Area of Interest

- 7.1. Today, the Muaūpoko iwi is principally located in Taitoko (Levin) and the Area of Interest is primarily in the Horowhenua/Kāpiti region.
- 7.2. For Treaty Settlement purposes the Muaūpoko area of interest is from; Pukerua Bay in the south, to the Manawatū River Catchment in the North, bordered by the Tararua Ranges in the east and the Tasman sea in the West, including Kāpiti Island. See **Section 7.4** for Muaūpoko's Area of Interest Map.
- 7.3. There are a number of neighbouring iwi who overlap the Muaūpoko Area of Interest (see **Cross Claims and Overlapping Interests Section 15**). To the North is Rangitane ki Manawatū. To the East is Ngāti Kahungunu ki Wairarapa and Rangitāne ki Wairarapa. To the South is Ngāti Raukawa ki Te Tonga, Taranaki Whānui and Ngāti Toa. To the North West is Ngāti Apa and Ngāti Kauwhata. It is noted that a number of the Muaūpoko Wai claims include the traditional rohe (see **Paragraph 2.2**).



#### 7.4. Map of Muaūpoko Area of Interest





## 8. Muaūpoko Treaty Settlement Claims

- 8.1. The MTA will negotiate the full and final settlement of all Muaūpoko historical Treaty of Waitangi claims through the Treaty settlement negotiation process. The claims of Muaūpoko include all claims made at any time (whether or not the claims have been researched, registered and/or notified) by any claimant or anyone representing them that:
- are based on a claimant's affiliation to Muaūpoko and/or one of the listed hapū (see Claimant Definition, section 6);
  - are founded on rights arising from Te Tiriti o Waitangi/The Treaty of Waitangi, or its principles under legislation, at common law (including customary law and aboriginal title), from a fiduciary duty, or otherwise;
  - arise from or relate to acts or omissions before 21 September 1992 by or on behalf of the Crown or under legislation.
- 8.2. The above claims include the registered Wai numbers as set out in the updated table of claimants, at **Supporting Material to the Deed of Mandate**.

## 9. The Mandated Body

### *Who is the Muaūpoko Tribal Authority (MTA)?*

- 9.1. The MTA is an incorporated society registered on 21 August 1997 under the Incorporated Societies Act 1908. The MTA is governed by a board of elected representatives ("**Board**") from each of Muaūpoko's seven hapū (two representatives each). Our kaunihera kaumātua (council of elders) provides guidance and tikanga advice when necessary.
- 9.2. The MTA has three subsidiary organisations; Muaūpoko Trading Company Ltd (MTC), Muaūpoko Community Services Ltd (MCS), and Muaūpoko Support Services. MTA is the sole 100% shareholder of these three subsidiary legal entities. Each of these companies has their own company constitution pursuant to the Companies Act 1993. The MTA board is the sole shareholder and can remove and appoint the directors of the subsidiaries and request and approve changes to their constitutions.
- 9.3. The MTA has provided a number of social services to its membership over the last decade. All operational services now are handled by a Chief Executive Officer who reports directly to the MTA Board.
- 9.4. The MTA is:
- The Mandated Iwi Organisation (MIO) for Muaūpoko under the Maori Fisheries Act 2004;
  - The Iwi Aquaculture Organisation (IAO) for Muaūpoko under the Maori Commercial Aquaculture Claims Settlement Act 2004; and
  - Represents Muaūpoko as an "iwi authority" for the purposes of the Resource Management Act 1991.
- 9.5. The MTC holds all of the fisheries assets. The MTA MIO and AIO status was achieved in December 2012. To achieve MIO and AIO status minor amendments were made to the MTA rules of incorporation. A resolution to accept these changes, and to evidence support for MTA to become a

MIO was voted on in September to October 2012. The voter return percentage was 21.72%, being 364 votes received from 1,676 eligible voters, of which 85.44% voted by post or at the Special General Meeting and 14.56% voted on the internet. Of those who voted, 87.85% supported the resolutions.

- 9.6. The MTA owns its own office space accommodation on the main road in Levin. It is serviced by six staff.

## **10. Responsibility & Accountabilities of the Muaūpoko Tribal Authority**

### ***Appointing, replacing and removing MTA Board members***

- 10.1. The appointment, replacement and removal of MTA Board members is set out in the MTA's rules ("Rules") attached as **Appendix C**. These are summarised as follows.
- 10.2. The MTA Board members hold office for no longer than three years without facing re-election. Retiring Board members are eligible for re-election.
- 10.3. Where a Board member's position becomes vacant the alternate takes office for the remainder of the term, otherwise the hapū concerned is entitled to elect a replacement for the remainder of the term. Each hapū is entitled to elect a minimum of one and a maximum of three representatives (two Board members + one alternate). The Board must determine in consultation with the hapū:
- a date for each hapū election, which shall be a date at least two calendar months before the relevant Board member's tenure is due to expire; and
  - whether the hapū will conduct the election themselves or with the support of the MTA.
- 10.4. The method of voting is outlined in the MTA's rules.
- 10.5. At least 30 working days before the date of the hapū election, the Board gives a notice published in all daily newspapers in the vicinity of the rohe of Muaūpoko and in any region of New Zealand in which significant concentrations of members reside of:
- the numbers of positions to be filled for the relevant hapū election; and
  - the date by which the nominations in writing are to be received by the Board or its nominated representative at the Registered Office, such date to be no later than 10 working days after the date of the notice given under section 17 of the MTA Incorporated Society rules.

### ***Governance***

- 10.6. The MTA Board will sign off on all important documents (such as Terms of Negotiation, Agreement in Principle, and a draft Deed of Settlement). In regards to the Deed of Settlement, the approval of the claimant community will ultimately be required through the formal ratification process.

### ***Reporting Back to Claimant Community***

- 10.7. The MTA, as the mandated organisation, will have overall responsibility for reporting back to its constituent claimant community to ensure its mandate is kept current. The MTA will report back to the claimant community on the progress of the settlement process including updates and information at key milestones such as:

- achieving Crown recognition of mandate;
- Terms of Negotiation;
- Agreement in Principle;
- Deed of Settlement;
- Post-Settlement Governance Entity (PSGE) structuring;
- ratification of the settlement package and the PSGE (which will require hui around the motu and an approved ratification and voting process); and
- progression of research activity and timing of other opportunities for Muaūpoko to tell the Muaūpoko story.

### ***Claims Committee***

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- 10.8. Purpose:** The MTA proposes to strengthen its “representative” structure by establishing a new Claims Committee as an advisory body to the MTA board in respect of its Treaty settlement programme. The Claims Committee membership will enhance the representation of interests within its constituent claimant community in carrying the Muaūpoko Treaty interests forward. See **Appendix D**, Engagement Strategy, for more details about how the MTA intend to engage with Muaūpoko and Muaūpoko Wai Claimants.
- 10.9. Composition:** The Claims Committee will be a subcommittee of the MTA sitting inside the MTA’s structure. The MTA intends that the claims committee will include representation of:
- MTA;
  - Hapū;
  - Kaunihera Kaumātua;
  - Registered Waitangi Tribunal Claimants;
  - Lake Horowhenua Trust; and
  - Hokio A Trust.
- 10.10.** The above groups have been selected as they are representative of a wide cross-section of the Muaūpoko claimant community.
- 10.11. Appointments process:** Appointments of representatives will be made in accordance with each group’s established voting procedures. For hapū and Wai claimants, the MTA will run an open and transparent appointments process.
- 10.12. Role and Function:** The Claims Committee will be an advisory body to the MTA Board on all Treaty settlement matters. It will also have a coordination role throughout the settlement process organising and coordinating the various Treaty settlement work streams as required, which may include recommendations to the MTA Board to establish and appoint other committees and roles such as a research unit or a team of negotiators. In its advisory capacity the Committee will make recommendations to the MTA Board for sign off at key decision points (Agreement in Principle, Deed of Settlement, Ratification, PSGE etc).

- 10.13. The Claims Committee will also be a further link between negotiators and the Muaūpoko claimant community by promoting an open and transparent process (subject to confidentiality at key points for negotiation purposes). Further detail on the objectives and function of the Claims Committee will be outlined before submitting a Deed of Mandate.

### ***Research Group***

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- 10.14. The MTA will be supported by a focussed group of researchers (Research Group) headed by a professional historian/researcher, selected by the MTA in consultation with the Crown who is engaged to ensure a robust historical account can be established, forming the basis of negotiations and settlement.
- 10.15. The MTA envisages that members with in-depth knowledge of the history and whakapapa of Muaūpoko and its hapū could be invited or will apply for appointment to the Research Group.
- 10.16. The MTA is in discussions with CFRT to progress funding support for research.

### ***Advisors***

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- 10.17. The MTA will utilise a number of advisors where appropriate and when required. The MTA will use its best endeavours to utilise internal staffing resources and capacity within hapū groups where appropriate. Of course there will be an ongoing need for specialist advisors during the settlement process.

### ***Kaunihera Kaumātua***

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- 10.18. The council of elders are recognised within the MTA's constitution for endorsement of elected representatives and provides ongoing advice to the MTA in relation to matters of tikanga and whakapapa.

### ***Muaūpoko Iwi Registration***

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- 10.19. **MTA will maintain a Muaūpoko iwi and MTA Membership roll.** This will give Muaūpoko iwi members who do not wish to register with MTA the opportunity to receive private notices regarding Fisheries, Treaty Settlement etc. Membership registration is outlined in the MTA rules of Incorporation.
- 10.20. **The Whakapapa Committee** appointed under the MTA's rules will validate applications for membership. Each hapū representative Board Member(s) shall organise for their respective hapū a Whakapapa Representative or Committee for their hapū.

### ***Reporting to Funders***

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- 10.21. Primary funding sources will be through the Office of Treaty Settlements (OTS) and CFRT. Muaūpoko has as interest in Crown Forest Licensed Lands within its Area of Interest.

## **11. Negotiators**

- 11.1. A focussed team of around 3–5 negotiators (Negotiators) will be appointed to work through the detail of a Treaty settlement package with the nominated Crown negotiators during the negotiation

phase. The Negotiators will be given general direction and guidance by the MTA and will report back throughout negotiations.

### ***Lead Negotiator***

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- 11.2. The MTA is considering engaging the services of an experienced Treaty negotiator of reputable note and credibility. The lead negotiator's role will be to lead the team of negotiators through key engagements with Ministers and Government officials. A second tier of negotiators may undertake the work required at a more detailed level.

### ***Reporting Processes for the Negotiators***

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- 11.3. The Negotiators are accountable to the MTA and will report to the MTA on a monthly basis, or more frequently as required. Reports will be copied to the Claims Committee to enable it to provide ongoing advice to the MTA Board.

### ***Decision Making Processes for the Negotiators***

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- 11.4. The Negotiators will conduct negotiation discussions with the Crown but will not make decisions without the agreement of the MTA.

### ***Appointment and/or Replacement of Negotiators***

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- 11.5. The MTA will confirm, appoint, rotate and/or retire Negotiator(s) by way of resolution, in consultation with the Muaūpoko claimant community. There will be a maximum of five negotiators at any one time.
- 11.6. If a dispute arises in relation to the replacement, removal or appointment of Negotiator(s), the following process will be adopted by the MTA:
- The MTA shall firstly attempt to resolve the matter 'kanohi ki te kanohi ' and in accordance with the tikanga of the tribe;
  - If the approach in a) does not resolve the dispute, the MTA shall suggest the appointment of a mediator to try and resolve the dispute.
- 11.7. If the approach in **Paragraph 11.6** is unsuccessful then there shall be a vote of the MTA Board, with the Chairperson having an additional casting vote, in the event of a tied vote.
- 11.8. If the approach in **Paragraph 11.7** is unsuccessful, the MTA shall refer the matter to a tribal hui ā-iwi, which will determine the outcome of the dispute. The hui shall be conducted in accordance with the MTA's constitution and a ruling by resolution at a hui ā-iwi will be final and binding on the MTA.

## **12. Research**

- 12.1. A comprehensive historical research exercise will be undertaken to create an historical account to form the basis of a settlement with the Crown. The comprehensive research project will be commissioned after the Terms of Negotiation.
- 12.2. A brief literature review/research project was commissioned early in 2008, which was undertaken by Buddy Mikaere in preparation for the MTA's response to the Port Nicholson Agreement in Principle.

- 12.3. CFRT undertook a research scoping exercises for the Tribunal and produced the “Hearn Report”<sup>1</sup>, which identified available research resources and areas requiring further research.
- 12.4. Muaūpoko currently has large volumes of research available on its claims although some gaps do exist relating to Muaūpoko’s association within its tribal areas, its interaction with the Crown and the affects of Crown acts, omissions and policies during this period.

### **13. Authority to Amend Deed of Mandate**

- 13.1. The MTA Board will have the authority to amend this Deed of Mandate when and where appropriate to make the management of the negotiations more effective.
- 13.2. If these changes are of a significant nature, that could affect the Muaūpoko Claimant Community, then this will be considered by an advertised Muaūpoko hui ā-iwi.

### **14. Dispute Resolution**

- 14.1. If a genuine dispute arises between iwi members and the MTA, the parties shall endeavour to resolve the dispute in good-faith between them. If the parties are unable to resolve the matter by negotiation the MTA’s dispute resolution process shall apply as set out in its Rules.

### **15. Cross Claims and Overlapping Interests**

- 15.1. The MTA will continue to ensure all registered Wai claimants are kept up to date and informed throughout the Treaty settlement process where appropriate.
- 15.2. The MTA is also committed to developing and implementing a “tell your stories” approach to progressing the Muaūpoko Treaty claims to address the key issues being expressed amongst Muaūpoko claimants, in particular the need to:
- ensure the Muaūpoko story is told by Muaūpoko; and
  - start the healing process for Muaūpoko.
- 15.3. The MTA’s intention is to invite all claimants to support and be part of the direct Treaty settlement negotiations process.

#### ***Overlapping Interests***

- 15.4. Once a mandate is received the MTA will be in a position to hold formal meetings with overlapping groups to work through issues if and as they arise.
- 15.5. The MTA will take responsibility for engagement and interaction with neighbouring Iwi groups with overlapping interests, primarily through the MTA Board Chairperson when appropriate and on recommendations made by the Claims Committee where those relationships intersect with the Muaūpoko Treaty settlement interests. The overlapping iwi we are aware of include the following:
- Ngāti Apa ki Rangitikei;
  - Rangitāne ki Manawatū;

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<sup>1</sup> Hearn, T.J. Crown Forestry Rental Trust. (2010, May 03). *The Waitangi Tribunal Porirua ki Manawatu Inquiry district: A technical research scoping report* (Document Number: 6.2.002.). Wai 2200.



- Ngāti Kauwhata;
- Ngāti Raukawa;
- Te Atiawa ki Whakarongotai;
- Ngāti Toa; and
- Taranaki Whānui ki Pōneke.

## 16. Mandating Process

### *Draft mandate consultation*

- 16.1. In June 2012, the MTA submitted a draft mandate strategy to the Crown detailing the proposed mandate process to gain a Crown-recognised mandate to represent Muaūpoko in negotiations with the Crown for the comprehensive settlement of the historical Treaty of Waitangi claims of Muaūpoko.
- 16.2. The strategy was publicly advertised with private notices going to registered members. An independent facilitator and TPK observers attended each hui and a record of attendance was noted. The three Information Hui were held;
  - Saturday, 23 June 2012 at 11am, Masterton Motor Lodge, 250 High St, Masterton. Attended by 15 people;
  - Saturday, 23 June 2012 at 5pm, North, 110 Fitzherbert Ave, Palmerston North Kingsgate Hotel Palmerston. Attended by 20 people;
  - Sunday, 24 June 2012 at 11am, Kawiū Marae, Kawiū Rd, Levin. Attended by 20 people.
- 16.3. A Presentation and supporting information was provided at each Information Hui.
- 16.4. Te Puni Kōkiri invited submissions to the draft mandate strategy from 5 June to 29 June 2012. Te Puni Kōkiri received 150 submissions, 145 of these submissions were in support of the draft mandate strategy.
- 16.5. The submissions resulted in the Crown conditionally endorsing the MTA mandate strategy on 19 October 2012. The conditions to the mandate strategy were:
  - the MTA undertake research regarding the Muaūpoko claimant definition, and consider research undertaken by the Crown regarding the Muaūpoko claimant definition prior to beginning mandate vote; and
  - offer a facilitated hui with Wai claimants to discuss the MTA's proposed mandate process.
- 16.6. The conditional endorsement letter is attached as **Appendix E**.
- 16.7. The MTA undertook research with an independent Crown historian regarding the Muaūpoko claimant definition between 5 November and 12 November 2012 and subsequently added two tūpuna, whom Muaūpoko are more closely descended from, and recognised seven historic, inactive, Muaūpoko hapū, to the claimant definition.
- 16.8. The MTA meet with Muaūpoko Wai claimants on 14 April 2013, a copy of the Facilitators report is attached as **Appendix F**.

## ***Mandate Hui***

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- 16.9.** The mandating process involved a series of mandating hui where the trustees of the MTA put the mandate resolution to the Muaūpoko claimant community in order to seek the mandate for the trustees to represent the claimants for the purposes of settling the comprehensive and final settlement of all Muaūpoko historical Treaty of Waitangi claims
- 16.10.** The trustees also provided information about the Trust, the mandate strategy and the negotiations process.
- 16.11.** Mandating hui were convened in the following locations:
- Angus Hotel, 11am Saturday, 8 December 2012, 507 Railway Rd Hastings. Attended by 21 people;
  - Kingsgate Hotel, 5pm Saturday, 8 December 2012, 110 Fitzherbert Ave, Palmerston North. Attended by 32 people;
  - Kawiū Marae, 11am Sunday, 9 December 2012, 290 Kawiū Road, Levin. Attended by 48 people;
  - Te Puni Kōkiri House, 5pm Sunday, 9 December 2012, 143 Lambton Quay, Wellington. Attended by 16 people.
- 16.12.** At each of those hui, eligible members had the opportunity to vote on the mandate resolution to enable the trustees holding office from time to time of the MTA to become the mandated representatives for the Muaūpoko claimant community. The mandate resolution voted on was:
- 16.13.** “That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims.”
- 16.14.** An independent Crown observer from Te Puni Kōkiri was also present at the hui. The independent Crown observer did not take part in the discussions at the hui. Attached as **Appendix G**, is a copy of the independent Crown observers’ reports.

## ***Mandate Hui Notices***

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- 16.15.** The Mandate Vote was publicly advertised with private notices (see **Appendix H and I**) going to registered members.
- 16.16.** Notice of the hui were also advertised in:
- Dominion Post
  - Local newspapers (in relation to the hui held in the area)
  - MTA pānui; and
  - MTA website.
- 16.17.** Notices for mandating hui included the resolution to be voted on, information about the voting procedures, hui details as well as how copies of the Mandate Strategy could be obtained.

## ***Mandate Hui Presentation***

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- 16.18.** A Presentation (see **Appendix J**) and supporting information (see **Appendix K**) was provided at each Information Hui. Special vote forms were provided by an election official, and the ballot box was opened and its contents sent to the Returning Officer by the Te Puni Kōkiri Observer.

## ***Mandate Hui Voting Process***

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- 16.19.** MTA provided an opportunity for all adult Muaūpoko members to vote on the MTA Mandate Proposal from 19 November to 12noon 16 December 2012.
- 16.20.** An independent Returning Officer, Electionz.com, was engaged for the MTA mandate voting process. Voting was carried out by postal voting, online voting, special vote and by ballot cast at Mandate Information Hui and the Special General Meeting held at Kohuturao Marae on 16 December 2012.
- 16.21.** Adult Muaūpoko members (aged 18 years and older) were asked whether or not they accept the mandate proposal. Members had to register with Electionz.com to vote. Those members already on the Muaūpoko membership were enrolled. Members did not have to register with the MTA to vote. Those who were not registered before 19 November 2012, or who did not wish to register with MTA, could make special votes.
- 16.22.** The independent Returning Officer, Electionz.com, provided the following results; 392 votes were cast; 87 per cent of those who participated in the vote, voted in favour of the resolution. There were 13 per cent of votes that were against the resolution. (see **Appendix L**)

*MTA considered this was sufficient support to submit a draft Deed of Mandate to the Crown.*

## **17. Deed of Mandate Summary**

- 17.1.** This Deed of Mandate has been submitted to Te Puni Kōkiri, who have invited submissions, views or inquiries. This has been publicly advertised in the Dominion Post and Levin Chronicle. Submissions must reach **Te Puni Kōkiri** by no later than **5pm, 26 June 2013**. All correspondence will be subject to the Official Information Act 1982 and shared with the MTA.
- 17.2.** Copies of the draft Deed of Mandate are available at;
- the Te Puni Kōkiri website [www.tpk.govt.nz](http://www.tpk.govt.nz), and
  - the Muaūpoko website [www.muaupoko.iwi.nz](http://www.muaupoko.iwi.nz)

## **18. Supporting Material to the Deed of Mandate**

- 18.1.** The Supporting Material to the draft Deed of Mandate are as follows:
- 18.2.** Muaūpoko Wai Claimants - (**Appendix A**) (including two currently unregistered).
- 18.3.** The large natural grouping confirmation letter (**Appendix B**).
- 18.4.** Muaūpoko Tribal Authority Rules of Incorporation; these are also available at MTA Office and website: [www.muaupoko.iwi.nz](http://www.muaupoko.iwi.nz) and the New Zealand Companies Office <http://www.societies.govt.nz>) – (**Appendix C**)
- 18.5.** Engagement Strategy - (**Appendix D**)

- 18.6. Letter of Mandate Strategy conditional endorsement from the Crown - (**Appendix E**)
- 18.7. Facilitators report from 14 April hui – (**Appendix F**)
- 18.8. Independent Crown observer's reports from mandate hui – (**Appendix G**)
- 18.9. Public and private notices (see **Appendix H and I**) that went to registered members.
- 18.10. Power Point Presentation for Mandate Information Hui - (**Appendix J**)
- 18.11. Information Brochure – Pathway to Settlement, voting paper and mandate hui attendance sheet.  
The documents were also available at Mandate Hui - (**Appendix K**)
- 18.12. The Voting Results - (**Appendix L**)
- 18.13. Attached as **Appendix M** are the:
- 18.14. **Appendix M (i)** Information hui PowerPoint presentation; and
- 18.15. **Appendix M (ii)** Information hui Independent Crown observer's reports.
- 18.16. Attached as **Appendix N**, is the Outstanding Issues letter.
- 18.17. Attached as **Appendix O**, are the consolidated financial statements for the year ending 31 March 2012.

## Appendix A: Muaūpoko Wai Claimants

Wai	Named claimant(s)	On behalf of:
52	Tamihana Tukapua (now deceased), Jean Budd, Katie Lynch, Danny Hancock, Millar Waho (now deceased) Matthew Matamua, Marokopa Wiremu-Matakatea, James Broughton (now deceased) Beau Wiremu-Matakatea, Trevor Wilson, Kay Pene, George Tukapua, James Tukapua (now deceased), Teresa Moses (now deceased), Timothy Tukapua.	Whole of Muaūpoko
108	Tama-i-uia Ruru	Himself and Muaūpoko
237	William Taueki and Ron Taueki	Muaūpoko ki Horowhenua by the descendants of Taueki and the Ngāti Tamarangi hapu
493	Tom Waho	Descendants of the original 81 owners (Hokio)
623	John Hanita Paki, Ada Tatana, Perry Warren and Mario Hori Te Pa	Themselves and all the descendants of the Muaūpoko Tribe
624	John Hanita Paki, Ada Tatana, Mario Hori Te Pa, Brian Rose, Peter Huria, Perry Warren, Hinemoa Wright, Alfred MacDonald and Lauren Menel (Trustees of the Kemp Hunia Trust)	Muaūpoko (Iwi) and Ngāti Ao, Pariri, Ngarue and Whano ki Rangi (hapū)
770	Edward Francis karaitiana and the Karaitiana Te Korou Whanau	Ngai Tara of Muaūpoko
1490	Mario Hori Te Pa, Tanua Helen Rose and Maria Rakapa Tukapua- Lomax	Descendants of Whanokirangi
1491	Eugene Henare	Muaūpoko and the beneficial owners of Hokio A
1621	Mark Stevens	Muaūpoko ki Horowhenua and the Lake Horowhenua trust
1622	Mervyn Taueki-Ransom	Themselves and the whole of Muaūpoko
1629	Vivienne Taueki	Herself, and the descendants of Taueki, and of Muaūpoko ki Horowhenua
1631	Charles Rudd	On behalf of himself and the beneficial owners of the lake, stream and beach
2045	Kahumaori Kay Pene	Muaūpoko
2046	John Kenrick, Roimata Kenrick and Jillian Munroe	Ngāti Mihiroa, Ngāti Ngarengare and Muaūpoko
2048	Te Rautangata Kenrick	Her children and her mokopuna who are of Muaūpoko descent and Tamarangi hapū
2050	Mariana Williams	Te Kapa Trust, the tūpuna Ihaia Taueki and all the hapū of the Iwi Muaūpoko
2051	Whetu Kenrick	Her whānau and her deceased brother Derek Kenrick
2052	James Kenrick	Muaūpoko
2053	Mona Kupa and Hera Ferris	Muaūpoko
2054	Bella Moore	Herself and on behalf of the hapū of Muaūpoko

Wai	Named claimant(s)	On behalf of:
2056	Henry Williams	Muaūpoko
2093	Jean Brownie	Muaūpoko
2139	Dennis Greenland	Muaūpoko and the Muaūpoko Tribal Authority
2140	Hinga Gardiner	Wahine Māori of Muaūpoko
2173	Carol Murray	Muaūpoko
2175	Francis Brown	Muaūpoko
2284	Hapeta Taueki	The Muaūpoko Tribe
2306	Phillip Taueki	Himself and Muaūpoko
2326	Peggy Gamble (nee) Heremaia	Herself, Loretta Mere and Muaūpoko
MIR/ 5912	Adelaide Waititi	Claim currently unregistered (Waitangi Tribunal awaiting further information before it can be registered)
MIR/ 6031	Alexander Taueki	Claim currently unregistered (Waitangi Tribunal awaiting further information before it can be registered)





## Office of Hon Christopher Finlayson

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

24 AUG 2009

Steve Hirini  
Chief Executive  
Muaūpoko Tribal Authority  
PO Box 1080  
LEVIN

Tēnā koe Steve

I am writing regarding the information that you have provided to officials at the Office of Treaty Settlements in relation to your claimant definition and large natural grouping.

I am pleased to confirm that the Crown considers the Muaūpoko claimant group (as set out in your information submitted to the Crown) to be a suitable large natural grouping for Treaty settlement negotiations. I would like to acknowledge the work undertaken by yourself and others to achieve this milestone.

My officials have raised with you the potential risks with progressing negotiations with Muaūpoko ahead of other groups in the region who may choose to go through the Tribunal process and have suggested a two step process to mitigate these risks.

The first step is to hold facilitated hui with all relevant Wai claimants to determine the preferred approach to the Tribunal process before commencing a formal mandating process. Once a Deed of Mandate is secured the second step would be for the Muaūpoko Tribal Authority to enter into an early round of consultation with neighbouring groups to discuss boundaries and areas of shared interest.

The inclusion of both steps into the pre-negotiation phase will be beneficial in the long term for Muaūpoko as it will ensure there is a robust mandate and enable an easier passage through settlement negotiations.

I look forward to hearing of your progress.

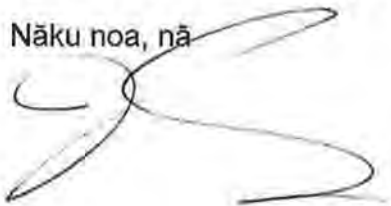
Nāku noa, nā

Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations

suggest this provides you with the time required to hold a series of facilitated hui and work through any issues raised.

If you require any further information please do not hesitate to contact me on 04 494 9868 or alternatively Jaclyn Williams (OTS Analyst) on 04 498 2391.

Nāku noa, nā

A handwritten signature in black ink, appearing to be 'JS' with a stylized flourish.

Justine Smith  
**Negotiations and Settlement Manager**

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT



[www.societies.govt.nz](http://www.societies.govt.nz) | 0508 SOCIETIES | 0508 762 438

Post your completed form to: Companies Office, Private Bag 92061, Victoria Street West, Auckland 1142

## Certificate - Alteration of rules

Section 21 Incorporated Societies Act 1908

### 1. Name of society

MUAUPOKO TRIBAL AUTHORITY INCORPORATED

### 2. Society number

861775

I certify that the alteration has been made in accordance with the rules of the society.

Name

MATHEW SWORD

Position

SOLICITOR

Signature

Date

20 / 6 / 2011

### 3. Complete this checklist before filing your application

Tick all options that apply to this alteration of rules

- ☒ This certification has been completed by an officer of or a solicitor for the society.
- ☒ A copy of the rule alteration(s) is attached. **Note** | This can either be a complete copy of the updated rules with the alterations underlined or in bold type, or a copy of the particular rule(s) that were altered.
- ☒ The copy of the alteration to rules has been signed by three members of the society.

For society name changes —

- ☐ This rule alteration also includes a name change for the society, and
- ☐ We have checked that the new name of the society is available by conducting Register Searches at both [www.societies.govt.nz](http://www.societies.govt.nz) and [www.companies.govt.nz](http://www.companies.govt.nz).

### What must be included in your rules?

Section 6 of the Incorporated Societies Act 1908 requires that a society's rules include the following:

- The name of the society (ending with the word Incorporated)
- The objects for which the society is established
- How people become members of the society and cease being members of the society
- How meetings of the society will be called and held and how voting will take place
- How officers of the society will be appointed
- Control and use of the common seal
- How the society's funds will be controlled and invested
- The powers (if any) that the society has to borrow money
- How any property of the society will be distributed in the event of the society being wound up
- How the rules of the society can be altered

### 4. Your contact details

Name and postal address

TUUA GROUP LIMITED  
PO Box 10036  
THE TERRACE  
WELLINGTON

Telephone

04 499 4084

Email (optional)

**The Rules**

**of**

**Muaupoko Tribal Authority  
Incorporated**

20 June 2011

## THE RULES OF

### MUAUPOKO TRIBAL AUTHORITY INCORPORATED

#### 1. Name

- 1.1. The name of the organisation is **Muaupoko Tribal Authority Incorporated**, a society incorporated under the Incorporated Societies Act 1908.

#### 2. Interpretation and definition

##### 2.1. Interpretation

In these Rules, unless the context otherwise requires, any reference to:

- (a) a gender includes each other genders;
- (b) the singular includes the plural and vice versa;
- (c) any legislation includes a modification and re-enactment of, legislation enacted in substitution for, and a regulation, order-in-council and other instrument from time to time issued or made under, that legislation; and
- (d) headings are a matter of convenience and do not affect the construction or interpretation of these Rules.

##### 2.2. Definitions

**ACE** means Annual Catch Entitlement as defined in the Fisheries Act 1996;

**Adult Member** means a Member who is 18 years of age or older;

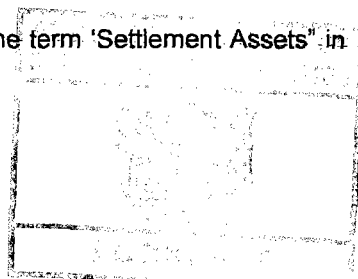
**Adult Registered Member** means an Adult Member who is registered on the Authority's Register;

**Act** means the Māori Fisheries Act 2004;

**Alternate** means the position referred to, and a person elected in accordance with, Rule 19;

**Aquaculture Agreement** has the meaning given to it in section 186ZD of the Fisheries Act 1996;

**Aquaculture Settlements Assets** has the same meaning as the term "Settlement Assets" in the Māori Commercial Aquaculture Claims Settlement Act 2004;



**Asset Holding Company** means a company established by the Authority in accordance with Rule 5.2, 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;

**Authorised Person** means a Board member authorised in writing by the Board to perform a specific task;

**Authority** means Muaupoko Tribal Authority Incorporated;

**Board** means the Board of the Authority as constituted in accordance with Rule 17;

**Board Member(s)** means the persons elected from time to time to the Board in accordance with Rule 17 to represent their respective Hapū and Muaupoko generally;

**Board Meetings** means those meetings of the Board referred to in Rule 25;

**Chairperson** means the Chairperson of the Board appointed in accordance with Rule 26;

**Charitable Purpose** means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purposes involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable as defined in section YA1 of the Income Tax Act 2007;

**Charities Commission** means that body created by section 8 of the Charities Act 2005;

**Confidential Information** includes commercially sensitive information;

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

**Financial Year** means the period of twelve consecutive months ending on 31 March;

**Fisheries Annual Plan** means an annual plan agreed between the Board and the Asset Holding Company in accordance with Rule 22.4;

**Fishing Enterprise** means a fishing operation established by the Authority Incorporated under Rule 5.4 to utilise ACE from its Settlement Quota;

**General Meeting** means any Annual General Meeting and Special General Meeting;

**Hapū** means the following individual Hapū:

- (a) Ngāi Te Ao;
- (b) Ngarue;



- (c) Ngāti Hine;
- (d) Ngāti Pariri;
- (e) Ngāti Tamarangi;
- (f) Ngāti Whanokirangi; or
- (g) Punahau.

**Hapū Election** means the election process set out at Rules 17 to 20 for the nomination, election and appointment of a Hapū representative as a Board Member on the Board;

**Income Share** has the meaning given to it in the Act;

**Iwi** means Muaupoko;

**Iwi Aquaculture Organisation** has the meaning given to it in the Māori Commercial Aquaculture Claims Settlement Act 2004;

**Iwi Fisheries Assets** means the Settlement Quota and Income Shares received by the Authority under the Act;

**Kaimahi** means people employed by the Authority and who are responsible for daily activities of the Authority;

**Mandated Iwi Organisation** has the meaning given to it in the Act;

**Member** means every individual who whakapapa to a Hapū of Muaupoko and every individual who is a Whāngai;

**Muaupoko** means the Iwi comprising individuals, whānau and Hapū who whakapapa to Muaupoko;

**Ordinary Resolution** means a resolution put at a Board Meeting which has been approved by the majority of Board Members at a Board Meeting;

**Private Notice** means a notice:

- (a) sent by any means that is private to the recipient; and
- (b) complies with Kaupapa 4 of Schedule 7 of the Act.

**Public Notice** means a notice:

- (a) published in a newspaper generally circulating in the relevant area or areas;
- (b) may also be published by pānui or electronic media, including radio and television; and

(c) complies with Kaupapa 4 of Schedule 7, if applicable, of the Act;

**Quota** means quota shares within the meaning of the Fisheries Act 1996;

**Register** means the register of Registered Members held and maintained by the Board in accordance with Rule 8 and which may also record the details of Non-registered Members where possible;

**Registered Member** means a Member who is registered on the Register;

**Registration Form** means the form developed by the Board from time to time to be used by persons wishing to register for membership with the Authority;

**Rules** means the rules of the Authority set out in this document and any alteration, amendment or deletion of these rules;

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

**Special Resolution** means a resolution at a General Meeting that has been approved by not less than 75% of Adult Members voting by ballot in accordance with Rule 16.1(b);

**Strategic Governance** means providing corporate governance over Corporate Entities and setting the strategic direction in a manner that complies with the Act;

**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 and includes a separate enterprise that is responsible to the Mandated Iwi Organisation, as that term is used in section 32(3) of the Māori Commercial Aquaculture Claims Settlement Act 2004;

**Tikanga** means in relation to a Hapū, its customary values and practices;

**Voting Paper** means a voting paper in a form approved by the Board from time to time and which shall record the membership number of the Adult Registered Member, or in the case of an Adult Member who is not an Adult Registered Member, may provide for information concerning that Member's whakapapa and/or Hapū affiliation;

**Whakapapa Committee** means each committee appointed under Rule 10;

**Whāngai** means a person who does not whakapapa to a Muaupoko Hapū but who is recognised by a Hapū as a person adopted by a Member affiliated to that Hapū in accordance with the Tikanga of that Hapū;

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

### **3. Registered Office**

- 3.1. The Registered Office of the Authority is situated at 306 Oxford Street, Levin or such other place in New Zealand as the Board shall from time to time determine.

### **4. Objects**

- 4.1. The Authority is a charitable society for the benefit of all Members and Hapū and all funds must be applied and used exclusively by the Board for the Charitable Purposes for the benefit of all Members irrespective of where those Members reside within New Zealand and of the Members and shall without limitation include:

- (a) education;
- (b) relief of poverty;
- (c) cultural matters; and

Any other purposes that benefit the community of the Members and Hapū as the Board from time to time decide in their absolute discretion.

- 4.2. In giving effect to the Charitable Purposes of the society, the Authority may act to:

- (a) give recognition to the Tiriti O Waitangi;
- (b) promote and support the Tino Rangatiratanga of Muaupoko and the Hapū where appropriate;
- (c) seek out, strengthen, and retain the traditional, cultural and spiritual values of the whānau, Hapū and Iwi of Muaupoko;
- (d) enhance and enrich the quality of life of the whānau, Hapū and Iwi of Muaupoko;
- (e) develop the social, educational, cultural and welfare needs of the whānau, Hapū and Iwi of Muaupoko;
- (f) organise, encourage and provide employment, educational, recreational, training, health, housing, welfare, cultural and develop opportunities, including the arts both contemporary and traditional within the rohe of Muaupoko;
- (g) provide support and assistance to individuals, groups and organisations working for the benefit of the whānau, Hapū and Iwi within the rohe of Muaupoko;

- (h) carry on other objectives which are relevant to the Authority's needs that will comprehensively enable the Authority to function beneficially for the whānau, Hapū and Iwi of Muaupoko;
- (i) provide research and setting up a database of all information regarding Muaupoko resources including ngā roto, awa, moana, ngahere, whenua and tangata;
- (j) act ultimately for the benefit of all Muaupoko as the Mandated Iwi Organisation for fisheries settlement purposes irrespective of where they reside; and
- (k) acting ultimately for the benefit of all Muaupoko as an Iwi Aquaculture Organisation for aquaculture settlement purposes irrespective of where they reside.

## **5. Powers**

5.1. The Authority will have the powers of a natural person to do all things necessary or desirable for the attainment of any one or more of its objects. Without limiting the generality of the above powers, the Authority shall have the power to:

- (a) do any act or thing or procure the doing of any act or thing or enter into any obligation whatsoever;
- (b) exercise unrestricted powers to borrow and raise money;
- (c) give mortgages and other securities including guarantees and indemnities and agree the release, modification or variation of any rights, privileges or liabilities associated with those securities;
- (d) invest the Authority's funds that are not immediately required for its purposes in any type of investment that the Board considers is an appropriate investment;
- (e) sell or dispose of assets of the Authority;
- (f) borrow or obtain credit;
- (g) purchase, lease sell or otherwise improve or dispose of land or interest in land on such terms and subject to such conditions as the Authority determine, provided that the power to dispose of Māori land will be subject to the provisions of Te Ture Whenua (Māori Land) Act 1993 or any subsequent legislation in force at the time of dealing;
- (h) enter into management agreements and other contracts with any other person or entity for the purposes of promoting the objects of the Authority;
- (i) carry out and pay for repairs and improvements of Authority assets and generally manage those assets;

- (j) employ and dismiss persons;
- (k) engage independent contractors for any purpose connected with the attainment of the Authority's objectives;
- (l) commence, defend or settle any legal proceedings or arbitrations;
- (m) incorporate or form (whether by themselves or with others) a company or partnership or joint venture to carry on the business or venture;
- (n) to hold shares or equity in that company or partnership or joint venture;
- (o) protect and safeguard to the best of their ability Māori urupā, wāhi, tapu and all historic or sacred sites in or upon land vested in the Members;
- (p) act for the benefit of Māori other than the Members, or the community generally, provided that the Authority unanimously resolves to do so;
- (q) act on behalf of Muaupoko in relation to aquaculture claims and settlement assets under the Māori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Authority must act for the benefit of all Members of the Iwi, irrespective of where those Members reside, including directly receiving and holding, on behalf of Muaupoko settlement assets allocated to Muaupoko by Te Ohu Kai Moana Trustee Limited in accordance with the Māori Commercial Aquaculture Claims Settlement Act 2004; and
- (r) enter into agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Settlement Assets.

5.2. Without limiting Rule 5.1, the Authority:

- (a) will have the power to establish an Asset Holding Company; and
- (b) must establish the Asset Holding Company to:
  - (i) receive the Iwi Fisheries Assets;
  - (ii) provide any financial return on the use of the Iwi Fisheries Assets to the Authority; and
  - (iii) comply with and perform the functions required of it by sections 16 & 17 of the Act.
- (c) Consider and determine the appropriate policies and processes for the distribution of proceeds from any financial return received by the Authority from the Asset Holding Company to Hapū provided that such policies and procedures shall be compliant with the

applicable rules and regulations concerning the use of income derived from the use of Iwi Fisheries Assets.

- (d) distribute funds to Hapū in accordance with policies and procedures determined by the Board pursuant to the preceding Rule.

5.3. The Asset Holding Company referred to in Rule 5.2:

- (a) must be and remain owned and controlled by the Authority;
- (b) must not permit more than 40% of its Directors to be Board members;
- (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 members, whether or not present at the meeting at which that resolution is proposed;
- (e) must receive and hold, on behalf of the Authority, 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, Muaupoko under the Act;
- (f) must provide dividends solely to the Authority;
- (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 Authority has complied with its obligations under these Rules 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 Trust has complied with its obligations under these Rules 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 (1) or more Subsidiaries to be its Subsidiary Asset Holding Companies;
- (l) may transfer to any such Subsidiary Asset Holding Company some or all of the assets received under Rule 5.3(e); and
- (m) any Subsidiary established under the proceeding Rules:



- (i) must be and remain wholly owned by the Asset Holding Company that established it;
- (ii) must not have more than 40% of its Directors who are also members of the Board elected in accordance with these Rules;
- (iii) may receive and hold some or all of the Iwi Fisheries Assets on behalf of the Asset Holding Company pursuant to the Act;
- (iv) must provide dividends solely (but indirectly) to the Authority;
- (v) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Authority has complied with its obligation under section 69 to 72 of the Act;
- (vi) 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; and
- (vii) must not undertake fishing or hold a fishing permit, but the Asset Holding Company may undertake any other activity or hold any other assets.

5.4. If the Authority wishes to establish its own fishing operation, utilising ACE from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish a Fishing Enterprise which is separate from, but responsible to, the Authority to undertake those operations. An enterprise set up to undertake such operations must be a separate entity from the Asset Holding Company to which any Settlement Quota or Income Shares of the Iwi have been transferred.

#### **Requirements of Constitution**

5.5. The constitution of every 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 Authority, such purposes to be promoted by payment of dividends or other revenue or capital distributions directly or indirectly to the Authority;
- (b) present an annual plan and statement of corporate intent to the Authority;
- (c) report annually to the Authority;
- (d) have its accounts audited;

and may provide for the Authority to appoint up to two (2) Board members as Directors of that Asset Holding 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 of that Company or Fishing Enterprise.

#### **Criteria for Appointment of Office Holders**

5.6. In considering whether to appoint any person as a Director of any Asset Holding Company or Fishing Enterprise or any other Subsidiary, the Board shall, in addition to the matters set out in the constitution of the Asset Holding Company or Fishing Enterprise or other Subsidiary, determine the appointments so that the Board concerned contains an appropriate combination of the following attributes:

- (a) Members;
- (b) Proven business experience in one (1) of the fields of:
  - (i) finance;
  - (ii) commerce;
  - (iii) operational management;
  - (iv) law;
  - (v) seafood industry; or
  - (vi) fishing.
- (c) Commitment to Muaupoko Hapū and whānau.

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

5.8. Without derogating from its duties under any enactment or at law, the Authority has reporting responsibilities in relation to:

- (a) its own performance; and
- (b) the performance of any:
  - (i) Asset Holding Company;
  - (ii) Fishing Enterprise;

(iii) joint venture or other entity that conducts business using the Settlement Quota or Income Shares; and

(iv) any other Corporate Entity (not including those referred to in clauses (i) to (iii) above),

## **6. Pecuniary Profit and benefits and advantages**

6.1. No private pecuniary profit shall be made by any person from the Authority, except that;

(but subject to Rules 6.2 and 6.3);

- (a) each Board Member may receive full reimbursement for all costs, charges and expenses properly incurred by the Board member in connection with the affairs of the Authority;
- (b) the Board may pay reasonable and proper remuneration to any person or firm or company (including a Board Member) in return for services actually rendered to the Authority;
- (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 entity of which that Board Member is a partner, member, employee or associate in connection with the affairs of the Authority; and
- (d) any Board Member may retain any remuneration properly payable to the Board Member by any company or other body or firm or undertaking with which the Authority may be in any way concerned or involved for which the Authority has acted in any capacity whatever, notwithstanding that the Board Member's connection with that entity is in any way attributable to that Board Member's connection with the Authority.

6.2. No Board Member, or person associated with a Board Member, shall take part in or influence any decision made by the Authority in respect of payments to, or on behalf of, that Board Member or associated person of any income, benefit or advantage. Any payments made to a Board Member, or person associated with a Board Member, must be for goods or services that advance the purposes of the Authority and must be reasonable and relative to payments that would be made between unrelated parties.

6.3. Before any such reimbursement paid to a Board Member may be regarded as properly incurred by that Board Member or any such remuneration paid to a Board Member may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Board.

6.4. The Board must disclose, in its annual report next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:

- (a) the amount received by the Board Member, firm or entity concerned;
- (b) the nature of the reimbursement and the nature and extent of the services rendered or time expended; and
- (c) the method used to calculate the reimbursement, remuneration or charge.

## **7. Muaupoko Kaunihera Kaumātua Me Ngā Kuia**

7.1. Muaupoko Kaunihera Kaumātua me ngā Kuia being a council of elders of Muaupoko whom the Board may consult, receive advice from in an advisory capacity and/or seek endorsement on any matter from time to time.

## **8. Membership**

8.1. The Board must:

- (a) have, and maintain in a current state, a Register that:
  - (i) includes the name, date of birth, and contact details of every Member of Muaupoko who applies, and is accepted, for registration;
  - (ii) is available for inspection by a Registered Member of Muaupoko who can view their own registration details in a manner consistent with the Privacy Act 1993;
  - (iii) 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;
  - (iv) records the Hapū that the Registered Member affiliates to and whether their status is as Whāngai; and
  - (v) allocates a registration number to each Registered Member.
- (b) make ongoing efforts to register all Members on the Register.

## **9. Applying for membership**

9.1. An application to be entered in the Register may be made by:

- (a) an Adult Member on their own behalf or by their legal guardian; or
- (b) any other Member who is not an Adult Member, by his or her parent or legal guardian or a person who the Board considers to stand in the stead of a parent of that other Member;

and such application must be made by completing a Registration Form.

9.2. The Board may enter in the Register any existing Member of Muaupoko whose details are already held by the Board for registration of membership purposes where:

- (a) the details held by the Board fulfil the requirements of Kaupapa 5 of the Act, except that the requirement in clause (b)(iii) of that Kaupapa need not necessarily be fulfilled unless all necessary details are available; and
- (b) the particulars were acquired by the Board as a result of an application (not necessarily being the current Registration Form) made by:
  - (i) Adult Members or Whāngai, on their own behalf or by their legal guardian at the time of the application;
  - (ii) other Members, who were not Adult Members at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and
  - (iii) other Members by an Adult Member on their behalf who, in the opinion of the Whakapapa Committee, stood in the stead of a parent of that person at the time of the application.

9.3. Registered Members may receive Private Notices and/or Voting Papers automatically from the Authority as they become available for the following:

- (a) General Meetings;
- (b) the election of Board Members;
- (c) any amendment to these Rules or the constitutional documents of any Asset Holding Company;
- (d) the disposal of Income Shares or Settlement Quota; or
- (e) the conversion of Quota into Settlement Quota.

The Authority shall supply all Adult Members with the above information if that Member requests it.

### **Registering a Member**

9.4. Each Registration Form completed in accordance with Rule 9 , and requests for changes pursuant to Rule 9.17, that are received by the Board shall be copied to the relevant Whakapapa Committee(s) to assess and determine whether the person concerned is affiliated to the Hapū as claimed. The Registration Form shall be sent to the relevant Whakapapa Committee(s) within five (5) Working Days of receipt of the Registration Form or notice.

9.5. Upon receipt of the Registration Form or notice to change a Member's Hapū affiliation recorded on the Register, the relevant Whakapapa Committee shall decide whether in its opinion, acting reasonably:

- (a) such person can whakapapa to the Hapū selected;
- (b) such person does not whakapapa to the Hapū selected; or
- (c) such Registration Form or notice should be suspended on the basis that further information is necessary or desirable to determine the application, in which case Rule 0 shall apply,

and advise the Board of its decision within 15 Working Days of receipt of the Registration Form or notice.

9.6. If there is no Whakapapa Committee in place at the time a Registration Form is submitted to the Authority, or if the Whakapapa Committee fails to respond to the Authority within the applicable timeframe, the Authority shall consider the application and determine the applicant's Hapū affiliation.

9.7. Subject to Rule 9.1000 the Board must enter in the Register:

- (a) any person who has applied in the correct form and who is confirmed for registration by the Board taking into account the decision of the relevant Whakapapa Committee (if applicable); and
- (b) any changes requested using the correct form by a Registered Member pursuant to Rule 9.17 to that Registered Member's registration details held on the Register which, in the reasonable opinion of the Board, taking into account the recommendation, findings and/or decision of the relevant Whakapapa Committee (if applicable), are correct.

#### **Further information**

9.8. The Board or the relevant Whakapapa Committee:

- (a) may require any person seeking registration as a Registered Member to provide:

- (i) evidence verifying he or she is a Member or affiliated to the Hapū selected on their Registration Form; or
  - (ii) such other information as the Board or Whakapapa Committee may request,
  - (iii) before that person is entered in the Register; and
- (b) may require any person who is entered on the Register to provide evidence verifying that he or she is a Member or affiliated to the Hapū selected on their Registration Form; and
- (c) may consult with each other in relation to any application for registration or continued registration as a Registered Member, or notice under Rule 9.
- 9.9. Without limiting the foregoing, the Board may request the relevant Whakapapa Committee to determine and advise the Authority who are the common ancestors or primary ancestors, of the relevant Hapū.

**Board may decline or remove registration**

- 9.10. If the Board, acting reasonably and taking into account the decision of the relevant Whakapapa Committee (if applicable), considers that:
- (a) any information about a person received under Rule 9.4 or Rule 7; or
  - (b) the existing information on the Register,
- is not accurate or complete such that in either case the person concerned does not meet the qualifications required by these Rules for entry on, or change of details in, the Register the Board may:
- (i) in relation to an application for registration, decline to register that person; and
  - (ii) in relation to a notice under Rule 9.17, decline to make changes requested, or may remove that person from the Register, as the case may be.
- 9.11. If the Board exercises its powers in Rule 9.10 above, it must notify the person concerned of its decision, and, if requested by that person, of the principal reasons for that decision.
- 9.12. Where any application for registration is declined or the changes requested in a notice are declined, or any decision is made by the Board to remove any person from the Register, the person concerned may dispute that decision of the Board and may exercise his or her rights under Rule 30.
- 9.13. The determination of the Board on the registration of a person concerned shall be final and binding on that person and the Authority, subject to the provision of Rule 30.



- 9.14. To avoid doubt, a Registered Member may, at any time, request 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 Authority office.
- 9.15. To avoid doubt, it shall not be necessary, in order to be considered a Member of Muaupoko for the purposes of Rule 4.1, for that Member to be registered in accordance with this Rule 9..

#### **Board to inform Hapū**

- 9.16. The Board must inform the relevant Hapū when:
- (a) the Authority receives a Registration Form from a Member claiming an affiliation with that Hapū;
  - (b) it enters on the Members' Register a Member affiliated or claiming affiliation to that Hapū; and
  - (c) a decision of the Board is made under Rule 9.100.
- 9.17. A Registered Member may notify the Secretary of a change to:
- (i) their details recorded on the Register; or
  - (ii) their Hapū affiliation.
- 9.18. It shall not be necessary for the Board to provide Private Notices to Registered Members where the Board believe on reasonable grounds (and have evidence supporting that belief), that the Registered Members' contact details are not current.

#### **10. Whakapapa Committee**

- 10.1. Each Hapū shall establish one (1) Whakapapa Committee. The Hapū's representative Board Member(s) shall organise for their respective Hapū to establish a Whakapapa Committee for that Hapū. A Whakapapa Committee shall be deemed established upon the Board receiving notice of the name and contact details of one (1) or more persons appointed by the Hapū.
- 10.2. Where:
- (a) a Hapū has not appointed a Whakapapa Committee;
  - (b) for the time being, the Whakapapa Committee of a Hapū subsequently becomes vacant;
  - (c) the Board has reason to believe the appointee(s) are no longer able to be contacted; or
  - (d) the Whakapapa Committee fails to provide a response in a timely manner where a response is required of that Whakapapa Committee under these Rules;

the Board may determine how it wishes to proceed on a particular matter to ensure the Authority's operations or other business continues without disruption. This may include fulfilling the responsibilities of the Whakapapa Committee under these Rules where necessary provided that the Board Members in making such decisions will act reasonably and to the best of their knowledge, skill and ability.

- 10.3. The primary role of a Whakapapa Committee is to assess validity of whakapapa links to Hapū. Members of the Whakapapa Committee shall be appointed by the Hapū and shall comprise at least one (1) person who that Hapū considers is knowledgeable in the whakapapa of that Hapū and recognised as such by Members of that Hapū.
- 10.4. Each Whakapapa Committee shall have the discretion to take into account the Whakapapa Committee members' own knowledge and such other matters as the Whakapapa Committee considers will assist it in making a determination from time to time. The Whakapapa Committee must adopt an approach for dealing with matters arising under these Rules in a manner that is consistent with these Rules and the Act.
- 10.5. The Board will be responsible for making all reasonable enquiries into the process undertaken by the Whakapapa Committee to ensure that it complies with these Rules and the Act.
- 10.6. The Authority may request a Whakapapa Committee to provide details about any information relied upon in reaching a determination on any matter under these Rules and whether the person concerned was informed of the same and given an opportunity to make a submission or provide further information and whether that additional information was also duly considered.
- 10.7. The Authority and each Whakapapa Committee shall exercise discretion when dealing with private information of individual Members.

## **11. General Meetings and Reporting**

- 11.1. The Annual General Meeting shall be held within four (4) months of the end of the Financial Year.
- 11.2. The purpose of the Annual General Meeting is to:
  - (a) review the work of the Authority;
  - (b) receive the minutes of the previous Annual General Meeting and of any Special General Meeting held since the last Annual General Meeting;
  - (c) receive and consider the annual report;

- (d) receive and consider the audited Financial Statements of the Authority prepared in accordance with the generally accepted accounting practice;
- (e) appoint an auditor for the ensuing year; and
- (f) consider any other matter that concerns the Authority.

11.3. The annual report for the previous Financial Year must be made available not less than 20 Working Days before the General Meeting, that reports against the objectives set out in the annual plan for the previous year, including:

- (a) information on the steps taken by the Board to increase the number of Registered Members;
- (b) a comparison of the Board's performance against the objectives set out in the annual plan;
- (c) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Settlement Cash Assets;
- (d) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:
  - (i) the quantity of Settlement Quota held by the Asset Holding Company at the beginning of that year;
  - (ii) the value of Settlement Quota sold or exchanged in that year;
  - (iii) the identity of the purchaser or other party to the exchange;
  - (iv) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the Settlement Quota;
  - (v) the Settlement Quota interests that have been registered against the Quota shares of the Authority; and
  - (vi) the value of Income Shares sold, exchanged, or acquired;
- (e) a report on the interactions of the Authority in fisheries matters:
  - (i) with other entities within Muaupoko; and
  - (ii) with other Mandated Iwi Organisations;
- (f) any changes made under section 18 of the Act to these Rules or the Asset Holding Company; and

(g) an Annual Plan for the next financial year that must include:

- (i) the objectives of the annual plan;
- (ii) the value of Settlement Quota sold or exchanged in that year;
- (iii) the policy of the Authority in respect of the sales and exchanges of Settlement Quota;
- (iv) any changes in that policy from the policy for the previous year; and
- (v) any proposal to change the constitutional documents of any Corporate Entity.

11.4. In relation to every Asset Holding Company that receives Settlement Quota and Income shares (or other settlement assets), and in relation to any Fishing Enterprise established by the Authority under Rule 5.4 to conduct fishing operations utilising ACE from the Settlement Quota, to harvest, process or market fish, or be involved in any joint venture for those purposes (each referred to in this Rule as an "enterprise") an annual report on:

- (a) the performance of that enterprise;
- (b) the investment of money of that enterprise;
- (c) the annual plan of that enterprise, including:
  - (i) the key strategies for the use and development of Iwi Fisheries Assets;
  - (ii) the expected financial return on those assets; and
  - (iii) any programme to:
    - A. manage the sale of ACE derived from the Settlement Quota; or
    - B. reorganise the Settlement Quota held by that enterprise by buying or selling Settlement Quota in accordance with the Act; and
- (d) any proposal to change the constitutional documents of any Asset Holding Company.

11.5. All Members are entitled to attend the Annual General Meeting. All Board Members are expected to attend the Authority's Annual General Meeting.

11.6. At the Annual General Meeting and Special General Meeting the chair shall be taken by the Chairperson and, in the Chairperson's absence, the vice Chairperson and, failing that, a Member of the Board nominated by the Board shall chair the meeting.

## **12. Special General Meeting**

- 12.1. A Special General Meeting shall be called by the Secretary, if requested in writing by:
- (a) the Chairperson of the Board (or the vice-Chairperson if the Chairperson is indisposed);
  - (b) not less than 50 of the Adult Members; or
  - (c) not less than 5 Board Members representing five (5) Hapū, provided that no meeting can be convened to consider:
    - (i) disposal of Income Shares (in accordance with section 70 of the Act);
    - (ii) a request to Te Ohu Kai Moana Trustee Limited to treat Quota as Settlement Quota (in accordance with section 159 of the Act of the Act);
    - (iii) disposal of Settlement Quota (in accordance with section 162 of the Act); or
    - (iv) a request for rationalisation of Settlement Quota (under section 172(3) of the Act), unless the Board have resolved to:
      - A. seek approval of the Adult Members (under section 70 of the Act);
      - B. obtain the approval of the Adult Members (under section 159 of the Act);
      - C. obtain the prior approval of the Adult Members (under section 162 of the Act); or
      - D. obtain the prior approval of the Adult Members (in accordance with section 172 of the Act), as the case may be.
- 12.2. A request for a Special General Meeting must state the objects for which the Special General Meeting is required and be signed (including counterparts) by those requesting the Special General Meeting.
- 12.3. The Special General Meeting must be held within 30 Working Days from the date the request was received by the Secretary.
- 12.4. If the Chairperson does not within fifteen (15) Working Days from the date of the request proceed to convene a Special General Meeting to be held with proper Notice within thirty (30) Working Days from that date, the Adult Members who made the request may, subject to Rule 12.1(c) above, themselves convene a Special General Meeting in accordance with these Rules, but any Special General Meeting so convened is not to be held after the expiry of three (3) calendar months from the date of effective notice of the request.

### **13. Notice of a General Meeting**

**13.1. Notice of the Annual General Meeting and Special General Meeting shall:**

- (a) be given at least 20 Working Days prior to the Meeting;
- (b) be in a Public Notice in the local daily newspaper in the vicinity of the rohe of Muaupoko and in any other region of New Zealand in which the Board considers there to be significant concentrations of Members residing; and
- (c) Include:
  - (i) the agenda and the nature of the business to be discussed and any proposed resolutions;
  - (ii) the date and time of the meeting and its venue;
  - (iii) where any relevant explanatory documents may be viewed or obtained;
  - (iv) give a brief summary of any constitutional amendments, if proposed and indicate that the details of the proposed amendments can be obtained from the Authority office; and
  - (v) where relevant, any other information specified or required under the Act.

**13.2. Any accidental omission to give notice of a Special General Meeting to, or failure to receive Notice of a Special General Meeting by, a Member does not invalidate any resolution passed at that Special General Meeting.**

**14. Quorum**

**14.1. No business shall be transacted at an Annual General Meeting or Special General Meeting unless a quorum is present. The quorum at an Annual or Special General Meeting is 25 Adult Members.**

**15. Adjourned meeting**

**15.1. If a quorum is not present within one (1) hour of the time appointed for the start of a Annual General Meeting and Special General Meeting the meeting is to stand adjourned until such time, date and place as may be determined by the Chairperson of such meeting unless the Board otherwise determines.**

**15.2. No business shall be transacted at any adjourned meeting other than the business left unfinished or to be dealt with at a meeting which was adjourned.**

- 15.3. When a meeting is adjourned for 20 days or more, notice of the adjourned meeting shall be given as in the case of original meeting. Otherwise it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted at any adjourned meeting which shall be held at the same time and place, or to such other date, time and place as the Authority may appoint and, if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, those present shall form the quorum.

**Information must be made available in writing**

- 15.4. Information referred to in Rule 11 must be made available on request in writing by any Member of Muaupoko.
- 15.5. Any Adult Member may request in writing a copy of these Rules and a copy will be provided subject to such reasonable charges as the Board require.

**16. Voting**

- 16.1. Decisions of Adult Members in relation to any matter put to a vote shall be made on the following basis:
- (a) except in the case of decisions referred to in paragraph (b) below, a resolution shall be passed if more than 50% of the Adult Members who cast a vote, either at a General Meeting or by postal vote if applicable, vote in favour of the resolution in accordance with the voting procedure determined and published by the Board and in the absence of the Board publishing the procedure by a show of hands at the General Meeting; and
  - (b) in the case of a Special Resolution for:
    - (i) changes to these Rules (or amendments to the constitution of any Asset Holding Company (in accordance with the requirements of sections 17, and 18 as the case may be, of the Act);
    - (ii) changes to these Rules which do not relate to matters provided by or under the Act;
    - (iii) the sale of Income Shares in accordance with section 70 of the Act;
    - (iv) Quota to be treated as Settlement Quota in accordance with section 159 of the Act;
    - (v) the sale or rationalisation of Settlement Quota in accordance with section 162 or 172 (as relevant) of the Act; and
    - (vi) a request that Te Ohu Kai Moana Trustee Limited transfer Authorities or Coastal Permits that are Aquaculture Settlement Assets in accordance with section 50(1) of



the Act (except where the proposed transfer is to a company that is wholly owned by the Authority,

by not less than 75% of the Adult Members, who cast a vote at a General Meeting, or by postal vote, voting in favour of the Special Resolution and no such Special Resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Rule 16.9 and the Act.

#### **Number of votes**

- 16.2. Each Adult Member shall only have one (1) vote on each resolution put to the General Meeting.

#### **Appointment of Returning Officer**

- 16.3. The Board shall appoint a Returning Officer where the Board considers it necessary or where required to under these Rules. The Returning Officer will supervise the conduct of votes held of Adult Members under these Rules.

- 16.4. Board Members and employees of the Authority shall not be eligible to act as a Returning Officer.

#### **16.5. Method of voting**

- 16.6. The Board shall determine whether the vote is to be conducted:

- (a) at a General Meeting; or
- (b) by way of a postal vote only.

- 16.7. If any matter to be put to a vote at a General Meeting concerns a matter listed in Rule 16.1(b) postal voting shall apply in order to be compliant with the Act.

- 16.8. The procedure determined by the Board in respect of any vote in accordance with paragraph (a) above must be publicly notified not less than 20 Working Days before the date of the vote, and if such vote is to be at a General Meeting, the notice must comply with Rule 16.9.

#### **Notice of Voting and General Meeting**

- 16.9. Any vote conducted under Rule 16.1 must be publicly notified not less than 20 Working Days before the date of the vote. If the vote is to be at a General Meeting the notice procedures must comply with those specified in the Act, which at the date of these Rules are:

- (a) Public Notice that includes:

- (i) the date, time and venue and agenda of the General Meeting, the place where explanatory documents and other related documents may be viewed or obtained, and any other information specified by the Act;
  - (ii) where relevant, advice that a vote is to be taken to ratify or amend the constitutional documents of the Authority;
  - (iii) advice on the method by which the vote will be counted, and
  - (iv) where relevant, the matter or issues on which the vote is to be taken.
- (b) Private Notice to every Adult Registered Member who has requested such from the Authority in writing in accordance with Rule 9.3, that gives:
- (i) the information in the preceding paragraph of this Rule 16.9;
  - (ii) a copy of the Voting Paper (if applicable); and
  - (iii) the address and return date for the Voting Paper (if applicable).
- (c) Private Notice to every Adult Registered Member if there is to be a vote taken to ratify the constitutional documents of the Authority that gives the information in Rule 16.9(b).

#### **Valid Votes**

16.10. Adult Members only shall be eligible to vote on a resolution put to a General Meeting or requested by postal vote.

16.11. The conduct of a vote of Adult Members must provide for the following matters:

- (a) where a vote is being taken at a General Meeting by an expression of agreement, either orally or by a show of hands, and the person voting is challenged by any other person as to their status as an Adult Member due to age and/or whakapapa, the Returning Officer, or the Authority as the case may be, must then count the vote as provisional only and seek verification of the person's age and/or from the relevant Whakapapa Committee in regard to whakapapa;
- (b) where a vote is taken by a ballot at a General Meeting or a postal vote, in order for a vote to be validly cast, the person casting it must:
  - (i) where the person is an Adult Registered Member, ensure their membership number is correctly recorded on the Voting Paper; or

(ii) where the person is an Adult Member, but not an Adult Registered Member, ensure the Hapū they affiliate to is recorded on the Voting Paper and whakapapa information is given.

(c) no vote shall be finally counted unless:

(i) in the case of a vote given orally or by show of hands that is challenged under Rule 16.11(a) that vote is validated by the relevant Whakapapa Committee; or

(ii) in the case of a vote by ballot or postal vote, the details provided on the Voting Paper submitted by non-registered Member (except the ancillary information) are validated by the relevant Whakapapa Committee and confirmed as correct;

except that a provisional result, disclosing the number of such persons and counting their votes for provisional purposes only, may be declared at any time;

(d) those persons who exercise a vote pursuant to Rule 16.1 may be called upon by the Authority to prove their affiliation to a Hapū and that they are over 18 years of age.

16.12. All votes cast by way of ballot or postal vote shall be conducted so as to ensure that:

(a) the manner in which a vote is cast by an Adult Member shall be known to the Secretary, Returning Officer, persons assisting the Returning Officer and members of a Whakapapa Committee (if needed), but not to others; and

(b) the Secretary, Returning Officer and such other persons shall undertake to keep that information confidential.

16.13. Subject to Rule 16.10, a vote cast at a General Meeting either orally or by show of hands is validly cast if the Adult Member voting has entered their name and contact details on the attendance register provided at the General Meeting. An attendance register must be provided at all General Meetings.

16.14. All Voting Papers, envelopes, documents or other records used in connection with a ballot or postal vote shall be preserved and retained by the Secretary for a period of one (1) year from the date of the ballot and thereafter, shall be destroyed.

## **17. Election of the Board**

17.1. The Adult Members of each Hapū shall elect a minimum of one (1) and a maximum of two (2) Board Members for each Hapū in accordance with these Rules.

### **Term of Election**

- 17.2. Board Members shall hold office until such time as their position comes up for re-election provided that no Board Member shall hold office for longer than three (3) years without facing re-election.
- 17.3. Retiring Board Members shall be eligible for re-election.
- 17.4. For the avoidance of doubt no person may be nominated for more than one (1) Hapū position on the Board at any one (1) time and no member of the Board may hold more than one (1) position on the Board at any time.

#### **Hapū Election Procedure**

- 17.5. Each Hapū shall hold a Hapū Election to elect a minimum of one (1) and a maximum of two (2) Board members. The Board must determine in consultation with the Hapū:
- (a) a date for each Hapū Election, which shall be a date at least two (2) calendar months before the relevant Board Member's tenure is due to expire; and
  - (b) the method of voting which may be:
    - (i) by postal vote only; or
    - (ii) by postal vote as well as by expression of agreement at a Hapū Election Hui, stated vocally or by show of hands (in which case Rule 16.13 applies), or by ballot. For the avoidance of doubt the Act requires that elections must include voting by way of postal vote in order to comply with the Act.
- 17.6. The Hapū shall hold, and the Board must ensure that the Hapū holds, the Hapū Election:
- (a) on the date determined; and
  - (b) in accordance with the method of voting determined and agreed, and in accordance with the election procedures set out in these Rules which must also be compliant with Act.
- 17.7. If the Hapū fails to:
- (a) agree a date for holding the Hapū Election with the Board within a reasonable period of time;
  - (b) hold the Hapū Election on the date determined by the Board pursuant to Rule 17.5; or
  - (c) hold the Hapū Election in accordance with these Rules or the Act in which case that Hapū Election shall be deemed to be invalid,

then the Board shall proceed to carry out the Hapū Election on behalf of the Hapū by applying the procedures of, and conducting the election for that Hapū either at, a Special General

Meeting or by postal vote. All applicable Rules concerning the conduct of Voting at a Special General Meeting, and the election of Board members under these Rules shall apply to a Hapū Election run by the Board. The Board may hold more than one (1) Hapū Election under this Rule at the same Special General Meeting provided that a transparent process is adopted to determine eligibility of Adult Members to vote for a particular Hapū and validity of votes.

#### **17.8. Nominations**

At least 30 Working Days before the date of the Hapū Election, the Board will give a notice published in all daily newspapers in the vicinity of the rohe of Muaupoko and in any region of New Zealand in which significant concentrations of Members reside of:

- (a) the number of positions to be filled for the relevant Hapū Election; and
- (b) the date by which the nominations in writing are to be received by the Board or its nominated representative at the Registered Office, such date to be no later than 10 Working Days after the date of the notice given under this Rule 17.

17.9. Adult Members are eligible to be nominated and elected as a Board Member of the Board. Only Adult Members who whakapapa to a Hapū are eligible to be nominated to represent that Hapū.

17.10. Such nomination shall:

- (a) be made on the form approved by the Board from time to time;
- (b) be signed by the candidate to indicate his or her consent to the nomination and include all other names previously used including preferred names, commonly used names and aliases;
- (c) include a declaration signed by the candidate that declares that he or she is not a person who is precluded from holding office as a Board Member on the basis of one or other of the matters specified in Rule 21; and
- (d) be delivered to the Secretary no later than 10 Working Days after the date of notice given under this Rule 17.

17.11. Nominations shall be void if they do not comply with the requirements of this Rule 17.

17.12. If there is only one (1) nomination to fill a vacant office, the candidate shall be declared elected unopposed by the Returning Officer.

#### **18. Hapū Election**

- 18.1. Not less than 20 Working Days prior to the date of the Hapū Election, the Board shall publicly notify the Hapū Election in accordance with Rule 13.1(b).
- 18.2. Rule 16 (voting procedures at General Meetings) shall apply to the voting procedures to be held at Hapū Election Hui, with such modifications as necessary – for example references to General Meetings shall be read as Hapū Election Hui.
- 18.3. The Board, in consultation with Hapū must appoint a returning officer for all Hapū Elections who shall be a person that is independent of the Authority and the Hapū concerned.
- 18.4. Each Adult Member is entitled to vote for one (1) Nominee for each Hapū that they affiliate to.

## **19. Alternates**

- 19.1. Each Hapū is further entitled to elect one (1) Alternate at the Hapū Election who shall be the third highest polling nominee eligible for election and shall hold office for a period no longer than three (3) years without facing re-election. Should there not be sufficient nominees to make an appointment of Alternate, the position shall not be filled.
- 19.2. Any Alternate may exercise the powers of a Board Member should a Board Member for the relevant Hapū be unable for any reason to undertake their duties, but such exercising of Board Member powers ceases upon the resumption of duties of the Board Member concerned.

## **20. Results of Hapū Elections**

- 20.1. The Returning Officer must notify the Authority and the respective Hapū in writing within 10 Working Days of the Hapū Election of the results of each Hapū Election, immediately after such results are known. The results shall include in respect of each Hapū Election:
- (a) a declaration from the Returning Officer stating the number of Voting Papers received, the number of votes given to each nominee, the number of provisional votes counted, the number of provisional votes confirmed and/or rejected in accordance with Rule 9.5(b) and the number of Voting Papers rejected as informal;
  - (b) the nominee who received the highest number of votes;
  - (c) the nominee who received the second highest number of votes; and
  - (d) the nominee who received the third highest number of votes.
- 20.2. The nominee who is the highest polling candidate shall be appointed as the Board Member for the relevant Hapū and appointed to the vacant office for three (3) years.

- 20.3. The nominee who is the second polling candidate shall be elected as the Board Member for the relevant Hapū and appointed to the vacant office for 18 months.
- 20.4. The nominee who is the third highest polling candidate shall be elected as the Alternate for the relevant Hapū in accordance with Rule 19 for three (3) years.
- 20.5. The Board must announce the result of a Hapū Election either:
- (a) in writing at the next annual General Meeting; or
  - (b) if the next annual General Meeting will not be held within 40 Working Days of the Board receiving a declaration from the Returning Officer in accordance with Rule 20.1(a) by Public Notice in all daily newspapers in the vicinity of the rohe of Muaupoko; and
  - (c) in the Authority's next written communication to Members of Muaupoko.

#### **Vacancy**

- 20.6. Should any vacancy occur as a result of a Board Member ceasing to hold office prior to the expiry of his or her term of office then that vacancy shall be filled by the next highest polling nominee.
- 20.7. In the event that there is no second or third highest polling nominee to fill the vacancy then that vacancy shall be filled by the holding of a by-election in accordance with Rule 17.
- 20.8. In the case of a Board Member elected pursuant to Rule 20.6 or 20.7 the Board Member thereby appointed shall hold office for the balance of the term of office of the Board Member that he or she has replaced.

#### **21. Ceasing to be a Board member**

- 21.1. A person shall cease to be a Board Member if he or she:
- (a) shall have been in office for more than three (3) years since his or her election;
  - (b) resigns or retires by written notice to the other Board Members;
  - (c) dies;
  - (d) fails to attend more than three (3) consecutive Meetings or Board Meetings without reasonable excuse;
  - (e) is 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 to any order under section 111 of the Insolvency Act 1967;



- (f) is a person who has been convicted of any offence punishable by a term of imprisonment of two (2) or more years;
- (g) is a person who is disqualified from being a director of a company under section 199K of the Companies Act 1955 or section 382 of the Companies Act 1993;
- (h) is a person in respect of whom an order has been made under section 199L of the Companies Act 1995 or section 383 of the Companies Act 1993;
- (i) is a person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
- (j) is a person who is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.

21.2. The Board Member concerned shall cease to hold office:

- (a) in a case where Rule 21.1(a) applies, from the end of the day three (3) years after the date on which that Board Member was last elected to office;
- (b) in a case where Rule 21.1(b) applies from the date the notice of retirement shall have been delivered to the Authority;
- (c) in the case where Rule 21.1(d) applies from the date of the first meeting of the Board after the Board Member's third consecutive absence without reasonable excuse; or
- (d) in the case where Rule 21.1(e) to (j) apply, from the date on which the Board was notified in writing of the relevant fact together with such evidence as the Board Members may reasonably require.

## **22. Powers of the Board**

22.1. The whole of the organisation and undertaking of the Authority shall be governed by the Board which may exercise all such powers of the Board as are not, by the Incorporated Societies Act 1908 or these Rules, required to be exercised by the Members at the Annual General Meeting or at a Special General Meeting (subject nevertheless to these Rules and to the provisions of the Act and to such by-laws as prescribed by the Members at a General Meeting; but no by-law or regulations made by the Members in General Meeting shall invalidate any prior act of the Board which would have been valid if that by-law or regulation had not been made).

22.2. The Board shall, without prejudice to the generality of Rule 22.1, have the power to:

- (a) do all things that in the opinion of the Board are necessary to carry out the objects of the Authority;
  - (b) in the case of temporary incapacity or absence from New Zealand of the Chairperson, appoint an acting Chairperson until the Chairperson's return;
  - (c) appoint subcommittees, appoint a convenor and co-opt persons to form the committee;
  - (d) deal with all administrative and financial matters, including expenditure and borrowing that has been previously approved by a Meeting of the Authority;
  - (e) exercise all of the powers of the Authority described in Rule 5.1;
  - (f) delegate any of its powers in writing to the Chief Executive Officer; and
  - (g) monitor the performance of any subsidiary entities.
- 22.3. The Board's role in relation to the Asset Holding Company and any Fishing Enterprise or joint venture that uses settlement quota will be to exercise strategic governance over:
- (a) its Asset Holding Companies and any Fishing Enterprise or joint venture; and
  - (b) the process to examine and approve annual plans that set out:
    - (i) the key strategies for the use and development of Iwi Fisheries Assets;
    - (ii) the expected financial return on the Iwi Fisheries Assets; and
    - (iii) any programme to:
      - A. manage the sale of annual catch entitlements derived from the Settlement Quota held by the Asset Holding Companies; and
      - B. reorganise the Settlement Quota held by the Asset Holding Company, in the buying and selling of Settlement Quota in accordance with the Act.

#### **Fisheries Annual Plan**

- 22.4. The Asset Holding Company must submit to the Board a draft Fisheries Annual Plan not later than two (2) calendar months (or such other period as the Board may advise in writing) before the beginning of each Financial Year.
- 22.5. The Board must consider any draft Fisheries Annual Plan submitted pursuant to Rule 22.4 and within one (1) calendar month of receipt from the Asset Holding Company (or such other period as the Board may from time to time decide) must:
- (a) approve the Fisheries Annual Plan; or

- (b) refer the Fisheries Annual Plan back to the Asset Holding Company for reconsideration with recommended changes.

22.6. If a Fisheries Annual Plan is referred back to the Asset Holding Company for reconsideration the revised Fisheries Annual Plan must be resubmitted to the Authority 10 Working Days after the referral is made.

## **23. Obligations of the Board**

23.1. The Board shall at all times:

- (a) act in accordance with the policy of the Authority;
- (b) report fully its activities to the Meetings of the Authority;
- (c) be subject to any direction passed by Ordinary Resolution of the Adult Members at an Annual General Meeting or a Special General Meeting; and
- (d) act in a manner that accords with the Charitable Purpose.

## **24. Chief Executive Officer**

24.1. The Board shall appoint a Chief Executive Officer.

24.2. The Chief Executive Officer shall be responsible for the weekly activities of the Authority, including the management of staff, who will be responsible for the daily activities.

24.3. The Chief Executive Officer must act in accordance with any written delegation from the Board, which includes any general delegation in any employment contract for the Chief Executive Officer.

## **25. Meetings of the Board**

25.1. Meetings of the Board shall be held monthly. They may be called by notice in writing given by the Chairperson in accordance with this Rule 25.

25.2. Any notice given by the Chairperson of the Board pursuant to Rule 25.1 must:

- (a) be received by the Board members at least five (5) Working Days prior to the Meeting; and
- (b) specify the:
  - (i) place or method of;

(ii) date and time of; and

(iii) general nature of the business to be disclosed at the Board Meeting.

The regular dates and times for meetings may be included in a single Notice.

25.3. Any Board Meeting will, notwithstanding that it is called by shorter notice than that provided for in Rule 25.2, be deemed to have been properly convened if, prior to the Meeting proceeding to business it is so agreed in writing:

(a) in the case of a Meeting where the business comprises only one (1) or more Ordinary Resolutions of the Board, by a majority in number of the Board represented in person; and

(b) in the case of a Meeting where the business comprises one (1) or more Special Resolutions of the Board, by 75% of the Board members in person.

25.4. The quorum for a Board Meeting shall consist of five (5) Board Members representing five (5) Hapū, present throughout.

25.5. The Board Members may act notwithstanding any vacancy in their body, but if and so long as the number of Board members holding office is less than the number fixed by Rule 25.4 the continuing Board members may act only for the purposes of calling an election pursuant to these Rules to increase the number of Board Members to that number.

25.6. The Chairperson shall chair Meetings of the Board and in the Chairperson's absence the Board Members may elect one of their number to chair the Meeting.

25.7. Board Members may vote at Meetings of the Board personally, by telephone conference, by written advice or facsimile, email or by another appropriate means of electronic communication.

25.8. Each Board Member shall be entitled to one (1) vote only and every question shall be determined by a majority of the votes of the Board Members. In the case of an equality of votes the Chairperson shall not have a casting vote.

25.9. Minutes of the proceedings of all Board Meetings shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

## **26. Chairperson and Deputy Chairperson**

- 26.1. The Board shall elect one (1) Board Member to act as Chairperson for the duration of that Board Member's term or, if that person vacates the role for any reason, elect another of their number to fill the role for the remainder of the term.
- 26.2. The Board may also elect one (1) Board Member to act as deputy Chairperson. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

## **27. Sub-committee meetings**

- 27.1. Sub-Committee meetings shall be held from time to time and membership of a Sub-Committee to be determined by the Board. Non-Board Members may be seconded to and/or removed from a Sub-Committee by the Board provided that where a Sub-Committee is delegated any authority of the Board any non-Board Members shall have no voting rights.
- 27.2. The sub-committee meetings shall be called by written notice from the Chairperson.
- 27.3. The notice should include the meeting time, venue and agenda.
- 27.4. The terms of reference for Sub-Committee shall set by the Board.
- 27.5. The quorum shall be no less than 50% of the Sub-Committee members nominated by the Board.
- 27.6. The Sub-Committee shall be responsible for formulating recommendations or completing set outcomes, as required by the Board.

## **28. Financial Year**

- 28.1. The financial year of the Authority shall be from 1 April to 31 March in each year, or as may otherwise be determined by the Board.

### **Control of Funds, Income and Property**

- 28.2. The Board shall keep an account or accounts at such bank or banks as the Board may decide.
- 28.3. All funds received by or on behalf of the Authority shall be paid into its account at a bank nominated by the Board.

- 28.4. All cheques, withdrawals and authorities shall be signed on behalf of the Board by those Board members or other persons that are authorised either specifically or generally by the Board.
- 28.5. The income and property of the Authority shall be applied solely to further the objects of the Authority and no portion shall be paid or transferred directly or indirectly by way of dividends, bonuses or profit to individual Members.
- 28.6. The requirements of Rule 28.5 above shall not preclude any payment to a Member for services rendered or for goods supplied or by way of rent for premises let or leased to the Authority by any Member.

#### **Auditor**

- 28.7. There shall be appointed at each annual General Meeting an auditor who shall not be a member of the Board but shall be a member of the New Zealand Society of Accountants.
- 28.8. The auditor shall examine and certify the accounts and securities and any other assets of the Authority for the current year.

#### **29. Seal**

- 29.1. The seal of the Authority shall have the name of the Authority engraved or inscribed on it.
- 29.2. The seal shall be kept in the custody of the Secretary, who shall affix it to such documents as the Board may, by resolution from time to time, direct. The affixing of the seal shall be attested by the Chairperson of the Board or by another Authorised Person by signing his or her name to the document and any document so sealed and attested shall be binding on the Board.
- 29.3. No person dealing with the Board members shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.
- 29.4. A register shall be kept recording all applications of the seal and the use of the seal shall be reported at subsequent Board Meetings.

#### **30. Disputes Procedure**

##### **Disputes under the Act and General Disputes**

- 30.1. If any dispute shall arise between Members and the Authority (other than a dispute provided for in Rules 30.2 or 30.3), 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 a dispute relating to matters arising under the Act, that dispute shall be determined in accordance with Part 5 of the Act.

- 30.2. Any dispute of a general nature, being a dispute not covered by Part 5 of the Act, shall be referred to mediation, by a mediator to be agreed by the disputing parties, or failing agreement within 10 Working Days, to be appointed by the Registrar of the Māori Land Court or its successor. Should the matter not be resolved by mediation then the Board shall reconsider the decision, however any such re-consideration shall then be binding upon the parties.
- 30.3. The provisions of this Rule 30 shall not derogate from the rights or obligations of the Authority or any Member pursuant to any other Act or provision of law or equity.

#### **Registration Disputes**

- 30.4. If the Board makes a decision under Rule 9.12 to either not register a person, or to remove a person from the register or decline the changes requested in a notice, the Board must notify the person concerned of its decision and, if requested by that person, of the principle reasons for that decision.
- 30.5. If the person concerned disputes that decision, that person may exercise their rights under section 180(1)(m) of the Act.
- 30.6. When making a recommendation to the Board in relation to Rule 0, the relevant Whakapapa Committee must apply the provisions of the Act relating to the registration of Members. The relevant Whakapapa Committee shall provide the person concerned, and any representative that person appoints, the opportunity to attend a meeting of the Whakapapa Committee and present their account of why they should be registered or remain, on the Register, as the case may be. The relevant Whakapapa Committee shall have the discretion to take into account the Whakapapa Committee Member's own knowledge and such other matters as the Whakapapa Committee considers will assist it in making a determination. The relevant Whakapapa Committee must also inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.
- 30.7. The determination of the Board on the registration of the person concerned shall be final and binding on that person and the Authority, subject to the provisions of section 180(1)(m) of the Act.

#### **31. Amendment of Rules**

- 31.1. Subject to the provisions of the Incorporated Societies Act 1908, these Rules may be altered, amended added to or rescinded by a resolution passed by a 75% majority of the votes cast at



an Annual General Meeting or Special General Meeting provided that no alteration, amendment or rescission shall be made that in any way detracts from the charitable purposes of the Authority. Any alteration, amendment addition or rescission of the Constitution shall be registered with the Registrar of Incorporated Societies.

31.2. Any amendment or addition to these Rules shall not be inconsistent with the Act, the Incorporated Societies Act 1908 or any other enactment or rule of law.

31.3. To the extent that a proposed amendment or addition relates to matters provided for, by or under the Act, such change:

- (a) must not be inconsistent with the Act;
- (b) must not be made earlier than two (2) years after the date on which the Authority is recognised by Te Ohu Kaimoana Trustee Limited as the Mandated Iwi Organisation for Muaupoko if the amendment relates to any matter provided for by or under the Act unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;
- (c) may only be promoted if the amendment is for the collective benefit of all Members and a Special Resolution is put and passed at a General Meeting in accordance with Rule 16; and
- (d) notwithstanding the terms of these Rules, no amendment to these Rules shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Authority's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2007 in respect of income derived by it. Prior to any resolution to amend these Rules being placed before Members competent advice shall be obtained by the Board Members confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.

#### **Changes to Constitutions of Corporate Entities**

31.4. To the extent that a proposed change to the constitutional documents of an Asset Holding Company relates to matters provided for, by or under the Act, such amendment:

- (a) must not be inconsistent with the Act or any other enactment or rule of law;
- (b) may not be made earlier than two (2) years after the date on which the Authority is recognised by Te Ohu Kaimoana Trustee Limited as the Mandated Iwi Organisation for

Muaupoko unless the amendment is required as a consequence of a rule made or amended under section 25 of Act;

- (c) may only be promoted if a Special Resolution is put and passed by Adult Members at a General Meeting in accordance with Rule 16.1 of these Rules; and
- (d) must not amend the requirement in Rule 5.5 in a manner which would jeopardise the charitable status of such Asset Holding Company.

### Proposal from Adult Member

- 31.5. Any Adult Member may put forward in writing proposals for changes to these Rules for consideration by the Members at an Annual General Meeting.

### 32. Winding Up

- 32.1. The Authority may be wound up voluntarily in the manner prescribed by section 24 of the Incorporated Societies Act 1908 and in accordance with the Act. The Authority may only be wound up if the decision to do so is made at two (2) consecutive General Meetings, the second of which must be held at least 25 Working Days after the first.
- 32.2. In the event that the Authority is wound up then any surplus assets after payment of costs, debts and liabilities and subject to any trust affecting the same, shall be transferred to such approved Hapū charitable organisation, or other charitable organisation or organisations in New Zealand whose objects include, in whole or in part, the objects set out in these Rules or as the Board may determine by resolution.
- 32.3. No individual Member or Members of Muaupoko shall profit by the dissolution of the Authority.

### 33. Indemnity

- 33.1. The Board members and officers of the Authority are indemnified by the Society against all losses and expenses occurred by them in carrying out their duties except when those actions are in breach of the objects of the Authority, or otherwise due to their wilful neglect, malpractice or fraudulent activity.

*Mina Te Pa. Winiata - winiata*  
Board member

*Mahanga Williams - chairman*

*Nina Hau Te Pa - Wana*  
Board member

*Heather 20/04/2011*

*M. W. 20/06/2011*

*A. Pa - Wana*

## **Interim Muaūpoko Claimant Community Engagement Strategy**

### **Purpose**

The purpose of this engagement strategy is to identify key actions to continue the consulting process for developing Muaūpoko readiness for and entry into direct negotiations with the Crown. This is an interim strategy until the mandate conferred on the MTA by the Muaūpoko claimant community is endorsed by the Crown, and the negotiations structure has been established. This strategy covers all Muaūpoko as well as identifies key Muaūpoko internal stakeholders such as Wai claimants. The objective is to ensure that the MTA's mandate remains "alive" and that any proposed settlement has maximum buy-in from the claimant community. This will be achieved by keeping Muaūpoko informed and continuously providing opportunities for participation and involvement. This strategy is linked into other strategies and activities of MTA business.

### **Background**

In June 2012 MTA consulted the Iwi membership which included submissions and information hui. 145 out of 150 submissions supported the strategy. The mandate strategy was endorsed by the Crown in October 2012.

In November to December 2012, MTA consulted the Iwi membership on the proposed mandate. This included information hui and a vote on the proposal to mandate the MTA to enter direct negotiations with the Crown to settle Muaūpoko's historical Treaty claims. The independent Returning Officer, ElectionNZ, provided the following results; 392 votes were cast; 87 per cent of those who participated in the vote, voted in favour of the resolution: "[enter resolution here]". There were 13 per cent of votes that were against the resolution.

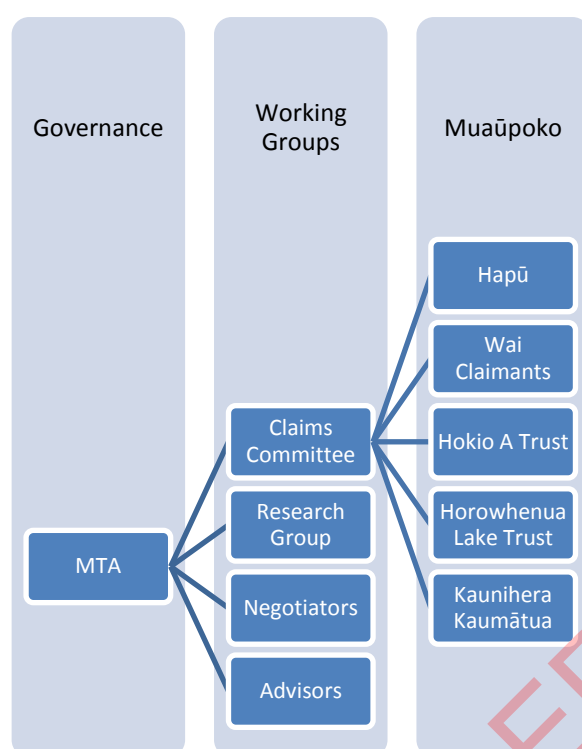
A Deed of Mandate is being submitted to the Crown and a submission process will follow. MTA seeks to have a Deed of Mandate Conferred before 31 July 2013, and the negotiations structure established by the October 2013.

### **Key Activities**

1. **Membership drive:** We plan to increase Iwi participation through increased registration of interest, either as a member of MTA, or on the Muaūpoko Iwi Roll. This supports our desire to make contact with as many Muaūpoko as possible. In 2012 a new registration form and policies and procedures were developed and hapū have been reviewing the current membership roll. In 2013 we intend to assess a new membership system and provide the ability to register online.
2. **Monthly Iwi communications:** Providing information about progress towards settlement and opportunities to hui, via the MTA website and the local newspaper.
3. **Elections to MTA Governance:** This will occur in May to June 2013. This will provide an opportunity for those interested, such as WAI Claimants, to seek election on the governance via their hapū.
4. **Annual General Meeting:** This is a hui ā-iwi and will report on MTA activities including its Treaty settlement programme (e.g. progress towards a Crown recognised mandate, settlement negotiations etc), financial reporting and membership registration. This will occur between June and August once the Annual Audited Accounts have been approved. These reports will be made available online to those who cannot attend.

Muaūpoko is currently preparing for the development of research projects on topics such as Education, Te Reo, Muaūpokotanga and Taiao (Environment). This will provide an opportunity for those who wish to participate in these areas which will have overlapping information.

## 5. Key Muaūpoko Stakeholder Engagement



MTA will continue with the open door policy of trying to inform and engage in on-going discussions with key Muaūpoko stakeholders. Invitations to meet will be sent out to;

- WAI Claimants
- Lake Horowhenua Trust
- Hokio A Trust
- Kaunihera Kaumātua
- Hapū

At least once before July and at least once prior to establishing the negotiations structure (or before September 2013)

These hui will provide an opportunity to discuss the appointment process to the Claims Committee and the research required to develop claims.

6. **WAI Claimants:** Despite trying to meet with WAI Claimants collectively, this has not happened. MTA will continue to seek meet with WAI Claimants both the Muaūpoko Claimant Cluster and other claimants and other, in groups or individually should they wish.
7. **Kaunihera Kaumātua and Hapū:** These groups organise their meetings as they see fit. MTA will seek to engage these groups on an on-going basis to provide direct updates on the activities of MTA, including progress towards negotiations and settlement.
8. **Lake Horowhenua Trust and Hokio A Trust** are independent bodies.

The intention is to have discussions with the key stakeholders before the mandate is conferred about issues such as the appointment process for the claims committee. For those groups who do not have a voting procedure we will develop one following ongoing discussions, such as with Wai Claimants.

### 9. “Tell Your Stories” Approach

A central part of MTA’s direct negotiations programme is the establishment of an independent forum to enable claimants and their whānau put on record their stories, information and research if they so wish. The need to “tell the story of Muaūpoko” has been reinforced by comments received from the claimant community. It is hoped that this process can be linked in with the comprehensive research programme so as to provide a compelling basis for settlement.

### 10. Overlapping Claims

An interim overlapping claims strategy and engagement plan is in place to respond to any overlapping claims issues, should they arise. After a voting process in October 2012, MTA became the Mandated Iwi Organisation for fisheries in December 2012. MTA is currently in discussions with other Iwi who share interest in the FMA8 / CRA4 Coastline. While this is a separate process, there are some similar issues, such as discussion over areas of interest.

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OFFICIAL INFORMATION ACT





Te Puni Kōkiri  
REALISING MĀORI POTENTIAL



OFFICE OF  
TREATY  
SETTLEMENTS

*Te Tari Whakatau Take e pā ana ki te Tiriti o Waitangi*

19 October 2012

Steve Hirini  
Muaūpoko Tribal Authority  
306 Oxford St  
LEVIN 5510

Tēnā koe e te Rangatira

### **Endorsement of Mandate Strategy**

Thank you for submitting a final draft of the Muaūpoko Tribal Authority mandate strategy to the Crown for review. The strategy provides a sufficient level of information on how the Muaūpoko Tribal Authority plan to work towards obtaining a mandate for the negotiation of Muaūpoko's historical Treaty of Waitangi claims. We would also like to thank you for advertising your draft mandate strategy for a three week submission period.

We have reviewed all submissions and note that there is opposition to the Muaūpoko Tribal Authorities draft mandate strategy from some wai claimants. We also note that some of the submissions on the draft mandate strategy have highlighted a preference to progress the Treaty claims of Muaūpoko through the Waitangi Tribunal process. The Crown encourages the Muaūpoko Tribal Authority to have further dialogue with Wai claimants for an all inclusive Muaūpoko Treaty settlement process.

As discussed, we will be expecting to undergo further discussions with you on your claimant definition, as submissions also highlighted a need to undertake further work on the claimant definition in the draft mandate strategy. Specifically, we ask that you consider having an ancestor other than Tara as the ancestor Muaūpoko descend from and consider covering historical hapū as a part of your claimant definition.

Te Puni Kōkiri and the Office of Treaty Settlements agree that the Muaūpoko Tribal Authority mandate strategy be endorsed with the following conditions:

- the Muaūpoko Tribal Authority undertake research regarding the Muaūpoko claimant definition, and consider research undertaken by the Crown regarding the Muaūpoko claimant definition prior to beginning mandate vote; and
- offer a facilitated hui with Wai claimants to discuss the Muaūpoko Tribal Authorities proposed mandate process.

Taking into account the comments above, we consider that the mandate strategy meets the Crown's requirements and we are pleased to endorse the Muaūpoko Tribal Authority mandate strategy. We wish you well for your upcoming mandate process.

Nā nāku noa, nā



Tom White  
Manager, Policy  
Te Puni Kōkiri



Marian Smith  
Negotiations Manager  
Office of Treaty Settlements

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## **Appendix F: Facilitators report**

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File Reference: Kingsgate Hotel

Michael Hollis, Policy

14 April 2013

### **FACILITATED DISCUSSIONS REGARDING THE MTA MANDATE PROCESS**

**Attendees:** Rauru Kirikiri (Independent Facilitator), Michael Hollis (Te Puni Kōkiri), Steve Hirini, Brenton Tukapua, Sillena McGregor, Marokopa Wiremu Matakatea, Robert Warrington, Milly Paea, Pristine Burke (MTA Board members), Mark Moses (MTA Project Manager), Dean Wilson, Trevor Wilson (Muaūpoko), Linda Thornton, Robyn Zwaan and David Stone (Legal counsel for Muaūpoko Wai Claimants).

**Venue:** Kingsgate Hotel, Palmerston North

**Time:** 1:40pm

**Purpose:** For the Muaūpoko Tribal Authority (MTA) and Muaūpoko Claimant Cluster (MCC) to discuss issues regarding the MTA's mandate process and explore options to achieve a common goal.

The facilitator asked hui attendees at the start of the hui if there were any other thoughts on what the purpose should be.

Linda Thornton explained that it would be useful to discuss the two processes – Waitangi Tribunal and Direct Negotiations.

David Stone commented that a dual, Waitangi Tribunal and Direct Negotiations process should be explored.

**Dual Process:** Mark Moses sought clarification from Mr Stone regarding what a dual process would entail.

Ms Thornton explained that their clients wanted to go through the Waitangi Tribunal process to get hearings, findings and remedies to use as leverage when it came to entering into the direct negotiations process with the Crown.

Ms Thornton commented that the mandate process carried out by the MTA has not been representative and people have not had the ability to voice their concerns, or have a say. Furthermore, Ms Thornton commented that if there was to be a mandate process for the progression of all Muaūpoko Treaty of Waitangi claims, it would have to be a fair and representative process which would need to start from the ground up. Ms Thornton commented that in her view, the Waitangi Tribunal process is one way for the natural leadership of a group to develop.

Ms Thornton commented that she believes there are gaps in the MTA's draft Deed of Mandate, including a lack of a governance structure for the claims committee.

Mr Moses spoke about his experience in Treaty settlements, he explained that the Waitangi Tribunal process is a long process and the Crown does not have to act on the Waitangi Tribunal's findings and recommendations. Mr Moses acknowledged that the Waitangi Tribunal do have binding powers, although they have only been used once, in the early nineties.

The facilitator questioned how both the Waitangi Tribunal and Direct Negotiations processes can work together for the betterment of Muaūpoko. The facilitator also asked what it is that both groups can offer or give up to reach a common ground.

#### **Issues:**

The facilitator asked that a list of issues be tabled for consideration and discussion.

Mr Stone commented that a big issue is the Muaūpoko iwi definition '*who are Muaūpoko?*'

Mr Moses commented on what he believed some of the issues to be. These included: representation, accountability, structure, opportunity and trust.

Ms Thornton questioned how independent a group seeking a mandate needs to be, in order to be fully accountable and representative.

An attendee, Dean Wilson commented that Muaūpoko need to come together to talk and to listen.

The facilitator asked what hurdles there are, other than the Waitangi Tribunal vs Direct Negotiations hurdle.

Mr Moses explained that honesty, opportunity and choice were key to moving things forward. Mr Moses also commented that there is an expectation that things will move forward because of the mandate process that the MTA have undertaken to date.

Rob Warrington commented that the Waitangi Tribunal vs Direct Negotiations situation is like going to the dentist, you just want it to be over. Mr Warrington explained that, that also is how he feels about the Crown, the sooner Muaūpoko are rid of the Crown, the sooner Muaūpoko can move forward.

A Muaūpoko kaumātua, Trevor Wilson commented that the biggest issues are trust, honesty and respect and those are needed before Muaūpoko can move forward.

Marokopa Wiremu Matakatea questioned why the question '*who is Muaūpoko?*' is always asked. Mr Wiremu Matakatea commented that he is Muaūpoko and he whakapapa's through the Taueki whānau on his mother's and father's side. He explained that it is easy for people to say '*you are not Muaūpoko*' but explained he is Muaūpoko and won't let anybody tell him otherwise.

The facilitator asked hui attendees what it is that both the MTA and MCC could do or give away to make the other feel comfortable, and enable the two to work together.

Mr Moses explained that all of Muaūpoko have suffered from Treaty breaches and are entitled to have those Treaty breaches either heard, or settled, whether their breaches have been registered or not.

Mr Stone agreed, and commented that all of the claims he represents, are on behalf of, and for the benefit of all of Muaūpoko.

Ms Thornton explained that she accepts that all of Muaūpoko have suffered Treaty breaches, although certain people have stepped up to make claims, and explained that they do not feel as though their interests are represented by the MTA.

Mr Wilson questioned how it is that people feel as though they are not represented? Mr Wilson explained that the MTA are representative of each of the Muaūpoko hapū and explained that each of the MCC must whakapapa to one of the Muaūpoko hapū, therefore they are represented. Furthermore, Mr Wilson explained that Muaūpoko iwi members have the ability to be a representative on their hapū should they choose to be nominated and be elected by their hapū.

Ms Thornton explained that she did not want to get into the discussion about how people can be represented. Ms Thornton explained that her clients feel as though their claims are on behalf of more than just Muaūpoko. Ms Thornton explained that her clients feel disenfranchised by the mandate process.

Mr Hirini explained that hapū hui have been held and noted there is a common desire for the progress of the MTA to continue.

Mr Stone explained that there are three Muaūpoko marae in Pakipaki and three Muaūpoko whānau that whakapapa to all three marae. Mr Stone explained that there was a hui ā-hapū held in Pakipaki where he helped Muaūpoko iwi members file claims. Mr Stone explained that his clients fear was that if they did not file a claim, the breaches they suffered as Muaūpoko would not be covered.

Mr Moses commented that representation goes both ways and the MCC do not represent all of Muaūpoko's interests, which is what the MTA are trying to do through their mandate process. Mr Moses explained that there is opportunity for Muaūpoko iwi members to

participate in the process and be represented throughout the process. He noted that there are hapū elections currently, which Muaūpoko iwi members are entitled to be nominated and voted onto the MTA. Mr Moses also noted that there is the opportunity and choice for iwi members to nominate, or be nominated and elected onto the Claims committee, or negotiations team. Mr Moses noted that there are trust issues which can only be addressed through this kind of forum.

Ms Thornton explained that, until the trust issues are resolved, nothing will be resolved. Ms Thornton commented that her clients do not have the opportunity if they are not in the room. Ms Thornton also commented that the MTA are all on the train towards settlement and taking some people with them, and others won't jump on.

The facilitator questioned how it can be ensured that everybody will jump on the same train.

Milly Paea explained that she has strong relationships with MCC outside of the MTA / MCC context. Ms Paea explained that there needs to be an open door policy so that the MTA and MCC can communicate about the real issues of Muaūpoko Treaty breaches, and understand where each side is coming from, to work towards a common goal. Ms Paea also commented that all of Muaūpoko are on the train, although some may be on different carriages, and it is the MTA's job to find them and pull them on.

Mr Stone explained that he was at the hui because his clients could not attend. Mr Stone commented that one of the claims he represents is in regards to mental health issues. Mr Stone explained that his clients had a fear that their claim would not be addressed should the MTA be mandated to go into direct negotiations with the Crown.

At this point the facilitator noted that it would be naïve to think a resolution would come out of the hui and commented that it would be useful to have all Muaūpoko parties around the table, discussing potential solutions to the issues.

Mr Moses commented that it might be best to meet with the MCC separately as there are several different views and opinions, which could mean, meeting collectively could be problematic.

Ms Thornton made the comment that differing views and opinions can be expected in any given forum and what Mr Moses suggested sounds like divide and conquer. Ms Thornton commented that some of her clients feared for their physical wellbeing when attending hui with the MTA.

The facilitator questioned how the issue of fear could be resolved.

Mr Stone commented that a dual process would be one way of ensuring his clients issues would be addressed and remove that fear. Mr Stone suggested that a dual process could work by seeking a mandate at the back end of the Waitangi Tribunal inquiries process.

Ms Thornton commented that through information sourced from Official Information Act requests, the Crown is not resourced to enter into direct negotiations with Muaūpoko, and questioned the urgency to seek a mandate. Ms Thornton questioned how Muaūpoko can reconcile with the Crown if they cannot reconcile with one another.

Mr Moses commented that there would always be issues, but MTA are going through the mandate process and are providing opportunity through the process.

The facilitator questioned why the MTA want to enter into direct negotiations with the Crown.

Mr Hirini explained that following a facilitated hui in 2010 and receiving advice from advisors, there was strong support from hapū and iwi members for direct negotiations.

Mr Moses commented that the 'why would you, why wouldn't you' question could be asked by both parties, for either options, and commented that it is clear that there will never be a unanimous agreement either way.

Mr Stone explained that at the hui ā-hapū in Pakipaki, the issue of who the claims should be made on behalf of arose. Mr Stone explained that claims are on behalf of and for the benefit of Muaūpoko, and that is the wairua of all of the Muaūpoko claims.

Ms Paea commented that it is reassuring to hear that all of the Muaūpoko claims are on behalf of and for the benefit of Muaūpoko, as it has been understood in the past that the MCC believe the claims filed by them are not on behalf of, or for the benefit of Muaūpoko.

Ms Thornton commented that one of her client's claims is a hapū claim, not on behalf of all of Muaūpoko.

Mr Stone explained that his client's who filed the mental health claim, do not want anybody to address that claim, and want to deal with it themselves.

Brenton Tukapua asked what choice Muaūpoko iwi members have. He explained that the MTA have completed a Mandate Strategy with a claimant definition and asked what claimant definition do the MCC purport to represent. Mr Tukapua also asked why Muaūpoko iwi members should support the MCC as opposed to the MTA.

Mr Stone explained that the MCC is not asking for Muaūpoko iwi members to pick Waitangi Tribunal or Direct Negotiations, rather to support a kaupapa of issues and allow the opportunity to progress those issues. Mr Stone noted that Direct Negotiations would not allow for his clients issues to be progressed.

Mr Moses explained that the MTA have invited Muaūpoko Wai claimants to meet on several occasions and it does not seem as though there has been a willingness to meet. Mr Moses explained that there has been opportunity to participate and have a say throughout the mandate process, through submissions, information hui and voting. Mr Moses further noted that there was an expectation to move forward, because the mandate vote was in favour of the MTA moving forward.

Ms Thornton questioned whether or not the MTA want to get everybody on board, or whether they are happy to move forward without everybody.

Ms Paea asked when the MCC and MTA can meet to discuss how the two groups can work collaboratively.

Mr Wiremu Matakatea explained that he would meet with the Muaūpoko Claimant Cluster, but if the hui gets too heated, he would leave. Mr Wiremu Matakatea noted it is important to think about the issues raised today and for both groups to go away and discuss the issues.

Mr Moses noted the difficulty of having both parties in the room together at the same time. The facilitator explained that any hui with both parties involved would need to be done in a controlled environment, and the meeting would need to be focussed and structured.

The facilitator called for hui attendees to summarise the hui and make any closing comments.

Mr Stone commented that it had been a productive hui and noted that his clients do not want to be in opposition with the MTA. Mr Stone also noted that he was glad his client's issues had been heard and commented that it was useful to understand the MTA's views about the Muaūpoko Claimant Cluster.

Ms Thornton commented that there had been great progress at the hui and noted that if there is a way for inclusion of the Muaūpoko Claimant Cluster, it would need to be done through a similar forum, i.e. facilitated hui with both parties in the room.

Mr Hirini thanked the Muaūpoko Claimant Cluster's legal counsel for attending the hui and noted that the MTA will endeavour to find a way to move forward together.

Mr Moses concluded by noting that the MTA will go away from the hui and discuss the issues further and encouraged everybody to take time to reflect on the hui and discuss with their constituents.

**Hui closed at 3:30pm**

## Appendix G: Independent Crown observer's reports

### Muaūpoko Tribal Authority mandate hui observer report

<b>Iwi</b>	Muaūpoko		
<b>Location</b>	Angus Inn 507 Railway Road, Hastings		
<b>Date</b>	Saturday, 8 December 2012		
<b>Start time</b>	~11am	<b>Finish time</b>	~1:00pm
<b>Chair</b>	N/A		
<b>Observer(s)</b>	Michael Hollis (Te Puni Kōkiri, Policy)		
<b>Presenter(s)</b>	Mark Moses (Muaūpoko Tribal Authority, Project Manager)		
<b>Attendance</b>	Total of ~21 people*, including 1 TPK observer *people were arriving and leaving throughout the hui, so this is an approximate number.		
<b>Purpose</b>	For the Muaūpoko Tribal Authority (MTA) to present its mandate proposal; and To explain the vote to be taken on whether to accept or reject the mandate proposal.		
<b>Agenda</b>	Karakia Mihimihi Hākari whakanoa Presentation / Question & Answers Karakia whakamutunga		
<b>Presentation</b>	John Kendrick, a Muaūpoko Wai claimant and Muaūpoko Tribal Authority (MTA) representative gave a mihi. Mark Moses explained the house rules for the hui: no videoing of the hui; no parallel presentations, as the Muaūpoko Tribal Authority wish to present their proposal to the hui; and hui attendees could ask questions after each PowerPoint slide, as long as questions were relevant to the kaupapa. Mr Moses provided a PowerPoint presentation to the hui which was followed by hui attendees. Additional comments to the slides are recorded under the corresponding slide title: Slide 4: What is a Treaty Settlement?		

The presenter explained that the Crown likes to deal with Large Natural Groups and not whānau or individuals when settling registered or unregistered historic Treaty of Waitangi claims.

The presenter explained that the settlement of historic Treaty of Waitangi claims is for Crown actions, or breaches against iwi before 21 September 1992, and not for iwi to settle grievances with other iwi.

#### Slide 5: Pathways to Settlement

The presenter explained the two different pathways Muaūpoko could go to settle their historic Treaty of Waitangi claims. The presenter noted that Muaūpoko could go through the Waitangi Tribunal process and move to Direct Negotiations. The presenter also noted that Direct Negotiations could provide an opportunity for Muaūpoko to have their story told, if Muaūpoko Wai claimants and the MTA could agree on a way this could happen.

The presenter explained that only Māori can file claims with the Waitangi Tribunal and companies cannot. The presenter explained that the Waitangi Tribunal process requires Wai claims to be clustered for the Waitangi Tribunal to report on findings that come from the inquiry into the claims and subsequent hearings. The presenter also explained that the Crown requires a mandated entity from a recognised Large Natural Group to enter into Direct Negotiations with the Crown.

The presenter noted that if the MTA is the mandated entity for Muaūpoko to enter into Direct negotiations with the Crown, they will not receive any settlement negotiated. The presenter noted that a Post-Settlement Governance Entity, which is usually a Trust, would need to be set up and ratified by Muaūpoko iwi members to receive and manage any settlement negotiated by Muaūpoko.

#### Slide 9: MTA Pathway to Settlement

The presenter explained that the draft mandate strategy submitted to the Crown by the MTA in June 2012 set out the MTA's proposed process for acquiring a Mandate from Muaūpoko iwi members. The presenter noted that part of the mandate strategy was to have mandate hui and vote on whether or not to mandate the MTA.

#### Slide 10: MTA Mandate Pathway to Settlement

The presenter explained that the purpose of the Special General Meeting on 16 December 2012 was to have a vote on the MTA proposal.

#### Slide 11: MTA Mandate Pathway to Settlement

The presenter explained that the MTA is using Eletionz.com to be the independent returning company for the voting on the MTA mandate process. The presenter explained that the results from the MTA mandate proposal will be made known to Muaūpoko iwi members once the MTA knows.



	<p>The presenter noted that the MTA will submit a Deed of Mandate (DoM) to the Crown, pending the result of votes and the Crown and MTA will make a decision whether or not to advertise the draft DOM for submissions based on levels of support from Muaūpoko iwi members. The presenter also noted that iwi members will have the ability to have an input to the Deed of Mandate through submissions.</p> <p>Slide 12: Who would be covered by the mandate?</p> <p>The presenter explained that in light of submissions regarding the claimant definition in the MTA's draft mandate strategy being too broad, the MTA undertook some research with the help of an independent historian to refine the claimant definition.</p> <p>Slide 13: What claims?</p> <p>The presenter explained that the Wai claims to be settled as a part of this process were advertised in local and national newspapers, and all claims will be full and final once settled.</p> <p>Slide 16: Negotiation Structure: Decision-making and representation</p> <p>The presenter explained that the MTA will not be able to receive any negotiated Deed of Settlement rather a PSGE will need to be set up and ratified to receive any future Muaūpoko settlement.</p> <p>The presenter explained that the MTA will seek professional researchers to appoint to a Research Committee and will also seek researchers within Muaūpoko to appoint.</p> <p>Slide 20: Special Votes</p> <p>The presenter explained that iwi members could get special voting forms and registration forms from the MTA CEO, Steve Hirini and fill them in and place the forms in the ballot box at the hui, or send them to Electionz.</p>
<p><b>Questions and comments</b></p>	<p>Questions were called for after every slide of the PowerPoint presentation. Below is a summary of questions and comments:</p> <p><b>Q1: Legal counsel for Muaūpoko Wai claimants, Linda Thornton, questioned if the MTA's proposal was to ditch the Waitangi Tribunal in favour of Direct Negotiations. Ms Thornton commented that the Waitangi Tribunal Pathway will provide Muaūpoko Wai claimants an opportunity to have their story told and explained that it would be an injustice if they do not get that opportunity, because the MTA get mandated to go to Direct negotiations.</b></p> <p><b>A1:</b> The presenter explained that it is the MTA's intentions to go to Direct Negotiations. The presenter explained that there is an opportunity to have Muaūpoko's story told in Direct Negotiations, through research. The presenter noted that the Waitangi Tribunal's recommendations following their inquiry and hearings does not necessarily bind the Crown to them.</p> <p><b>Comment:</b> Ms Thornton commented that if the Waitangi</p>



	<p>Tribunals findings are well founded they can recommend a resumption of land which would bind the Crown to return certain land. Ms Thornton also explained that there is currently a case for resumption of land pending.</p> <p><b>Comment:</b> The presenter commented that the Waitangi Tribunal has not yet used the power to recommend resumption of land. The presenter also commented that Muaūpoko could participate in both, the Waitangi Tribunal and Direct Negotiations in the interim and both parties involved could share information to get the best result for Muaūpoko as a whole.</p> <p><b>Q2: An attendee asked where information about Muaūpoko Tūpuna came from.</b></p> <p>A2: The presenter explained that a lot of information can be found online, AJHR records and rangahau reports. The presenter explained that Muaūpoko needed to have a starting point and the current claimant definition is a result of research undertaken by the MTA and an independent historian.</p> <p><b>Q3: An attendee questioned what researchers, from the proposed research group, will research.</b></p> <p>A3: The presenter explained that the MTA will seek advice from professional historians and will seek researchers from within Muaūpoko. The presenter explained that a research programme is yet to be developed, although the research programme will involve iwi members as much as possible and information researched will be shared with iwi members.</p> <p><b>Q4: An attendee asked if the MTA would utilise whānau knowledge in the research strategy.</b></p> <p>A4: The presenter explained that the MTA would try and utilise whānau knowledge as much as they could.</p> <p><b>Q5: An attendee asked if there was an 0800 number to call for voting packs.</b></p> <p>A5: The presenter noted that Electionz number was 0508 666 77 and explained that registrations and votes will be sent to Electionz, who will forward registrations to the MTA to get the whakapapa committee to verify whakapapa for new registrations.</p> <p><b>Q6: An attendee asked if there was a unique identifier code to vote.</b></p> <p>A6: The presenter explained that Electionz have provided a unique code for each voting form.</p>
<b>Resolution(s)</b>	<p>We are asking all eligible Muaūpoko iwi members, aged 18 and over, to vote on the following resolution:</p> <ul style="list-style-type: none"> <li>• <i>"That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims."</i></li> </ul>

<b>Voting process</b>	<p>It was explained that voting could be done in a number of ways:</p> <ul style="list-style-type: none"> <li>• in person at the various ratification hui</li> <li>• post</li> <li>• online</li> </ul> <p>Voting opened 19 November 2012 and Closes 16 December 2012.</p>
<b>Voting result</b>	The result will be announced after voting closes
<b>Other comments</b>	<ul style="list-style-type: none"> <li>• The Observer's role at the hui was explained accurately.</li> <li>• The hui was conducted in an open and transparent manner.</li> <li>• Hui attendees had the opportunity to ask questions and questions were answered.</li> <li>• A round of introductions was called for at the hui.</li> <li>• An attendance register was circulated around the hui.</li> <li>• Legal Counsel for Muaūpoko Wai claimants were present.</li> <li>• Apologies were given from attendees for some of the whānau who had prior engagements.</li> <li>• Apologies were also given for David Stone, Legal counsel for a Muaūpoko Wai claimant.</li> <li>• Te Puni Kōkiri collected votes from the sealed ballot box at the hui.</li> <li>• Ballot box was closed at 1:30pm</li> </ul>

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**Muaūpoko Tribal Authority mandate hui observer report**

<b>Iwi</b>	Muaūpoko		
<b>Location</b>	Kingsgate Hotel 110 Fitzherbet Ave, Palmerston North		
<b>Date</b>	Saturday, 8 December 2012		
<b>Start time</b>	~5pm	<b>Finish time</b>	~6:20pm
<b>Chair</b>	N/A		
<b>Observer(s)</b>	Michael Hollis (Te Puni Kōkiri, Policy)		
<b>Presenter(s)</b>	Mark Moses (Muaūpoko Tribal Authority, Project Manager)		
<b>Attendance</b>	Total of ~ <b>32 people*</b> , including <b>1 TPK observer</b> <i>*people were arriving and leaving throughout the hui, so this is an approximate number.</i>		
<b>Purpose</b>	<ul style="list-style-type: none"> <li>For the Muaūpoko Tribal Authority (MTA) to present its mandate proposal; and</li> <li>To explain the vote to be taken on whether to accept or reject the mandate proposal.</li> </ul>		
<b>Agenda</b>	<ul style="list-style-type: none"> <li>Karakia</li> <li>Mihimihi</li> <li>Hākari whakanoa</li> <li>Presentation / Question &amp; Answers</li> <li>Karakia whakamutunga</li> </ul>		
<b>Presentation</b>	<p>Mark Moses, the presenter, explained the house rules to the hui:</p> <ul style="list-style-type: none"> <li>no videoing of the hui;</li> <li>no parallel presentations, as the Muaūpoko Tribal Authority (MTA) wish to present their proposal to the hui; and</li> <li>hui attendees could ask questions after each PowerPoint slide, as long as questions were in relation to the MTA proposal.</li> </ul> <p>Attendees objected to not being able to video the hui and commented that it was there right legally and as Muaūpoko Wai claimants. The attendees asked if they would be kicked out if they did not stop videoing.</p> <p>The presenter explained that the mandate hui were being conducted by the MTA as it is their mandate process, and explained that the MTA would like to run their hui as they see fit. The presenter invited attendees to leave should they choose to do so, because of the house rules.</p> <p>The attendee agreed not to video.</p>		

A five minute break was called for by the presenter as the hui was getting heated.

After the five minute break the presenter proceeded with the rest of the house rules and noted that if the hui becomes unruly, the hui will be stopped. The presenter noted that there were two more mandate hui following this hui and encouraged attendees to attend them.

The presenter explained that it was the MTA's desire to present their proposal and answer any questions regarding the kaupapa of the hui.

Presentation notes:

Mark Moses, provided a PowerPoint presentation to the hui which was abandoned after eight slides, due to the hui becoming unruly. Additional comments to the slides are recorded under the corresponding slide title:

**Slide 4: What is a Treaty Settlement?**

The presenter explained that settlement of historic Treaty of Waitangi claims are for Crown actions, or breaches against iwi before 21 September 1992.

**Slide 5: Pathways to Settlement**

The presenter noted that direct negotiations could provide an opportunity for Muaūpoko to have their story told, if both fractions could agree on a way this could happen.

The presenter explained that the Waitangi Tribunal process requires Wai claims to be clustered for the Tribunal to inquire into the claims and report on findings that come from those inquiries and subsequent hearings.

The presenter explained that the Crown requires a mandated entity, from a recognised Large Natural Group to enter into direct negotiations with the Crown. The presenter also explained that the Crown requires the proposed mandated entity must have support of Muaūpoko iwi members.

The presenter noted that if the MTA is the mandated entity for Muaūpoko to enter into direct negotiations with the Crown, they will not receive any settlement negotiated. The presenter noted that a Post-Settlement Governance Entity would need to be set up and ratified by Muaūpoko iwi members, to receive and manage any settlement negotiated by Muaūpoko.

**Slide 6: What is a mandate?**

The presenter explained that for a Post-Settlement Governance Entity to receive a Deed of Settlement, both would need to be ratified by eligible Muaūpoko iwi members

**Slide 8: MTA Mandate proposal**

At this point in the presentation an attendee asked for a resolution to be passed for iwi members who do not support the MTA's proposal.

The presenter asked the attendee not to put a resolution to the hui, as it is the MTA's process. The hui got heated and te

	presenter asked a kaumātua to close the hui.
<b>Questions and comments</b>	<p>Questions were called for after every slide of the PowerPoint presentation, if they were in relation to the kaupapa of the hui and the relevant slide. Below is a summary of questions and comments:</p> <p><b>Comment:</b> An attendee asked what the MTA had ever done for their whānau and asked why they should have anything to do with the MTA.</p> <p><b>Q1: Legal Counsel for Muaūpoko Wai claimants questioned how many Muaūpoko Wai claims the MTA represent.</b></p> <p>A1: The presenter sought clarification from the attendee.</p> <p><b>Q1a: The attendee asked how many of the Muaūpoko Wai claims are registered with the MTA. The attendee commented that the Muaūpoko Claimant Cluster have 20 plus registered Muaūpoko Wai claims.</b></p> <p>The attendee also commented that the Muaūpoko Claimant Cluster unanimously voted at a previous hui with the Crown, to progress their claims in the Porirua ki Manawatu Inquiry process and object to any mandate being sought by the MTA.</p> <p>The attendee questioned if the MTA should have more registered claims to be able to seek a mandate to go into direct negotiations with the Crown.</p> <p>A1a: The presenter explained that the MTA have Wai 52 as a registered Muaūpoko Wai claim. The presenter noted that should the MTA gain enough support from Muaūpoko iwi members to get a mandate, the mandate would be to represent and negotiate all historical grievances with the Crown, whether the claims are registered with the Waitangi Tribunal or not.</p> <p>The presenter also noted that all Muaūpoko iwi members have been affected by historic Crown actions and are entitled to settle those grievances.</p> <p><b>Q2: An attendee questioned why Te Puni Kōkiri had only consulted with the MTA and not the Muaūpoko Claimant Cluster regarding historic Muaūpoko grievances.</b></p> <p>The attendee also commented that they believe the MTA's accounts are in negative equity.</p> <p>A2: The presenter commented that he believed that TPK had engaged with the Muaūpoko Claimant Cluster before. The presenter asked if the questions could relate to the kaupapa of the night.</p> <p><b>Q3: An attendee questioned the whakapapa of the hapū listed in the claimant definition.</b></p> <p>A3: The presenter noted that the attendees question will be answered in further slides in the presentation.</p>

**Q4: An attendee questioned what process will be in place to provide for whānau and hapū.**

**Comment:** An attendee commented that the MTA structure provides for the inclusion of all Muaūpoko iwi members. The attendee also commented that the MTA need a plan so Muaūpoko grievances are not individualised. The attendee noted it was important to hear what is being said at the hui.

**Comment:** The presenter asked an attendee if they could stop intimidating attendees.

**Comment:** An attendee commented that the Muaūpoko claimant definition must be agreed.

**Comment:** The presenter noted that the Muaūpoko claimant definition will be spoken to in later slides.

**Q5: An attendee questioned how direct negotiations would provide for an opportunity to have Muaūpoko's story told. The attendee asked if Muaūpoko iwi members will have 20 minutes after a DoS is signed to tell their story.**

A5: The presenter explained that an opportunity for people to have the Muaūpoko story told could be built into the direct negotiations process.

**Comment:** The attendee commented that they would like to see a statement stating how direct negotiations could provide that opportunity.

**Comment:** An attendee commented that nobody from the MTA had contacted them as a Muaūpoko Wai claimant to discuss what and whose stories would be told as a part of the direct negotiations process.

**Q6: An attendee questioned how they would be included.**

A6: The presenter explained that Muaūpoko iwi members will be well informed throughout the whole process through, pānui, hui and the MTA website.

**Q7: An attendee questioned what was the reason behind being recognised as a Large Natural Group.**

A7: The presenter explained that a common reason for hapū, whānau and sometimes iwi to be grouped together to form a Large Natural Group, is that they have a shared history.

**Comment:** An attendee commented that they have a right to choose whether or not they want to participate.

**Q8: An attendee questioned whether or not the MTA can guarantee their whānau would be looked after post settlement.**

A8: The presenter did not have an opportunity to answer the question, as another attendee asked a question straight after.

**Q9: An attendee questioned if the term 'Large Natural Group' was a Crown term. The attendee commented that the Large Natural Group concept does not align with**

	<p><b>whakapapa.</b></p> <p>The attendee also commented that their rights to participate in the Porirua ki Manawatu inquiry process are marginalised because the MTA are going through the mandate process.</p> <p>A9: The presenter explained that the term 'Large Natural Group' was a Crown term and that Ministers recognised Muaūpoko as a Large Natural Group in 2010.</p> <p><b>Q10: Ms Thornton commented that if the Waitangi Tribunals findings are well founded they can recommend a resumption of land which would bind the Crown to return certain land. Ms Thornton questioned how direct negotiations would deal with issues with other iwi.</b></p> <p>A10: The presenter explained that the settlement process only allows for the telling the story of, or/and settling historic grievances caused by the Crown.</p> <p><b>Comment:</b> The presenter commented, from his experience, his iwi have entered into the Waitangi Tribunal process to have their story told, to prove that they were not conquered by other iwi, and by the time a recommendation had been made by the Waitangi Tribunal, the iwi had completed their settlement and had their story told through the direct negotiations process, which happened in less time.</p> <p><b>Q11: An attendee expressed concern that should Muaūpoko's rights to go through the Porirua ki Manawatu Inquiry process be taken away, Ngāti Raukawa could say they conquered Muaūpoko through the Porirua ki Manawatu Inquiry process and Muaūpoko could not do anything about it.</b></p> <p>A11: The attendee reiterated that the settlement process only allows for the telling the story of, or/and settling historic grievances caused by the Crown.</p> <p><b>Comment:</b> An attendee commented that Muaūpoko iwi members need an opportunity to have a healing process, and the right to have a say against iwi that might say Muaūpoko are slaves of their iwi.</p> <p>The attendee asked for clarification on the whakapapa in the MTA mandate strategy and commented that the MTA are colonised and they act like Muaūpoko have been colonised. The attendee also commented that the MTA disrespect Muaūpoko's tangata whenua status.</p> <p>The hui began to get heated. Several attendees were talking over each other. The presenter asked if the hui could get back on track and commented that the MTA wanted an opportunity to present their proposal to attendees.</p> <p>The presenter called for a five minute break at 6:10pm.</p> <p>The hui resumed at 6:15pm.</p> <p><b>Q12: Legal Counsel for Muaūpoko Wai claimants</b></p>
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	<p><b>questioned who the claimant group is that the MTA are representing.</b></p> <p>A12: The presenter explained that the claimant group is Muaūpoko, the Large Natural Group recognised by Ministers in 2010.</p> <p><b>Comment:</b> An attendee commented that a group needs to have more than one claim to represent Muaūpoko.</p> <p><b>Comment:</b> The presenter explained that the Crown wants to deal with one mandated entity from an iwi for Treaty settlement negotiations and explained that the MTA is seeking the support of Muaūpoko iwi members to be the mandated body to represent Muaūpoko.</p> <p><b>Comment:</b> An attendee commented that the Crown should make the two groups, Muaūpoko Claimant Cluster and MTA, go away and sort things out, if they know there is raruraru between the two groups.</p> <p><b>Comment:</b> An attendee attempted to put a resolution to the hui, to stop the MTA's mandate process.</p> <p><b>Comment:</b> The presenter asked that the attendee not put a resolution to the hui, as iwi members will have the opportunity to vote against the proposal through the mandate process.</p> <p><b>Comment:</b> The attendee got aggressive and frustrated that they could not put a resolution to the hui.</p> <p>6:25pm – The hui got heated. Several attendees were yelling over each other. The presenter asked an MTA board member, who was kaumātua, to close the hui as it was unruly.</p>
<b>Resolution(s)</b>	<p>We are asking all eligible Muaūpoko iwi members, aged 18 and over, to vote on the following resolution:</p> <ul style="list-style-type: none"> <li>• <i>"That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims."</i></li> </ul>
<b>Voting process</b>	<p>Voting can be done in a number of ways:</p> <ul style="list-style-type: none"> <li>• in person at the various ratification hui</li> <li>• post</li> <li>• online</li> </ul> <p>Voting opened 19 November 2012 and Closes 16 December 2012.</p>
<b>Voting result</b>	<p>The result will be announced after voting closes</p>



<b>Other comments</b>	<ul style="list-style-type: none"><li>• The Observer's role at the hui was explained accurately.</li><li>• The hui was conducted in an open and transparent manner.</li><li>• Hui attendees had the opportunity to ask questions and some questions were answered, and some questions were noted and attendees were told that their question would be covered in a later slide.</li><li>• An attendance register was available to sign as attendees entered the hui.</li><li>• Legal Counsel for Muaūpoko Wai claimants were present</li><li>• Attendees were encouraged to view the PowerPoint presentation on the MTA website, for more information on the proposal.</li><li>• Te Puni Kōkiri was available to collect votes from the sealed ballot box at the hui.</li></ul>
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RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

Muaūpoko Tribal Authority mandate hui observer report

<b>Iwi</b>	Muaūpoko		
<b>Location</b>	Kawiu Marae 290 Kawiu Road, Levin		
<b>Date</b>	Sunday, 9 December 2012		
<b>Start time</b>	~11am	<b>Finish time</b>	~1:30pm
<b>Chair</b>	N/A		
<b>Observer(s)</b>	Michael Hollis (Te Puni Kōkiri, Policy)		
<b>Presenter(s)</b>	Mark Moses (Muaūpoko Tribal Authority, Project Manager)		
<b>Attendance</b>	Total of ~ <b>48 people*</b> , including <b>1 TPK observer</b> <i>*people were arriving and leaving throughout the hui, so this is an approximate number.</i>		
<b>Purpose</b>	<ul style="list-style-type: none"> <li>For the Muaūpoko Tribal Authority (MTA) to present its mandate proposal; and</li> <li>To explain the vote to be taken on whether to accept or reject the mandate proposal.</li> </ul>		
<b>Agenda</b>	<ul style="list-style-type: none"> <li>Karakia</li> <li>Mihimihi</li> <li>Hākari whakanoa</li> <li>Presentation / Question &amp; Answers</li> <li>Karakia whakamutunga</li> </ul>		
<b>Presentation</b>	<p>Mark Moses explained the house rules for the hui:</p> <ul style="list-style-type: none"> <li>no videoing of the hui;</li> <li>no parallel presentations, as the Muaūpoko Tribal Authority wish to present their proposal to the hui; and</li> <li>hui attendees could ask questions after each PowerPoint slide, as long as questions were relevant to the kaupapa.</li> </ul> <p>Mr Moses provided a PowerPoint presentation to the hui which was followed by hui attendees. Additional comments to the slides are recorded under the corresponding slide title:</p> <p><b>Slide 4: What is a Treaty Settlement?</b></p> <p>The presenter explained that the Crown likes to deal with Large Natural Groups and not whānau or individuals when settling registered or unregistered historic Treaty of Waitangi claims.</p> <p>The presenter explained that the settlement of historic Treaty of Waitangi claims is for Crown actions, or breaches against iwi before 21 September 1992, and not for iwi to settle</p>		

grievances with other iwi.

**Slide 5: Pathways to Settlement**

The presenter explained the two different pathways Muaūpoko could go to settle their historic Treaty of Waitangi claims. The presenter noted that Muaūpoko could go through the Waitangi Tribunal process and move to Direct Negotiations. The presenter also noted that Direct Negotiations could provide an opportunity for Muaūpoko to have their story told, if Muaūpoko Wai claimants and the MTA could agree on a way this could happen.

The presenter explained that only Māori can file claims with the Waitangi Tribunal and companies cannot. The presenter explained that the Waitangi Tribunal process requires Wai claims to be clustered for the Waitangi Tribunal to report on findings that come from the inquiry into the claims and subsequent hearings. The presenter also explained that the Crown requires a mandated entity from a recognised Large Natural Group to enter into Direct Negotiations with the Crown.

The presenter noted that if the MTA is the mandated entity for Muaūpoko to enter into Direct negotiations with the Crown, they will not receive any settlement negotiated. The presenter noted that a Post-Settlement Governance Entity, which is usually a Trust, would need to be set up and ratified by Muaūpoko iwi members to receive and manage any settlement negotiated by Muaūpoko.

**Slide 9: MTA Pathway to Settlement**

The presenter explained that the draft mandate strategy submitted to the Crown by the MTA in June 2012 set out the MTA's proposed process for acquiring a Mandate from Muaūpoko iwi members. The presenter noted that part of the mandate strategy was to have mandate hui and vote on whether or not to mandate the MTA.

**Slide 10: MTA Mandate Pathway to Settlement**

The presenter explained that the purpose of the Special General Meeting on 16 December 2012 was to have a vote on the MTA proposal.

**Slide 11: MTA Mandate Pathway to Settlement**

The presenter explained that the MTA is using Eletionz.com to be the independent returning company for the voting on the MTA mandate process. The presenter explained that the results from the MTA mandate proposal will be made known to Muaūpoko iwi members once the MTA knows.

The presenter noted that the MTA will submit a Deed of Mandate (DoM) to the Crown, pending the result of votes and the Crown and MTA will make a decision whether or not to advertise the draft DOM for submissions based on levels of support from Muaūpoko iwi members. The presenter also noted that iwi members will have the ability to have an input to the Deed of Mandate through submissions.

	<p><b>Slide 12: Who would be covered by the mandate?</b></p> <p>The presenter explained that in light of submissions regarding the claimant definition in the MTA's draft mandate strategy being too broad, the MTA undertook some research with the help of an independent historian to refine the claimant definition.</p> <p><b>Slide 13: What claims?</b></p> <p>The presenter explained that the Wai claims to be settled as a part of this process were advertised in local and national newspapers, and all claims will be full and final once settled.</p> <p><b>Slide 16: Negotiation Structure: Decision-making and representation</b></p> <p>The presenter explained that the MTA will not be able to receive any negotiated Deed of Settlement rather a PSGE will need to be set up and ratified to receive any future Muaūpoko settlement.</p> <p>The presenter explained that the MTA will seek professional researchers to appoint to a Research Committee and will also seek researchers within Muaūpoko to appoint.</p> <p><b>Slide 20: Special Votes</b></p> <p>The presenter explained that iwi members could get special voting forms and registration forms from the MTA CEO, Steve Hirini and fill them in and place the forms in the ballot box at the hui, or send them to Electionz.</p> <p><b>Slide 22: Who decides</b></p> <p>The presenter explained that the MTA will look at how much support the MTA get, then set down with the Crown, and if both parties agree there is enough support, a draft Deed of Mandate will be advertised for submissions.</p>
<b>Questions and comments</b>	<p>Questions were called for after every slide of the PowerPoint presentation. Below is a summary of questions and comments:</p> <p><b>Q1: An attendee asked if historic Treaty claims include pre-1840 grievances. The attendee expressed concern that if pre-1840 grievances were not negotiated, the issue of whakapapa would not be looked into.</b></p> <p>A1: The presenter explained that Treaty claims are for post-1840 as that was when the Treaty of Waitangi was signed.</p> <p><b>Q2: An attendee questioned what the Muaūpoko claims boundaries are.</b></p> <p>A2: The presenter explained that the Muaūpoko Area of Interest would be spoken to in a later slide.</p> <p><b>Q3: An attendee asked why direct negotiations do not provide for acts or omissions other iwi made against Muaūpoko pre-1840.</b></p> <p>A3: The presenter explained that Treaty settlements are to settle grievances caused by the Crown, not grievances caused</p>

by other iwi.

**Comment:** An attendee commented that direct negotiations will allow the Crown to determine what Muaūpoko will receive as settlement. The attendee also commented that the Waitangi Tribunal process will allow for Muaūpoko to prove their whakapapa.

**Comment:** The presenter commented that direct negotiations are inevitable and it is up to Muaūpoko iwi members to decide which way they choose to go.

**Q4: An attendee asked what the MTA's objective was.**

A4: The presenter explained that the MTA are asking Muaūpoko iwi members whether or not they agree to the MTA's proposal and commented that the resolution being voted on will come at a later slide.

**Q5: An attendee questioned why Wai claimants do not have a say as Wai claimants. The attendee commented that the research they had done would be lost if the MTA go to direct negotiations with the Crown. The attendee also commented that they could accept what the MTA are doing if they communicated with him more.**

**The attendee commented that Muaūpoko Wai claimants and the MTA will need to come together at some point in the process, to move forward.**

A5: The presenter explained that all Muaūpoko Wai claims will be settled if the MTA are mandated to enter into direct negotiations with the Crown.

The presenter explained that the MTA will need people's research and researchers. The presenter also explained that all Muaūpoko iwi members have been affected by Crown breaches and are entitled to settle those grievances and explained that the best way forward is together.

**Q6: An attendee questioned what Muaūpoko was worth in direct negotiations with the Crown.**

A6: The presenter explained that he honestly was not sure. The presenter explained that the Crown has a formula to decide iwi's settlement packages, which include but is not limited to, considering an iwi's grievances, land lost and how many people are in the iwi.

**Q7: An attendee asked the presenter which iwi has been the most profitable through Treaty settlements in his experience. The attendee also asked if Muaūpoko would receive more in settlement if they waited longer.**

A7: The presenter explained that all Treaty settlements are different. Therefore all Treaty settlement packages are different.

**Comment:** An attendee commented that assets received from settlement could be worth more than a dollar figure received.

**Comment:** The presenter commented that the MTA will set up

a Post-Settlement Governance Entity (PSGE) to receive a Muaūpoko settlement. The presenter also explained that the PSGE would need to be approved by Muaūpoko iwi members.

**Comment:** An attendee expressed concern that the MTA might over promise and under deliver.

**Q8: An attendee asked how the voting for the mandate process will be monitored.**

A8: The presenter explained that the MTA had contracted Electionz to oversee the voting process and will explain further in a later slide.

**Comment:** An attendee commented that Muaūpoko are victims of theft and Treaty settlements were set up because of theft. The attendee commented that they want people who will handle and manage the Muaūpoko negotiations in good faith and that no iwi member should be forgotten.

The presenter commented that there is too much raruraru within Muaūpoko.

The attendee wanted assurance that Muaūpoko iwi members would reap the benefits of any settlement negotiated.

**Comment:** The presenter explained that the MTA board members would be more than happy to talk to the attendee after the hui about how the MTA will endeavour to create a PSGE that will benefit all Muaūpoko iwi members.

**Comment:** An attendee commented that there had not been a kaunihera kaumātua hui since June 2012.

**Q9: An attendee questioned who the claimant group was that the MTA allude to in the mandate strategy. The attendee also questioned why Muaūpoko Wai claimants were not consulted during the MTA's process to seek a mandate.**

A9: The presenter explained that the claimant group that the MTA are talking about is Muaūpoko. The presenter also explained that the MTA are consulting the iwi during this process by informing Muaūpoko iwi members and asking the iwi to vote on the MTA's proposal.

The presenter also explained that all Muaūpoko iwi members have been affected by Crown breaches and are entitled to settle those grievances and the MTA is hoping to provide that opportunity.

**Comment:** An attendee commented that the divide in Muaūpoko is a big problem.

**Comment:** The presenter explained that there are trust issues within Muaūpoko and explained that he was not sure how to best resolve those issues. The presenter explained that the MTA are providing information to Muaūpoko and providing an opportunity to have a say, through a vote.

The presenter also commented that it would be good for the two fractions that exist within Muaūpoko to meet and discuss

some issues.

**Q10: An attendee explained that they have a Wai claim and have a right with it under Article two of the Treaty of Waitangi. The attendee questioned if the process undertaken by the MTA was 'divide and conquer'.**

A10: The presenter asked if the attendees Wai claim was filed on behalf of only them.

**Q10a: The attendee explained that it was on behalf of Muaūpoko.**

A10a: The presenter explained that all Muaūpoko iwi members have been affected by Crown breaches and are entitled to have the opportunity to settle those grievances.

**Comment:** An attendee expressed concern that the Crown as well as the MTA are against Muaūpoko. The attendee commented that it is sad that the Crown can use iwi against iwi.

The attendee also commented that they are worried that Muaūpoko will be recorded as slaves if Muaūpoko go through direct negotiations.

**Q11: An attendee asked if some claims sit with other iwi.**

A11: The presenter explained that the settlement of Muaūpoko will be of Wai claims as far as they relate to Muaūpoko.

**Comment:** An attendee commented that they were the registered claimant for Wai 1491. The attendee attempted to discourage the hui from agreeing to go through direct negotiations. The attendee began to call for questions from attendees and disrupted the hui.

**Comment:** The presenter asked that the attendee not present a parallel presentation.

The presenter called a five minute break at 1.12pm due to internal rāruraru between attendees.

The hui resumed at 1:18pm

**Q12: An attendee questioned the claimant definition in the MTA's mandate strategy and asked why historic hapū had been added.**

A12: The presenter explained that submissions to the MTA's draft mandate strategy had said the MTA's claimant definition was too broad. Subsequently, the MTA to undertake some research on the claimant definition and added two tūpuna who are more closely aligned with Muaūpoko and seven historical hapū.

The hui was interrupted by an attendee videoing.

The presenter asked the attendee to stop videoing the hui. The hui became heated and a five minute break was called for at 1:25pm.

**Comment:** An attendee commented that there should have been a hui ā-iwi to discuss the historic hapū included in the



	<p>claimant definition. The attendee also commented that they opposed direct negotiations.</p> <p><b>Q13: An attendee asked what right the MTA have to use their Wai claim. The attendee said their claim is theirs, and cannot be used without their approval.</b></p> <p>A13: The presenter explained that the Wai claims in the MTA's mandate strategy are the Wai claims identified as being claims that relate to Muaūpoko historic grievances caused by the Crown. The presenter also explained that all Muaūpoko iwi members have been affected by Crown breaches and are entitled to settle those grievances.</p> <p><b>Q14: An attendee commented that they were undecided about how to vote on the MTA's proposal and asked what would happen if the MTA did not receive enough support.</b></p> <p>A14: The presenter explained that the MTA board will not move forward unless they believe they have sufficient support from Muaūpoko iwi members.</p> <p><b>Comment:</b> An attendee commented that they want a mandated entity that is sincere and representative of Muaūpoko.</p> <p><b>Comment:</b> The presenter explained that trust is hard to earn and keep, and explained that the mandate hui were a step in engaging the iwi and having meaningful kōrero.</p> <p>The presenter also explained that all eligible Muaūpoko iwi members have a right to vote on the proposal and the MTA have tried to provide that opportunity as best they can.</p> <p><b>Comment:</b> An attendee thanked the presenter for clarifying some issues in his presentation.</p> <p><b>Q15: An attendee asked what the threshold would be to stop the mandate process undertaken by the MTA.</b></p> <p>A15: The presenter explained that the MTA provided Muaūpoko iwi members with information to make an informed decision and explained that it is up to people to vote how they see fit. The presenter explained that the Crown want to see sufficient support from Muaūpoko iwi members and if the MTA do not receive sufficient support the resolution will not be passed.</p> <p>The presenter also explained that if the MTA receive enough support, the MTA will advertise a draft Deed of Mandate for submissions, to give people another opportunity to have a say.</p>
<b>Resolution(s)</b>	<p>We are asking all eligible Muaūpoko iwi members, aged 18 and over, to vote on the following resolution:</p> <ul style="list-style-type: none"> <li>• <i>"That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims."</i></li> </ul>
<b>Voting process</b>	It was explained that voting could be done in a number of

	<p>ways:</p> <ul style="list-style-type: none"> <li>• in person at the various ratification hui</li> <li>• post</li> <li>• online</li> </ul> <p>Voting opened 19 November 2012 and Closes 16 December 2012.</p>
<b>Voting result</b>	The result will be announced after voting closes
<b>Other comments</b>	<ul style="list-style-type: none"> <li>• The Observer's role at the hui was explained accurately.</li> <li>• The hui was conducted in an open and transparent manner.</li> <li>• Hui attendees had the opportunity to ask questions and questions were answered.</li> <li>• An attendance register was circulated around the hui.</li> <li>• The presenter gave a mihi to Legal Counsel for Muaūpoko Wai claimants that were present.</li> <li>• Te Puni Kōkiri collected votes from the sealed ballot box at the hui.</li> <li>• Te Puni Kōkiri collected votes from the sealed ballot box at the hui.</li> </ul>

Muaūpoko Tribal Authority mandate hui observer report

<b>Iwi</b>	Muaūpoko		
<b>Location</b>	Te Puni Kōkiri 143 Lambton Quay, Wellington		
<b>Date</b>	Sunday, 9 December 2012		
<b>Start time</b>	~5.00pm	<b>Finish time</b>	~6:20pm
<b>Chair</b>	N/A		
<b>Observer(s)</b>	Michael Hollis (Te Puni Kōkiri, Policy)		
<b>Presenter(s)</b>	Mark Moses (Muaūpoko Tribal Authority, Project Manager)		
<b>Attendance</b>	<p>Total of <b>~16 people*</b>, including <b>2 TPK observers</b></p> <p><i>*people were arriving and leaving throughout the hui, so this is an approximate number.</i></p>		
<b>Purpose</b>	<ul style="list-style-type: none"> <li>• For the Muaūpoko Tribal Authority (MTA) to present its mandate proposal; and</li> <li>• To explain the vote to be taken on whether to accept or reject the mandate proposal.</li> </ul>		
<b>Agenda</b>	<ul style="list-style-type: none"> <li>• Karakia</li> <li>• Mihimihi</li> <li>• Hākari whakanoa</li> <li>• Presentation / Question &amp; Answers</li> </ul>		

	<ul style="list-style-type: none"> <li>• Karakia whakamutunga</li> </ul>
<b>Presentation</b>	<p>Presentation notes:</p> <p>Mark Moses explained the house rules for the hui:</p> <ul style="list-style-type: none"> <li>▪ no videoing of the hui;</li> <li>▪ no parallel presentations, as the Muaūpoko Tribal Authority wish to present their proposal to the hui; and</li> <li>▪ hui attendees could ask questions after each PowerPoint slide, as long as questions were relevant to the kaupapa.</li> </ul> <p>Mark Moses provided a PowerPoint presentation to the hui which was followed by hui attendees. Additional comments to the slides are recorded under the corresponding slide title:</p> <p><b>Slide 4: What is a Treaty Settlement?</b></p> <p>The presenter explained that the Crown like to deal with Large Natural Groups and not whānau or individuals when settling historic Treaty of Waitangi claims, whether registered or not.</p> <p>The presenter explained that settlement of historic Treaty of Waitangi claims is for Crown actions, or breaches against iwi before 21 September 1992 and not for iwi to settle any grievances with other iwi.</p> <p><b>Slide 5: Pathways to Settlement</b></p> <p>The presenter explained the two different pathways Muaūpoko could go to settle their historic Treaty of Waitangi claims. The presenter noted that Muaūpoko could go through the Waitangi Tribunal process and move to Direct Negotiations at any stage, the presenter also noted that Direct Negotiations could provide an opportunity for Muaūpoko to have their story told, if both fractions could agree on a way this could happen.</p> <p>The presenter explained that only Māori can file claims and companies cannot. The presenter explained that the Waitangi Tribunal process requires Wai claims to be clustered for the Tribunal to inquire into the claims and report on findings that come from those inquiries and subsequent hearings. The presenter also explained that the Crown requires a mandated entity from a recognised Large Natural Group to enter into Direct Negotiations with the Crown.</p> <p>The presenter noted that if the MTA is the mandated entity for Muaūpoko to enter into Direct negotiations with the Crown, they will not receive any settlement negotiated. The presenter noted that a Post-Settlement Governance Entity, which is usually a Trust, would need to be set up and ratified by Muaūpoko iwi members, to receive and manage any settlement negotiated by Muaūpoko.</p> <p><b>Slide 9: MTA Pathway to Settlement</b></p> <p>The presenter explained that the draft Mandate Strategy submitted to the Crown by the MTA in June 2012 set out the MTA's proposed process for acquiring a Mandate from Muaūpoko iwi members. The presenter noted that part of the Mandate strategy was to have mandate hui and vote on</p>

whether or not to mandate the MTA.

**Slide 10: MTA Mandate Pathway to Settlement**

The presenter explained that the purpose of the 16 December 2012 Special General Meeting was to have a vote on the MTA proposal.

**Slide 11: MTA Mandate Pathway to Settlement**

The presenter explained that the MTA is using Electionz.com to be the independent returning company for the voting for the mandate process. The presenter explained that the results from the mandate process will be made known once the MTA knows.

The presenter noted that the MTA will submit a Deed of Mandate (DoM) to the Crown, pending the result of votes and the Crown and MTA will make a decision based on levels of support whether or not to advertise the draft DOM for submissions. The presenter also noted that iwi members will have the ability to have an input to the Deed of Mandate through submissions.

**Slide 12: Who would be covered by the mandate?**

The presenter explained that in light of submissions regarding the claimant definition in the MTA's draft Mandate Strategy being too broad, the MTA undertook some mahi with the help of an independent historian to refine the claimant definition.

**Slide 13: What claims?**

The presenter explained that the Wai claims to be settled as a part of this process were advertised in local and national Newspapers, and all claims will be full and final once settled.

**Slide 15: Area of Interest**

The presenter explained that after research had been undertaken the Area of Interest has the potential to be refined.

**Slide 16: Negotiation Structure: Decision-making and representation**

The presenter explained that the MTA will not be able to sign any negotiated Deed of Settlement rather a PSGE will need to be set up and ratified to receive any future Muaūpoko settlement.

The presenter explained that the MTA will seek professional researchers for a Research committee and will also seek researchers within Muaūpoko.

**Slide 20: Special Votes**

The presenter explained that iwi members could get special voting forms and registration forms from the MTA CEO, Steve Hirini and fill them in and place the forms in the ballot box at the hui, or send them to Electionz.

**Slide 22: Who decides**

The presenter explained that the MTA will look at how much

	support the MTA get, then set down with the Crown, and if both parties agree there is enough support, a draft Deed of Mandate will be advertised for submissions.
Questions and comments	<p>Questions were called for after every slide of the PowerPoint presentation. Below is a summary of questions and comments:</p> <p><b>Q1: An attendee asked if whānau members in Australia have the ability to vote.</b></p> <p>A1: The presenter explained that they whānau members overseas can call Electionz and have the information forwarded to them via internet and they will have the ability to vote online.</p> <p><b>Q2: An attendee asked if the presentation will be available online.</b></p> <p>A2: The presenter explained that the presentation will be put on the Muaūpoko website following the hui.</p>
Resolution(s)	<p>We are asking all eligible Muaūpoko iwi members, aged 18 and over, to vote on the following resolution:</p> <ul style="list-style-type: none"> <li>• <i>"That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims."</i></li> </ul>
Voting process	<p>It was explained that voting could be done in a number of ways:</p> <ul style="list-style-type: none"> <li>• in person at the various ratification hui</li> <li>• post</li> <li>• online</li> </ul> <p>Voting opened 19 November 2012 and Closes 16 December 2012.</p>
Voting result	The result will be announced after voting closes
Other comments	<ul style="list-style-type: none"> <li>• The Observer's role at the hui was explained accurately.</li> <li>• The hui was conducted in an open and transparent manner.</li> <li>• Hui attendees had the opportunity to ask questions and questions were answered.</li> <li>• An attendance register was circulated around the hui.</li> <li>• Te Puni Kōkiri was available to collect votes from the sealed ballot box at the hui.</li> </ul>

## **Muaūpoko Tribal Authority**

### **Mandate Ratification for Treaty Settlement Claims**



The Crown has recognised Muaūpoko as a large natural group. The Muaūpoko Tribal Authority (MTA) is the entity seeking a mandate to represent Muaūpoko in Direct Negotiations for Treaty Settlements with the Crown. The mandate sought is to negotiate a comprehensive settlement of all of the historical claims of Muaūpoko whether registered or unregistered relating to Crown actions and omissions that occurred prior to 21 September 1992. This will include all Wai numbers in relation to Muaūpoko: Wai 52, 108, 237, 493, 623, 624, 770, 1490, 1491, 1621, 1622, 1629, 1631, 2045, 2046, 2048, 2050, 2051, 2052, 2053, 2054, 2056, 2093, 2139, 2140, 2173, 2175, 2284, 2306, 2326.

For the purposes of the mandate being sought by the MTA, Muaūpoko is defined as the [descendants of Tara who also affiliate to one of the following hapū: Ngāti Te Ao, Ngārue, Ngāti Hine, Ngāti Pāriri, ngāti Tamarangi, Ngāti Whanokirangi and Punahau]

Adult Muaūpoko Iwi Members will have the opportunity to vote on the Mandate from Friday 9 November 2012 to Sunday 9 December 2012 at 12 noon. There will be special votes for those who are not currently registered with the MTA or for those who do not wish to register with MTA but wish to vote. MTA will be using an independent election company, electionz.com Ltd. The mandate voting process will include postal votes, internet voting, voting at mandate information hui and a Special General Meeting.

**The resolution put to the vote will be that: The Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims.**

Mandate Information hui will be held on:

Date	Time	Venue
Saturday, 1 December 2012	11 am	Angus Hotel, 507 Railway Rd, Hastings
Saturday, 1 December 2012	5 pm	Kingsgate Hotel, 110 Fitzherbert Ave, Palmerston North
Sunday, 2 December 2012	11 am	Kawiu Marae, 290 Kawiu Road, Levin
Sunday, 2 December 2012	5 pm	Te Puni Kōkiri House, 143 Lambton Quay, Wellington

A Special General Meeting will be held on Sunday 9 December 2012 at Kohuturoa Marae, Hokio Beach Road, Levin, between 10am and 12pm, for those who wish to vote in person.

For more information contact Steve at MTA, ph (06) 367 3311 or email [treatyinfo@muaupoko.iwi.nz](mailto:treatyinfo@muaupoko.iwi.nz)



# ***Muaūpoko Tribal Authority Inc.***

## ***Private Notification Letter***



123456

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*Tararua tu ki te rangi*

*Horowhenua e hora ake*

*E rere te wai o Punahau ki Hōkio*

*Ki ngā tai o Te Moana a Maui*

*Nau mai e ngā whanau, e ngā hapū*

*Whakahono, kia tu kaha Muaūpoko*

Tena Koe

Ka nui te mihi ki a koe i roto i te kaupapa nui nei o te iwi

In June 2012, the Muaūpoko Tribal Authority (MTA) submitted a draft mandate strategy to the Crown detailing their proposed mandate process to gain a Crown-recognised mandate to represent Muaūpoko in negotiations with the Crown for the comprehensive settlement of the historical Treaty of Waitangi claims of Muaūpoko. The MTA mandate strategy was endorsed by the Crown on 19 October 2012.

MTA is now seeking a Crown-recognised mandate to represent Muaūpoko in Direct Negotiation for Treaty settlements with the Crown. The mandate sought is to negotiate a comprehensive settlement of all of the historical claims of Muaūpoko whether registered or unregistered relating to Crown actions and omissions that occurred prior to 21 September 1992. This includes the following claims, as far as they relate to Muaūpoko: Wai 52, 108, 237, 493, 623, 624, 770, 1490, 1491, 1621, 1622, 1629, 1631, 2045, 2046, 2048, 2050, 2051, 2052, 2053, 2054, 2056, 2093, 2139, 2140, 2173, 2175, 2284, 2306, 2326.

Mandating is the process by which the claimant group chooses representatives and gives them the authority to enter into discussions and agreements with the Crown on their behalf, for negotiations. To note, no mandate has been approved yet – the voting process and evidence submitted will be considered in the form of a Deed of Mandate by the Crown.

**Adult Muaūpoko Iwi Members** will have the opportunity to vote on the Mandate from **Monday 19 November to 12 noon Sunday 16 December 2012**. MTA will be using an independent election company, electionz.com. The mandate voting process will include postal votes, internet voting, voting at mandate information hui and a Special General Meeting. At this Special General Meeting there will be only one Agenda Item: to vote on the resolution. There will be special votes for those who are not currently registered with the MTA or for those who do not wish to register with MTA but wish to vote. If you do not receive a voting pack please contact the Returning Officer on 0508 666 557.

**The resolution put to the vote will be that:**

***The Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims.***

Mandate Information hui will be held by the MTA to inform Muaūpoko members of the mandate process and the Treaty settlement process in general. The hui will also provide iwi members with an opportunity to ask questions to make an informed decision when casting a vote on whether or not to mandate the MTA. I have enclosed information which will be provided at the information hui.



**Mandate Information hui will be held on:**

Date	Time	Venue
Saturday, 8 December 2012	11 am	Angus Hotel, 507 Railway Rd, Hastings
Saturday, 8 December 2012	5 pm	Kingsgate Hotel Palmerston North, 110 Fitzherbert Ave, Palmerston North
Sunday, 9 December 2012	11 am	Kawiu Marae, 290 Kawiu Road, Levin
Sunday, 9 December 2012	5 pm	Te Puni Kōkiri House, 143 Lambton Quay, Wellington

These hui will present information on the mandate being sought by the MTA and will provide an opportunity for iwi members to register with MTA and/or vote on the MTA mandate proposal.

A Special General Meeting will be held on Sunday 16 December 2012 at Kohuturoa Marae, Hokio Beach Road, Levin, between 10 am and 12 noon, for those who wish to vote in person.

We encourage you and your whānau to participate in deciding this important kaupapa.

No reira, noho ora mai i roto ngā āhuetanga e pa mai nei.

Nāku noa nā



Brenton Tukapua  
Chairperson  
Muaūpoko Tribal Authority

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# Muaūpoko Mandate

Information Hui Presentation



# Purpose & Overview

The purpose of the Information Hui is:

- for the Muaūpoko Tribal Authority (MTA) to present its mandate proposal; and
- To explain the vote to be taken on whether to accept or reject the mandate proposal

## Overview of Presentation

- Crown's Treaty settlement process
- MTA mandate proposal
- Madate Voting process

# The Crowns Treaty Settlement Process

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# 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 and commercial redress
- Accept that settlement is fair and final and settles all the historical claims (whether lodged at the Waitangi 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

# Pathways to Settlement

## Waitangi Tribunal

### Step 1

File claims

### Step 2

Preparation of claims

### Step 3

Hearings

### Step 4

Report

## Direct Negotiations

### Step 1

Preparing claims for Negotiations

### Step 2

Pre-negotiations

### Step 3

Negotiations

### Step 4

Ratification of settlement

### Step 5

Implementation of settlement



# 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 mandated body 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



# MTA Mandate Proposal

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# MTA Mandate proposal

The MTA is seeking a mandate from the Muaūpoko claimant community, to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty of Waitangi claims of Muaūpoko.

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# MTA Pathway to Settlement

- 2009: Iwi discussions on pathways to settlement began
- 2010: The Crown recognised Muaūpoko as a Large Natural Group for the purpose of Treaty settlement negotiations in 2010.
- 2012, June: MTA draft Mandate Strategy consultations
- 2012, 18 October: OTS and TPK approved the MTA mandate strategy. The Crown has asked MTA to confirm its mandate through consultation with membership
- 2012, 19 November: Mandate Vote process

# MTA Mandate

## Pathway to Settlement

Publicly advertised between 15 November  
Voting period begins Monday 19 November



Information hui;  
8 December - Hastings, Palmerston North  
9 December - Levin, Wellington



Special General Meeting at Kohuturo Marae and  
Voting closes 12 noon Sunday 16 December

# MTA Mandate

## Pathway to Settlement

Results of voting made known and  
Draft Deed of Mandate publicly advertised

Submission period on draft Deed of Mandate 21  
December 2012 to 1 February 2013

Consideration and response to submissions  
Crown makes decision

# Who would be covered by the mandate?

Claimant Definition Page 3 of Pathway to Settlement

- The MTA will be negotiating on behalf of all of Muaūpoko
- For the purposes of the mandate being sought by the MTA, Muaūpoko is defined as the descendants of Tara, Tuteremoana and Tupatunui who also affiliate to one of the following hapū: Ngāti Te Ao, Ngārue, Ngāti Hine, Ngāti Pāriri, Ngāti Tamarangi, Ngāti Whanokirangi and Punahau.
- This mandate also covers the following historical hapū as far as they relate to Muaūpoko; Ngāti Tairatu, Ngāti Kuratuauru, Ngāti Rongopatahi, Ngāti Te Riunga, NgātiPuri, Ngāti Akahu and Ngāti Rangi.

# What claims?

Page 3 of Pathway to Settlement

- The mandate being sought is to negotiate a comprehensive settlement of all historical claims of Muaūpoko, whether registered or unregistered, relating to Crown actions and omissions that occurred prior to 21 September 1992.
- This will include all Wai numbers in relation to Muaūpoko. These include the following claims, as far as they relate to Muaūpoko: Wai 52, 108, 237, 493, 623, 624, 770, 1490, 1491, 1621, 1622, 1629, 1631, 2045, 2046, 2048, 2050, 2051, 2052, 2053, 2054, 2056, 2093, 2139, 2140, 2173, 2175, 2284, 2306, 2326.
- Claims are negotiated for full and final settlement



# What area will be covered by the negotiations?

Page 3 of Pathway to Settlement

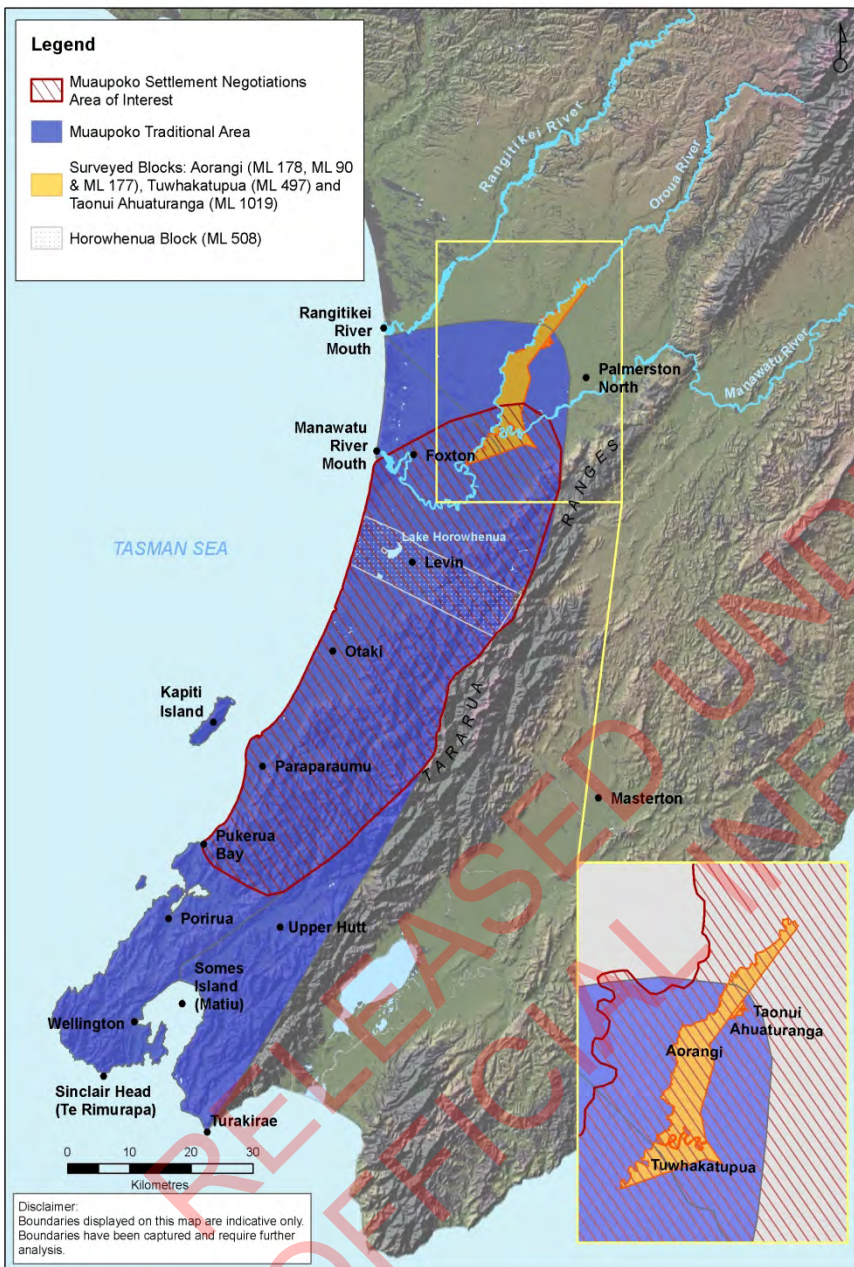
- The area to be covered by the claims must be identified. This is known as “the Area of Interest”.
- The Muaūpoko Traditional Area of Interest is currently described as being; “Bounded by the Tararua Ranges in the east and the Tasman Sea in the west, from Sinclair Head in the south to the Rangitikei River in the North.”

# Area of Interest

## Page 3 of Pathway to Settlement

For Treaty Settlement purposes the Muaūpoko area of interest is from;

Pukerua Bay in the south, to the Manawatū River Catchment in the North, bordered by the Tararua Ranges in the east and the Tasman sea in the West, including Kāpiti Island.



# Negotiation Structure: Decision-making and representation

Page 3 Pathways to Settlement

- **Governance** (MTA Board); Will sign off on all important documents.
- **Muaūpoko** Iwi will be required to approve the Deed of Settlement and PSGE through a formal ratification process.

## Working Groups

- **Claims Committee**; The Claims Committee will be a subcommittee of and include representation of MTA, Hapū, Registered Waitangi Tribunal Claimants, Hokio A Trust, Lake Horowhenua Trust, and Kaunihera Kaumātua.
- **Research Group**; a focus group of researchers headed by a professional historian/researcher.
- **Negotiators**; will be appointed and given general direction and guidance by the MTA and will report back throughout negotiations.
- **Advisors**; The MTA will utilise a number of advisors where appropriate and when required.

# Negotiation Structure: Accountability

page 3 Pathway to Settlement

- Accountability:
  - MTA is ultimately responsible
  - It will report to Muaupoko through AGM, marae meetings, pānui, etc
  - Ability for Muaupoko to have an input into decisions
  - Negotiating team will report monthly to MTA monthly and as required
  - If there are disputes these will be managed through the MTA disputes resolution process as set out in its Rules of Incorporation



# Mandate Voting Process

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# Who can vote?

Page 4 Pathway to Settlement

- All eligible Adult members of **Muaūpoko** as described in the claimant definition, and registered **Adults** aged **18 years and over on 16/12/2012**, can vote on the mandate being sought.
- Those already registered with MTA or registered to vote as Muaūpoko will be put on this role.
- If you are unsure if you are registered please contact MTA or ElectionNZ.
- If you are not currently registered, you can choose to register to vote on the mandate, this will be a special vote.
- You do not have to register with the MTA to on the proposed mandate.

# Special Votes

Page 4 Pathway to Settlement

**Voters must complete a special voting form and return to ElectionNZ if they:**

- register on the Muaūpoko member database during the voting period but before the closing date of voting
- did not receive their voting pack in the mail
- do not have their voting paper they received in the mail but want to cast their vote at the mandate hui

Special votes must be received on or before the last day of voting, 16/12/2012; and

The registration form will be subject to verification by the whakapapa committee



# How to Vote

Page 4 Pathway to Settlement

- The voting period is from 19/11/2012 to 16/12/2012
- You will receive a voting pack in the mail, or email.
- Registered adult Muaūpoko members (18 years or older on Sunday 16 December 2012) can vote by:
  - Postal voting using the prepaid return envelopes;
  - Online voting using a unique identifier; and
  - Voting by using ballot boxes at mandate Information Hui, and the Special General Meeting

Voting results will be published on 21/12/12

# Who decides

- You will be notified of the results of the mandate vote 21/12/12, by pānui and on the MTA website, [www.muaupoko.iwi.nz](http://www.muaupoko.iwi.nz)
- Once the process is completed, the MTA will submit a Deed of Mandate to the Crown
- There will be a period for people to make submissions on the Deed of Mandate
- The Crown will decide if the mandate is acceptable to enter into direct Negotiations
- Once a decision is made we will notify everyone
- Sign Deed of Mandate with the Crown

# What is the Mandate Resolution we are voting on

Page 4 Pathway to Settlement

We are asking all eligible Muaūpoko iwi members, aged 18 and over, to vote on the following resolution:

***“That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims.”***

# Important Information

- Mandate is for direct negotiations only
- Must be Registered to vote
- Voting period between 19/11/2012 to 16/12/2012
- You can only get voting packs from ElectionNZ;
- There will be a period after the vote for submissions on the Deed of Mandate
- The Crown will recognise the mandate if there is sufficient support from the Muaūpoko claimant community



## Muaūpoko Tribal Authority Inc.

### 2012 MANDATE VOTING PAPER

That the Muaūpoko Tribal Authority be the Mandated Entity to enter into direct negotiations for the settlement of Historical (pre 1992) Treaty claims with the Crown for Muaūpoko.



You can vote in **ONE** of the following three ways: **e-Vote**, **Postal Vote** or **Ballot Box**

#### 1. e-Vote

Vote on [www.muaupoko.iwi.nz](http://www.muaupoko.iwi.nz)

Follow the link to the voting site. You will be asked to enter a PIN and password.

Your unique PIN and password are below.  
After voting, please destroy this voting paper.

**PIN** 123456

**Password** abcd

#### 2. Postal Vote

Follow the postal voting instructions below to post the completed voting paper back to the Returning Officer in the freepost envelope provided.

#### 3. Ballot Box

A collection will be made for completed voting papers at any of the Information Hui, details for which are listed below, or the Special General Meeting on Sunday 16 December 2012 at Kohuturoa Marae, Hokio Beach Road, Levin, between 10am and 12 noon.

For assistance or replacement papers phone the ELECTION HELPLINE:  
**0508 666 557**

Postal voting closes at:  
**12 noon Sunday 16 December 2012**

#### Postal Voting Instructions

##### Read Carefully Before Voting

- 1 Please read the Explanatory Note and attached papers.
- 2 Tick one of the circles indicating if you AGREE or DISAGREE with the resolution.
- 3 After voting, detach the voting paper along the indicated perforation and place the bottom portion in the supplied freepost envelope, seal it and post to the Returning Officer.
- 4 All voting papers must be in the hands of the Returning Officer **no later than 12 noon Sunday 16 December 2012**.

#### Information Hui

Date	Time	Venue
Saturday, 8 December 2012	11am	Angus Hotel, 507 Railway Rd, Hastings
Saturday, 8 December 2012	5pm	Kingsgate Hotel Palmerston North, 110 Fitzherbert Ave, Palmerston North
Sunday, 9 December 2012	11am	Kawiu Marae, 290 Kawiu Road, Levin
Sunday, 9 December 2012	5pm	Te Puni Kōkiri House, 143 Lambton Quay, Wellington



DETACH HERE

Please detach this document along the perforated line indicated and insert the bottom portion into the 'freepost' envelope provided.

DETACH HERE



## Muaūpoko Tribal Authority Inc.

### 2012 MANDATE VOTING PAPER

That the Muaūpoko Tribal Authority be the Mandated Entity to enter into direct negotiations for the settlement of Historical (pre 1992) Treaty claims with the Crown for Muaūpoko.

Only choose one option.  
Place a "✓" neatly in one circle.

#### Resolution

That:

The Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims.

I AGREE



I DISAGREE



All voting papers will be treated in strict confidence. Ninety days after the close of voting all voting papers will be destroyed.





# Pathway to Settlement

## Muaūpoko Tribal Authority (MTA) proposed mandate

Muaūpoko Tribal Authority (MTA) is seeking a mandate from the Muaūpoko claimant community to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty of Waitangi claims of Muaūpoko. MTA seek to secure a settlement for all Muaūpoko that:

- Addresses all grievances - with appropriate apologies, acknowledgements and redress;
- Is fair and durable;
- Is within a set timeframe; and
- Provides a basis for iwi development.

## Who is Muaūpoko Tribal Authority (MTA)

MTA was established in 1997 and is an Incorporated Society. Its main purpose is to protect Muaūpoko identity, assets and to build a stronger economic, social and cultural base for the Muaūpoko people. MTA is the parent organisation for Muaūpoko Trading Company Ltd (MTC), Muaūpoko Community Services Ltd (MCS), and Muaūpoko Support Services. MTA is the sole 100% shareholder of these three subsidiary legal entities. Each of these companies has their own company constitution pursuant to the Companies Act 1993.

MTA has been the recognised representative organisation for Muaūpoko for many years by crown, councils and community as an “iwi authority” for the purposes of the Resource Management Act 1991, Recognised Iwi Organisation (RIO) in the Maori Fisheries Settlement Act 2004, provider of whānau ora and other services.

Hapū	MTA Board Representative
Ngāti Hine	Brenton Tukapua (Chairperson)
	Peter Tuatara
Punahau	Marokopa Wiremu Matakātea
	Robert Warrington
Ngāi Te Ao	Sillena McGregor
	Frances Matehaere
	Perry Warren
Ngāi Te Ngarue	Milly Paea
	Pāiri Rautahi
	Kerehi Wī Warena (alternate)
Ngāti Pāiri	Ana Montgomery-Neutze
	Viona Hurinui
	Pristine Burke (alternate)
Muaūpoko Tamarangi	John Kenrick
Ngāti Whanokirangi	Nina Hori Te Pa-Wana

The Governance Board is made up of representatives of the seven recognised hapū of Muaūpoko, to represent the hapū and all of Muaūpoko. The current board was elected in 2011.

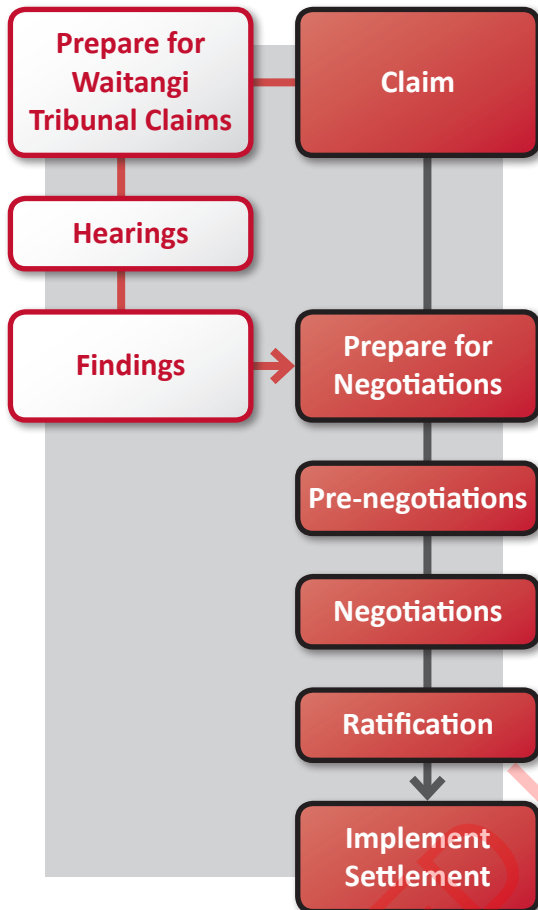
Each hapū may elect up to two hapū representatives; they must have at least one, and may have one alternate Board member. Elections are held every three years. The hapū may run their own elections, however if they choose or fail to do so, the MTA will run the elections. Board members serve a 3 year term and may be replaced or removed under certain circumstances, such as death. Retiring Board members are eligible for re-election.

**MTA maintain a Muaūpoko Iwi and MTA Membership roll.** This gives Muaūpoko Iwi members who do not wish to register with MTA the opportunity to receive private notices regarding voting, Fisheries, Treaty settlement etc. The Whakapapa Committee appointed under the MTA Rules of Incorporation, validate applications for membership. Each hapū representative Board Member(s) organise a Whakapapa Representative or Committee for their respective hapū.



## The Settlement Pathway

**Registered Claim:** Under the Treaty of Waitangi Act 1975, any Māori may make a claim to the Waitangi Tribunal. It is not necessary to have a mandate for making a claim. Claims need to be registered with the Waitangi Tribunal before the Tribunal can begin an inquiry or the Crown can begin negotiating with a claimant group. The crown wants all claims (registered Wai numbers) to be 'grouped clusters' for the Waitangi Tribunal process, and large natural groups for the direct negotiations process. At the end of the direct negotiations process these Wai numbers are settled.



Once a claim is registered, there are several ways to go through the settlement process and each has several key stages;

- Waitangi Tribunal and then direct negotiations or,
- If the crown is ready to negotiate you may go to direct negotiations, or
- A mixture of both where there may still be an opportunity for those who want to tell their story through the tribunal process.

### The Direct Negotiations Pathway; Getting a Mandate

Conferring a mandate happens when a claimant group gives a representative body the authority to enter into negotiations with the Crown on their behalf.

**The Crown negotiates Treaty settlements with Large Natural Groups:** The Minister for Treaty of Waitangi negotiations has recognised Muaūpoko as a Large Natural Group.

**The Crown negotiates comprehensive Treaty settlements.** This means all hapū and Wai claims are included in the mandate sought from Muaūpoko. To be recognised as a mandated body, MTA needs to:

- Provide a Claimant Definition;
- Be appropriately accountable to Muaūpoko; and
- Carry out an open and transparent process to seek a mandate.

#### Limits on the mandate:

- Only gives the mandated body 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.

## Negotiation Structure

**Governance (MTA Board);** Will sign off on all important documents (such as Deed of Mandate, Terms of Negotiation, Agreement in Principle, and a draft Deed of Settlement). The Muaūpoko claimant community will be required to approve the Deed of Settlement through a formal ratification process. MTA will present an initialled Deed of Settlement to Muaūpoko for their ratification, allowing all registered adult Muaūpoko to vote and decide. MTA will not receive settlement. A new Post Settlement Governance Entity (PSGE) will have to be created and ratified to receive Settlement.

**Claims Committee;** The Claims Committee will be a subcommittee of the MTA sitting inside the MTA's structure. The MTA intends that the claims committee will include representation of MTA, Hapū, Registered Waitangi Tribunal

Claimants, Hokio A Trust, Lake Horowhenua Trust, and Kaunihera Kaumātua. Appointments of representatives will be made in accordance with each group's established voting procedures. For hapū and Wai claimants, the MTA will run an open and transparent appointments process.

**Kaunihera Kaumātua;** provide advice such as matters of tikanga and whakapapa.

**Research Group;** a focus group of researchers headed by a professional historian/researcher, selected by the MTA in consultation with the Crown who is engaged to ensure a robust historical account can be established forming the basis of negotiations and settlement.

**Negotiators;** will be appointed to work through the detail of a Treaty settlement package with the nominated Crown



## Muaūpoko Area of Interest and Claimant Definition

### Muaūpoko Iwi Traditional Area and area of interest for Negotiations

The traditional area is bounded by the Tararua Ranges in the east and the Tasman Sea in the west, from Sinclair Head in the south to the Rangitikei River in the North.

The area of interest for Treaty Settlement is bounded by Pukerua Bay in the south and the Manawatu River Catchment in the North, bordered by the Tararua Ranges in the east and the Tasman sea in the West, including Kapiti Island.

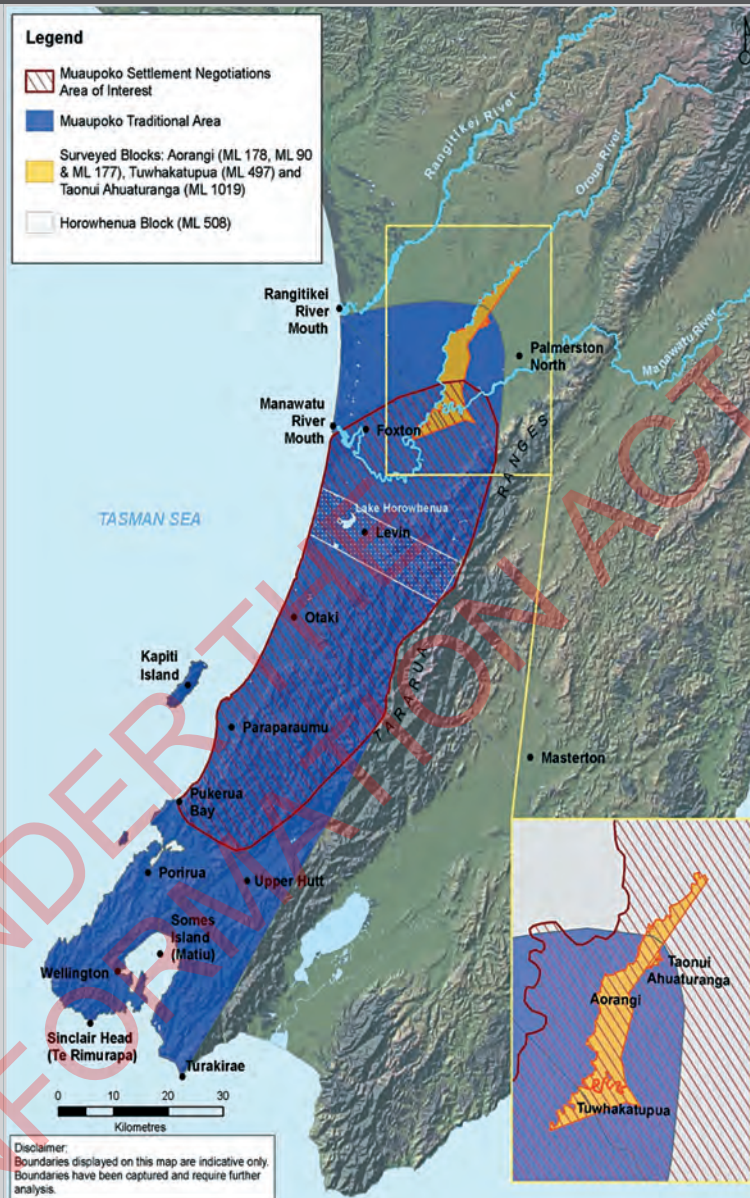
### Claimant Definition

For the purposes of the mandate being sought by the MTA, Muaūpoko is defined as the descendants of Tara, Tuteremoana and Tupatunui who also affiliate to one of the following hapū: Ngāti Te Ao, Ngārue, Ngāti Hine, Ngāti Pāiri, Ngāti Tamarangi, Ngāti Whanokirangi and Punahau.

This mandate also covers the following historical hapū as far as they relate to Muaūpoko; Ngāti Tairatu, Ngāti Kuratuauru, Ngāti Rongopatahi, Ngāti Te Riunga, Ngāti Puri, Ngāti Akahu and Ngāti Rangi.

### Muaupoko Wai Claims

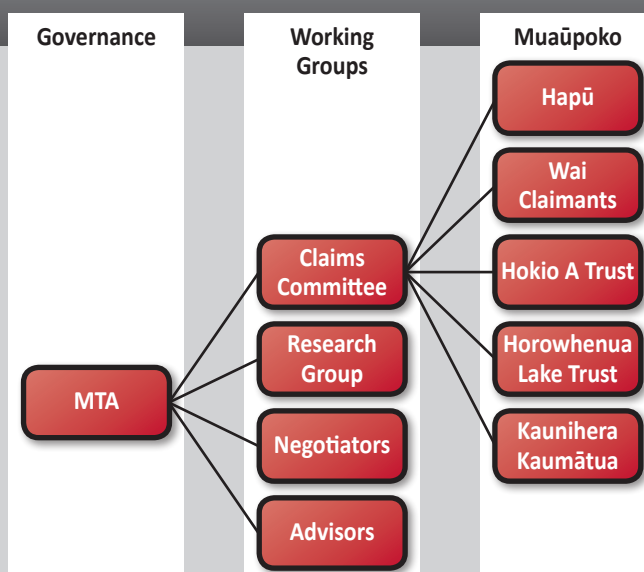
All historical claims of Muaūpoko whether registered or unregistered, relating to Crown actions and omissions that occurred prior to 21 September 1992, are included in the claimant definition. This includes the following claims, as far as they relate to Muaūpoko: Wai 52, 108, 237, 493, 623, 624, 770, 1490, 1491, 1621, 1622, 1629, 1631, 2045, 2046, 2048, 2050, 2051, 2052, 2053, 2054, 2056, 2093, 2139, 2140, 2173, 2175, 2284, 2306, 2326.



negotiators during the negotiation phase. The Negotiators will be given general direction and guidance by the MTA and will report back throughout negotiations.

**Advisors;** The MTA will utilise a number of advisors where appropriate and when required. The MTA will use its best endeavours to utilise internal staffing resources and capacity within hapū groups where appropriate. Of course, there will be an ongoing need for specialist advisors during the settlement process.

**Negotiation Structure: Accountability;** The MTA is ultimately responsible and there is the ability for Muaūpoko to have an input into decisions. MTA will report back to Muaūpoko at hui, AGM, through pānui and the MTA website. The Negotiating team will report monthly to MTA and as required.



## MTA Mandate Process

### What is the resolution we are voting on?

*That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims.*

### Who can vote?

- Adult Muaūpoko members (18 years or older on Sunday 16 December 2012).
- You need to register to vote.
- You can choose to register as Muaūpoko without becoming a member of MTA. You will still be able to vote on the proposed mandate.
- Those already registered with MTA or registered to vote as Muaūpoko do not need to re-register, they will be put on this role automatically and will receive a voting pack.
- If you are unsure if you are registered please contact MTA or electionz.com.
- If you are not currently registered, you can choose to register to vote, this will be a special vote.

### Voters must complete a special vote if they:

- Register on the database during the voting period, but before the closing date of voting.

- Did not receive their voting pack in the mail.
- Do not have their voting paper they received in the mail but want to cast their vote at the mandate hui.
- You will need to contact electionz.com to receive a registration form, voting pack and voting form in the mail, or email.
- Complete the registration form and return to electionz.com.
- Completed registration forms must be received by 12 noon Sunday 16 December 2012.
- The registration form will be subject to verification by the Whakapapa Committee.

If you have whānau who are not registered please contact:

The Returning Officer, electionz.com, on the election helpline 0508 666 557

Publically advertised 17 November  
Mandate Voting period begins 19 November

Information Hui  
8 December - Hastings & Palmerston North  
9 December - Levin and Wellington

Special General Meeting at 10 am at  
Kohuturoa Marae and Voting Closes Sunday  
16 December 12 noon

Late December 2012 propose to publically  
advertise Results of Voting and draft  
Deed of Mandate

Submission period on draft Deed of Mandate  
Late December 2012 to February 2013

Consideration and response to submissions  
Crown makes decision

## How to Vote?

- The voting period is from Monday 19 November 2012 to 12 noon Sunday 16 December 2012. You will receive a voting pack in the mail, or email.
- You can only vote once.
- Postal voting using the prepaid return envelopes; or
- Online voting using a unique identifier; or
- Voting by using ballot boxes at Mandate Information hui

Date	Time	Venue
Saturday, 8 December 2012	11 am	Angus Hotel, 507 Railway Rd, Hastings
Saturday, 8 December 2012	5 pm	Kingsgate Hotel Palmerston North, 110 Fitzherbert Ave, Palmerston North
Sunday, 9 December 2012	11 am	Kawiu Marae, 290 Kawiu Road, Levin
Sunday, 9 December 2012	5 pm	Te Puni Kōkiri House, 143 Lambton Quay, Wellington

Or at the Special General Meeting Sunday 16 December 2012 at Kohuturoa Marae, Hokio Beach Road, Levin, between 10am and 12noon.

**We are asking all eligible Muaūpoko iwi members, aged 18 and over, to vote on the following resolution:**

*"That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims."*

Information on the general settlement process, MTA Mandating Process, Constitution and Mandate Strategy can be found on;

- the Office of Treaty Settlements website [www.ots.govt.nz](http://www.ots.govt.nz),
- the Te Puni Kōkiri website [www.tpk.govt.nz](http://www.tpk.govt.nz),
- the Muaūpoko website [www.muaupoko.iwi.nz](http://www.muaupoko.iwi.nz)

### General settlement process:

- The Waitangi Tribunal (WT) [www.waitangi-tribunal.govt.nz](http://www.waitangi-tribunal.govt.nz)
- Crown Forestry Rental Trust (CFRT) [www.cfrt.org.nz](http://www.cfrt.org.nz)



# Angus Hotel, Hastings

None	Date	Name	Address	Phone
	08-12-12	Sillena McGregor	30 Hmemaq St, Levin	(mahi) 06-368 7780
	" " "	Kenehi W. Warena	11 Lancaster Street, Levin	021 1725508
	" " "	Joanne Hood	178 Avenue Road Rullu founjon wgh	06 363-7778
	"	Robert Warrington	"	"
	" " "	marekopa. warena-Makakaka	2. Kinross Street Taiteko	021 2460 732-
	" " "	Viona Hurimui	7 Norfolk Street, Levin	06 3670117
	08-12-12	Kevin Hill	11 Lancaster s' Levin	06 367-0965
	" "	Steve HIRNI	43 MAEWA RD, P672 Levin	021 651958
	" "	Interangi Apatu	30 Arthur Hobson Ave, Napier	029 650 0996 06 843-2991
	✓	Linda Thornton	152 Avaramu Rd RD3 Danvy	0211309972
	8/12/12	Robyn Zwaan	8 Adams Tee, Oro Valley, Wgh	021 401880
	11/11 "	William Ropiti	812 St Aubyn Street	
	11 " "	S Kendrick	PHARAKO K 140 R. FAUNGA	0 221862534
	" " "	Margaret Brough	34 Craig Avenue, Papanui	8797262
	8/12/12	Anapoe (Lilakire)	9 Miramar Rd Pak. Pak. Hastings	06-878633



ACT



# Kinggrade Hotel, Palmerston North.

Date	Name	Address	Phone	Date
8/12	Shirley Wilson	25 Langley Ave P.N	3561379	8/12
	Rosina Montegrani	32 Colombe Street P.N	3553237	Jan 1/12
	Tony Sinclair		0221361756	Tania
8/12	Linda Thornton	152 Ararimu Rd Dary	0211309972	
	Ragn Zwaan	8 Adams Tce, Wellington	021401880	9/12
				Kau
8/12	Dianne Procter	24 Dampier Av P/oth	06 3584458	Stu
8/12	Sylvia Lyons	164 Botanical Rd	06 3585556	Rob
9/12	Phil Tavek	P.O. Box 664 Levin	06 3673872	Ward
	Kekere Tavek	874 Hokio Beach		Keri
	Richard Nakuru	30 Muesepoke 57 Hokio Beach		Pete
	Bruce Wright	26 Bledisloe St Levin	0272027162	Tana
	W.S. Taven	434 Cheltenham Cross Rd	025116745	Greg
	Tanare Ika	Entre north	04105	GARY
	Margaret Taveki	10 Lincoln Place Levin	0211595168	Krik
	Samels <del>Waka</del> Tavek	5 Cass P/North	0210783295	Karel
	GARY Tavek			Pamira
	Lorinda Gaverol	93 Robinson Cres Pdm Nth	06 3564550	Tony



Phone	Date	Name	Address	Phone
561349	8/12	Jon Procter	654 Featherston St. P.N.	021634488
53237		V.V. Tavela	24 Parnua Rd, Levin	3680742
21361756		Tania McQueen	30 Hemen St, Levin	0221207057
309972				
01880	9/12	Kawin Mzee, Kawin Road	Levin @ 11a	
1584438		Steve Hivini	43 Parnua Rd, P.S. 12 Levin	(021)657958
3585556		Rob Warrington	-	3687778
3673872		Warokopa Wiremu Matkalo		
		Keri Hori Te Fon		02754455461
		Peter Parnua Suv		063689523
72022162		Tiana Kuru	30 Queen St Levin	02102332488
112745		Greg / HURIA	23 Twiti St Hokio	063679161
107		GARY TAVELA		
595168		Krij Stewart	60 Totara Tee, Miramar	0278563927
1783295		Kerehi W. Warena	91-11 Lancaster Street Levin	0214725508
		Pamela MacDonald	" " "	0227264262
4550		Tony Sudaor	Tony5@tehaakegaal.co.nz	

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hone	Date	Name	Address	Phone
401880	9/12	TPK Headoffice, Wellington	Spm	
309972	"	Steve Hivini	43 Paeoa Rd, RD12, Levin	021 677988
841982	"	Rob Warrington	—	363 7778
103 1178		marokapi. Nirene-Metakaia	3. Kinnross St. Taiboko	021 2460732
13686320		Kevin Hill	11 Lancaster St Levin	867 0965
		ANA MONTGOMERY-NEUTZE	19 KAIMANAWA ST, PARAPARAUMU	0220542672
187780		Silena McGregor	30 Hinemara St, Levin	86 368 7780 (mahi)
Wake		Willy Paea	P.O. Box 12008, Inner City, Palm North	
		Lania Macdonald	11 Lancaster St. Levin	022 7264262
		Kiehi W. Waiwera	1-11 Lancaster St, Levin	021 1725508
		Apearaa Waiwera	5 Makaruni St Parn	022 1378199
		Shangaea Waiwera	5 Makaruni St Parn	021 1803627
	Attended presentation left before presentation	Linda Thornton		
		Robyn Zwaan		

(5)





## **Muaupoko Tribal Authority**

### **2012 Deed of Mandate Ratification**

#### **DECLARATION OF RESULT**

The final result for the Deed of Mandate that closed at 12 noon on Sunday 16 December 2012 is:

#### **2012 Mandate**

That the Muaūpoko Tribal Authority be the Mandated Entity to enter into direct negotiations for the settlement of Historical (pre 1992) Treaty claims with the Crown for Muaūpoko.

#### **Votes Received**

I AGREE	340	(86.73%)
I DISAGREE	51	(13.01%)
INFORMAL	0	
BLANK VOTING PAPERS	1	(0.26%)

**The majority (being 86.73%) of those voting agreed with the Mandate.**

**I therefore declare that the Deed of Mandate is ACCEPTED.**

The voter return was 22.99%, being 392 votes received from 1,705 eligible voters, of which 84.69% voted by post or Hui and 15.31% voted on the internet.

Dated at Christchurch this 20<sup>th</sup> day of December 2012.

A handwritten signature in black ink, appearing to read 'Anthony Morton'.

**Anthony Morton**  
**Returning Officer - Muaupoko Tribal Authority Inc.**  
**0508 666 557**



## Information Hui Presentation

Muaūpoko Mandate

RELEASED UNDER THE OFFICIAL INFORMATION ACT



# Purpose & Overview

The purpose of the Information Hui is:

- for the Muaūpoko Tribal Authority (MTA) to present its mandate proposal; and
- To explain the vote to be taken on whether to accept or reject the mandate proposal

## Overview of Presentation

- Crown's Treaty settlement process
- MTA mandate proposal
- Mandate Voting process



# The Crowns Treaty Settlement Process

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OFFICIAL INFORMATION ACT

# 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 and commercial redress
- Accept that settlement is fair and final and settles all the historical claims (whether lodged at the Waitangi 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

# Pathways to Settlement

Waitangi  
Tribunal

**Step 1**

File claims

**Step 2**

Preparation of  
claims

**Step 3**

Hearings

**Step 4**

Report

Direct  
Negotiations

**Step 1**

Preparing claims  
for Negotiations

**Step 2**

Pre-negotiations

**Step 3**

Negotiations

**Step 4**

Ratification of  
settlement

**Step 5**

Implementation  
of settlement



# 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 mandated body 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

# MTA Mandate Proposal

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# MTA Mandate proposal

The MTA is seeking a mandate from the Muaūpoko claimant community, to enter into direct negotiations with the Crown on their behalf for the comprehensive settlement of the historical Treaty of Waitangi claims of Muaūpoko.



# MTA Pathway to Settlement

- 2009: Iwi discussions on pathways to settlement began
- 2010: The Crown recognised Muaūpoko as a Large Natural Group for the purpose of Treaty settlement negotiations.
- 2012, June: MTA draft Mandate Strategy consultations
- 2012, 18 October: OTS and TPK conditionally endorsed the MTA mandate strategy. The Crown has asked MTA to confirm its mandate through consultation with membership
- 2012, 19 November: Mandate Vote process

# MTA Mandate

## Pathway to Settlement

Publicly advertised between 15 November  
Voting period begins Monday 19 November

Information hui;  
8 December - Hastings, Palmerston North  
9 December - Levin, Wellington

Special General Meeting at Kohuturoa Marae  
and  
Voting closes 12 noon Sunday 16 December

# MTA Mandate

## Pathway to Settlement

Results of voting made known and  
Draft Deed of Mandate publicly advertised

Submission period on draft Deed of Mandate 21  
December 2012 to 1 February 2013

Consideration and response to submissions  
Crown makes decision



# Who would be covered by the mandate?

Claimant Definition Page 3 of Pathway to Settlement

- The MTA will be negotiating on behalf of Muaūpoko
- For the purposes of the mandate being sought by the MTA, Muaūpoko is defined as the descendants of Tara, Tuteremoana and Tupatunui who also affiliate to one of the following hapū: Ngāi Te Ao, Ngārue, Ngāti Hine, Ngāti Pāiri, Ngāti Tamarangi, Ngāti Whanokirangi and Punahau.
- This mandate also covers the following historical hapū as far as they relate to Muaūpoko: Ngāti Tairatu, Ngāti Kuratauru, Ngāti Rongopatahi, Ngāti Te Riunga, Ngāti Puri, Ngāti Akahu and Ngāti Rangī.

# What claims?

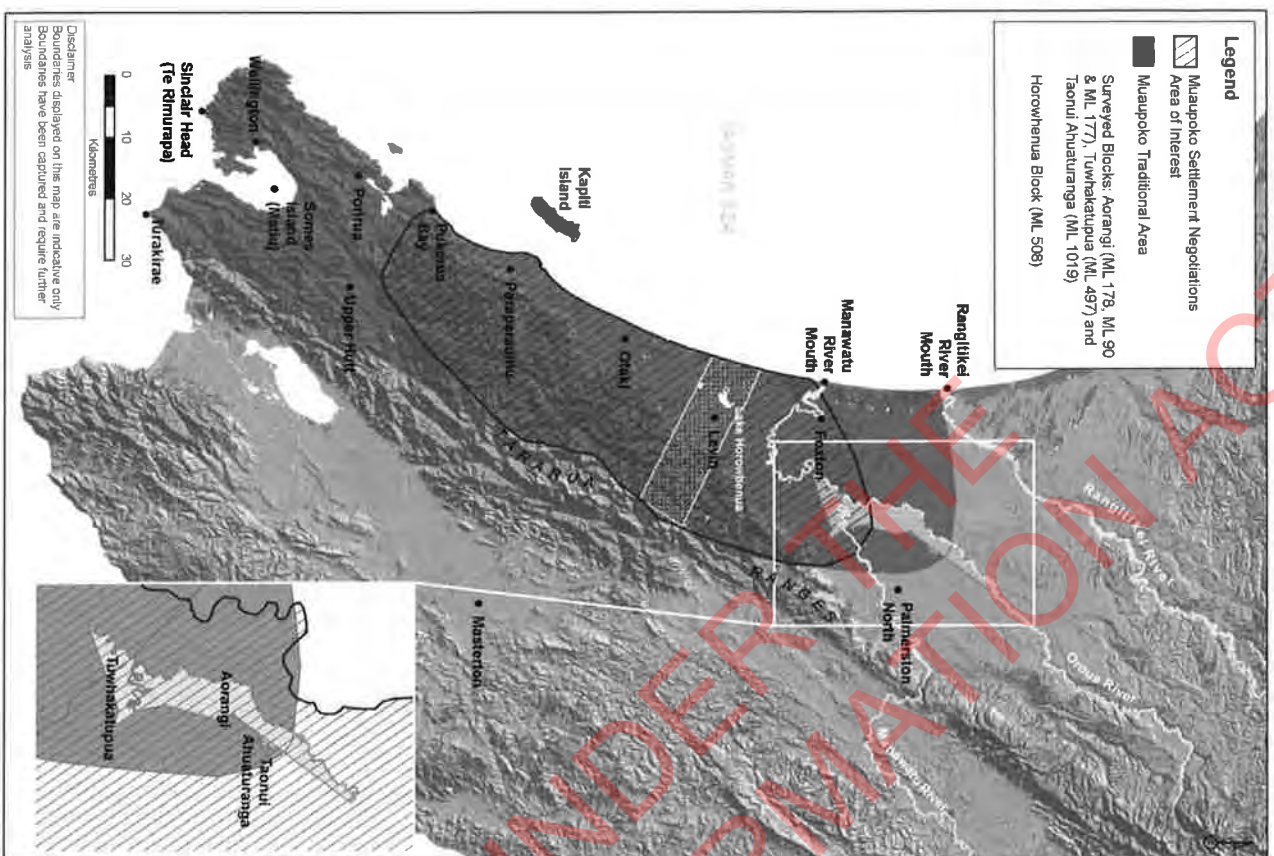
Page 3 of Pathway to Settlement

- The mandate being sought is to negotiate a comprehensive settlement of all historical claims of Muaūpoko, whether registered or unregistered, relating to Crown actions and omissions that occurred prior to 21 September 1992.
- This will include all Wai numbers in relation to Muaūpoko. These include the following claims, as far as they relate to Muaūpoko: Wai 52, 108, 237, 493, 623, 624, 770, 1490, 1491, 1621, 1622, 1629, 1631, 2045, 2046, 2048, 2050, 2051, 2052, 2053, 2054, 2056, 2093, 2139, 2140, 2173, 2175, 2284, 2306, 2326.
- Claims are negotiated for full and final settlement

# What area will be covered by the negotiations?

Page 3 of Pathway to Settlement

- The Muaupoko Traditional Area of Interest is currently described as being; “Bounded by the Tararua Ranges in the east and the Tasman Sea in the west, from Sinclair Head in the south to the Rangitikei River in the North.”
- The area to be covered by the claims must be identified. This is known as “the Area of Interest”.



# Area of Interest

Page 3 of Pathway to Settlement

For Treaty Settlement purposes the Muaupoko area of interest is from;

Pukerua Bay in the south, to the Manawatu River Catchment in the North, bordered by the Tararua Ranges in the east and the Tasman sea in the West, including Kāpiti Island.

# Negotiation Structure: Decision-making and representation

Page 3 Pathways to Settlement

- **Governance** (MTA Board); Will sign off on all important documents.
- **Muaūpoko** Iwi will be required to approve the Deed of Settlement and PSGE through a formal ratification process.

## Working Groups

- **Claims Committee**; The Claims Committee will be a subcommittee of and include representation of MTA, Hapū, Registered Waitangi Tribunal Claimants, Hokio A Trust, Lake Horowhenua Trust, and Kaunihera Kaumātua.
- **Research Group**; a focus group of researchers headed by a professional historian/researcher.
- **Negotiators**; will be appointed and given general direction and guidance by the MTA and will report back throughout negotiations.
- **Advisors**; The MTA will utilise a number of advisors where appropriate and when required.



# Negotiation Structure: Accountability

page 3 Pathway to Settlement

- Accountability:
  - MTA is ultimately responsible
  - It will report to Muaūpoko through AGM, marae meetings, pānui, etc
  - Ability for Muaūpoko to have an input into decisions
  - Negotiating team will report monthly to MTA monthly and as required
  - If there are disputes these will be managed through the MTA disputes resolution process as set out in its Rules of Incorporation



# Mandate Voting Process

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# Who can vote?

Page 4 Pathway to Settlement

- All eligible Adult members of **Muaūpoko** as described in the claimant definition, and registered **Adults aged 18 years and over on 16/12/2012**, can vote on the mandate being sought.
- Those already registered with MTA or registered to vote as Muaūpoko will be put on this role.
- If you are unsure if you are registered please contact MTA or ElectionNZ.
- If you are not currently registered, you can choose to register to vote on the mandate, this will be a special vote.
- You do not have to register with the MTA to vote on the proposed mandate.

# Special Votes

Page 4 Pathway to Settlement

**Voters must complete a special voting form and return to ElectionZ if they:**

- register on the Muauipoko member database during the voting period but before the closing date of voting
- did not receive their voting pack in the mail
- do not have their voting paper they received in the mail but want to cast their vote at the mandate hui

Special votes must be received on or before the last day of voting, 16/12/2012; and

The registration form will be subject to verification by the whakapapa committee

# How to Vote

Page 4 Pathway to Settlement

- The voting period is from 19/11/2012 to 16/12/2012
- You will receive a voting pack in the mail, or email.
- Registered adult Muaūpoko members (18 years or older on Sunday 16 December 2012) can vote by:
  - Postal voting using the prepaid return envelopes;
  - Online voting using a unique identifier; and
  - Voting by using ballot boxes at mandate Information Hui, and the Special General Meeting

Voting results will be published on 21/12/12

# Who decides

- You will be notified of the results of the mandate vote 21/12/12, by pānui and on the MTA website, [www.muaupoko.iwi.nz](http://www.muaupoko.iwi.nz)
- Once the process is completed, the MTA will submit a Deed of Mandate to the Crown
- There will be a period for people to make submissions on the Deed of Mandate
- The Crown will decide if the mandate is acceptable to enter into direct Negotiations
- Once a decision is made we will notify everyone
- Sign Deed of Mandate with the Crown

# What is the Mandate Resolution

## We are voting on Page 4 Pathway to Settlement

We are asking all eligible Muaūpoko iwi members, aged 18 and over, to vote on the following resolution:

***“That the Muaūpoko Tribal Authority is mandated to represent Muaūpoko in Treaty settlement negotiations with the Crown, regarding the comprehensive settlement of the Muaūpoko historical Treaty of Waitangi claims.”***



# Important Information

- Mandate is for direct negotiations only
- Must be Registered to vote
- Voting period between 19/11/2012 to 16/12/2012
- You can only get voting packs from ElectionNZ;
- There will be a period after the vote for submissions on the Deed of Mandate
- The Crown will recognise the mandate if there is sufficient support from the Māori community

## Appendix M (ii): Information hui Crown Observer notes

*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.*

### MUAŪPOKO TRIBAL AUTHORITY INFORMATION HUI SUMMARY NOTES

<b>Iwi</b>	Muaūpoko		
<b>Location</b>	Masterton Motor Lodge 250 High street MASTERTON		
<b>Date</b>	Saturday, 23 June 2012		
<b>Start time</b>	~11am	<b>Finish time</b>	~2pm
<b>Facilitator</b>	Rauru Kirikiri (The Facilitator)		
<b>Observer(s)</b>	Michael Hollis (Te Puni Kōkiri, Policy)		
<b>Presenter(s)</b>	Mark Moses (Project Manager, Muaūpoko Tribal Authority)		
<b>Attendance</b>	Total of <b>~15 people*</b> , including <b>2 TPK observers and 10 Muaūpoko Tribal Authority trustees</b> .  *people were arriving and leaving throughout the hui, so this is an approximate number.		
<b>Purpose</b>	To provide information and answer questions about: <ul style="list-style-type: none"><li>• The proposed Muaūpoko Tribal Authority draft Mandate strategy; and</li><li>• The Treaty settlements process generally.</li></ul>		
<b>Agenda</b>	<ul style="list-style-type: none"><li>• Karakia;</li><li>• Mihi mihi;</li><li>• Hākari whakanoa;</li><li>• Presentation;</li><li>• Question &amp; Answers; and</li><li>• Karakia whakamutunga.</li></ul>		
<b>Presentation</b>	Introductory comments from the Facilitator.  The Presenter provided a PowerPoint presentation to the hui which was followed closely.		
<b>Questions and comments</b>	After the PowerPoint presentation, questions were called for. Below is a summary of questions and comments:  <b>Comment:</b> Brenton Tukapua, Chair of the Muaūpoko Tribal Authority, commented that at every step of the Muaūpoko Treaty settlement process, iwi members would be encouraged to participate and provide input along the		

	<p>way.</p> <p><b>Comment:</b> Mr Tukapua commented that the iwi members input is valued and that the process would not move forward without considering and using iwi members input.</p> <p><b>Comment:</b> A comment was made about the formal mandate hui and that a resolution would be put to iwi members on whether or not they accept the Muaūpoko Tribal Authority as the mandated entity for Muaūpoko. It was also noted that the formal mandate hui would be an all inclusive process.</p> <p><b>Q1: An attendee questioned what would happen to Muaūpoko if the Crown cannot continue negotiations, for example the Minister for Treaty of Waitangi Negotiations says that the Office of Treaty Settlements may not have the capacity. The Presenter directed this question to Te Puni Kōkiri.</b></p> <p>A1: Kererua Savage, ("TPK"), explained that there is a lot of negotiations work presently happening around the country. It was explained that the Office of Treaty Settlement resources are not available yet for Muaūpoko negotiations, although several iwi are coming to conclusion with their negotiations, which will open the door for Muaūpoko, should Muaūpoko be ready and have a Crown-recognised mandate once a formal mandate process has been completed.</p> <p><b>Q4: An attendee questioned what strategy the Muaūpoko Tribal Authority had for overlapping claims.</b></p> <p>A4: The Presenter explained that once a mandate had been conferred for the Muaūpoko Tribal Authority, the mahi for overlapping claims could be done.</p> <p><b>Comment:</b> An attendee expressed concern about iwi settling around Muaūpoko and that Muaūpoko would be negotiating things already settled.</p> <p><b>Comment:</b> It was explained that settling iwi can only settle/negotiate properties that the Crown has available and any land being settled would need to be done so with research, overlapping claims discussions and iwi agreement.</p> <p><b>Comment:</b> Mr Tukapua commented that overlapping iwi will not be able to settle if they had not had discussions with Muaūpoko.</p> <p><b>Comment:</b> The Presenter commented that the Treaty settlement process is about forming a relationship with the Crown not a 'Mana' thing between iwi. The Presenter</p>
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	<p>also commented that there must be an overlapping claims process to mitigate any overlapping claims risk.</p> <p><b>Comment:</b> TPK commented that Ngāti Whātua o Ōrākei got to the end of negotiations, then were litigated against and they had to go back to the negotiations table for another five years. TPK explained that there is an emphasis from the Crown on iwi talking to neighbouring iwi.</p> <p><b>Comment:</b> The Facilitator explained that iwi should get in early and share information early.</p> <p><b>Comment:</b> It was noted by the Presenter that the Muaūpoko Tribal Authority are being open and transparent and that they would like to encourage iwi members to get involved in the process.</p> <p><b>Comment:</b> Mr Tukapua advised the hui that Muaūpoko is recognised as a Large Natural Grouping by the Crown.</p> <p><b>Comment:</b> Steve Hirini, Chief Executive Muaupoko Tribal Authority, commented that Muaūpoko was recognised as a <i>Large Natural Grouping</i> by the Crown in 2010.</p> <p><b>Q2: An attendee questioned when a Deed of Mandate would be signed.</b></p> <p>A2: The Presenter explained that there is a process to take place prior to Deed of Mandate signing but hopeful to have it signed by the end of 2012.</p> <p><b>Q3: The Presenter asked TPK whether any entity that is mandated would need to be accountable for any funding provided for the Treaty settlement process.</b></p> <p>A3: TPK explained that an entity receiving any funding for Treaty settlements would need to be accountable for that money as the money is tax payer's money (for Claimant funding, not Crown Forestry Rental Trust Funding – but processes for accountability will have to be adhered to).</p> <p><b>Q4: An attendee expressed concern about the Muaūpoko Tribal Authority Board changing several times before the Muaūpoko Treaty settlement is complete, through elections. The attendee also explained that they would prefer for the mandated representatives to see the process through, and that they want to have a sense of ownership of negotiators.</b></p> <p>A4: It was explained that the board will change so people can have a say if members are not performing, and explained that the negotiators, which will chosen by the Muaūpoko Tribal Authority will be the negotiators for the</p>
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	<p>entirety of the settlement.</p> <p><b>Q5: An attendee questioned the function of advisors and legal counsel.</b></p> <p>A5: Mr Tukapua explained that each 'arm' of the Muaūpoko Tribal Authority would need to report back to the Muaūpoko Tribal Authority as an accountability mechanism.</p> <p><b>Q6: An attendee questioned whether or not the Muaūpoko Tribal Authority will consult with Muaūpoko iwi members before appointing negotiators or not.</b></p> <p>A6: Mr Tukapua commented that he would like to think that the Muaūpoko Tribal Authority will consult iwi members as the Muaūpoko Tribal Authority need assurance from Muaūpoko iwi members throughout the process.</p> <p><b>Comment:</b> The Facilitator explained that negotiators are important and explained some good qualities of a negotiator.</p> <p><b>Comment:</b> The Presenter explained that the removal and appointment of board members will happen on a three year basis. The Presenter also commented that there needs to be the ability to remove people from the board so people are kept honest.</p> <p><b>Comment:</b> Mr Tukapua commented that if a good job is being done, people should hope to be re-elected through the voting process, and commented that it was his second term.</p> <p><b>Comment:</b> An attendee commented that he feels one step removed if only the Muaūpoko Tribal Authority have the ability to remove negotiators.</p> <p><b>Comment:</b> It was explained that it is good to have negotiators who know the machinery of the government.</p> <p><b>Comment:</b> Mr Tukapua explained that the issues raised at the three information hui are important and will be considered when finalising the draft mandate strategy.</p> <p><b>Comment:</b> TPK explained that Crown observers will attend hui that they are invited to and will provide notes on those hui, and independent returning officers via a third party election company will need to be contacted to act as returning officer, count votes and administer the iwi database during any voting process.</p> <p><b>Q7: An attendee questioned if the overlapping claims would be done by the negotiators.</b></p>
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	<p>A7: The Presenter explained that the draft Mandate strategy sets out for the development of a strategy for dealing with overlapping claims.</p> <p><b>Comment:</b> The Facilitator explained that there are two parts to overlapping claims, researching the claims and negotiating the claims.</p> <p><b>Q8: An attendee questioned whether people could be a part of different committees that are set under the Muaūpoko Tribal Authority. The attendee also questioned who will appoint members to the different committees.</b></p> <p>A8: The Presenter referred the attendee to the appointments process on pages six and seven of the draft Mandate Strategy.</p> <p><b>Comment:</b> A comment was made that roles of the committees need to be clarified more in the draft Mandate Strategy.</p> <p><b>Q9: The Facilitator questioned what the process for double votes was.</b></p> <p>A9: It was explained that Electionz.com (a third party election company) will run the voting process and that they are a proven company.</p> <p><b>Comment:</b> TPK explained that the voting process created for Muaūpoko is one of the most open processes as people overseas have an opportunity to vote as there is online voting, postal voting, voting by ballot at hui and there will be provisions for special voting.</p> <p><b>Q10: The Facilitator questioned what submissions to the draft Mandate Strategy were for.</b></p> <p>A10: The Presenter commented that submissions could be in the form of support to the draft Mandate Strategy.</p> <p><b>Comment:</b> Mr Tukapua explained that submissions can be by way of comments on how to improve the draft Mandate Strategy and those will be considered when finalising the draft Mandate Strategy.</p> <p><b>Comment:</b> TPK explained that the Muaūpoko Tribal Authority kept the Mandate Strategy as a draft to enable iwi to have a say, and help develop the mandate strategy.</p> <p><b>Q11: The Facilitator sought clarification on Crown expectations for submissions.</b></p> <p>A11: TPK explained that submissions to the draft Mandate strategy could be made on anything people like or dislike about the mandate strategy, then the submissions would be shared with the Muaūpoko Tribal</p>
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	<p>Authority and decisions would be made on how best to finalise the draft Mandate strategy. It is noted that there is an onus to have discussions with the Muaupoko Claimant Cluster.</p> <p><b>Q12: An attendee questioned whether you had to be registered to vote or not.</b></p> <p>A12: The Presenter explained that iwi members will not need to be registered with the Muaupoko Tribal Authority, but will need to register to a iwi registration set up for the purposes of a Muaupoko Treaty settlement.</p> <p><b>Comment:</b> It was explained that you must be verified as a member of Muaupoko and 18 or over to be eligible to vote. It was also explained that a Whakapapa committee would vet and determine who is of Muaupoko descent.</p> <p><b>Q13: An attendee questioned whether or not people who have been whāngai could be verified as Muaupoko descendants.</b></p> <p>A13: It was explained that each hapū have their own tikanga and process for verifying iwi members, whāngai or other.</p> <p><b>Comment:</b> The Presenter explained that to be verified as an iwi member a person must be Māori, not Pākehā.</p> <p><b>Comment:</b> TPK added that they would accept all submissions during the submission period.</p> <p><b>Q14: Mr Hirini questioned whether or not any other iwi members could make a submission to the draft Mandate Strategy.</b></p> <p>A14: TPK explained that other iwi could make submissions.</p> <p><b>Q15: An attendee raised concern about the fact that the Muaupoko Tribal Authority could be struck off at any given time and that all momentum towards any settlement could be lost.</b></p> <p><b>Comment:</b> The Facilitator asked the hui if there were any suggestions how to avoid the Muaupoko Tribal Authority being struck off and losing momentum.</p> <p><b>Comment:</b> TPK explained that in the past people have passed away, that is why there has been a preference for an entity to hold a mandate rather than individuals.</p> <p><b>Comment:</b> It was explained that Annual General Meetings would be held to gauge how well the Muaupoko Tribal Authority is doing.</p> <p><b>Comment:</b> An attendee expressed concern that the</p>
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	<p>negotiating team could get to the end and the Muaūpoko Tribal Authority could fall over.</p> <p><b>Comment:</b> TPK explained that there is general political consensus for Treaty settlements to be concluded.</p> <p><b>Comment:</b> Mr Tukapua commented that there are enough passionate people on the board to keep each other honest.</p> <p><b>Q16: An attendee questioned who will create the voting register and when.</b></p> <p>A16: It was explained that to set up a registration will cost money, as soon as the mandate is approved funding will be available and a strategy to set a registration up will need to be implemented.</p>
<b>Summary</b>	<p><b>The Facilitator provided a summary of the hui.</b></p> <p>The Facilitator reiterated that the Muaūpoko Tribal Authority want to go into direct negotiations.</p> <p>The Facilitator commented that the Muaūpoko Tribal Authority would always go back to iwi members with decisions and for any input as the process continues. The Facilitator also reiterated the fact that iwi members views matter and people need to contribute to feed into the dialogue and that the Muaūpoko Tribal Authority need information to build on the draft Mandate Strategy.</p> <p>It was explained that it is a Muaūpoko process only, and that the government may provide the tools but it is Muaūpoko's process.</p> <p>The Facilitator explained that there are still a lot of discussions to be had regarding the Muaūpoko Tribal Authorities structure.</p> <p>The Facilitator commented that information hui is a good concept as it provides people an opportunity to have a say, ask questions and have questions answered.</p> <p>The Facilitator also commented that the Muaūpoko Treaty settlement would depend on the negotiating team.</p> <p>The Facilitator explained that the settlement will be with the Crown, not other iwi, and advised the hui to learn from other iwi's mistakes and successes.</p> <p>The Facilitator advised the hui to clarify points in the draft Mandate Strategy.</p>
<b>Resolution(s)</b>	N/A
<b>Voting process</b>	N/A

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<b>Voting result</b>	N/A
<b>Other comments</b>	<ul style="list-style-type: none"><li>• TPK contracted the Facilitator to ensure that the information hui were run in a fair way which gave everyone the opportunity to have a say.</li><li>• The Muaūpoko Claimant Cluster via Counsel informed TPK that they would not be attending the information hui to discuss the mandate strategy as there was insufficient notice. To note, the information hui cannot be used as an indication of support for the Muaūpoko Tribal Authority.</li><li>• The Observers role was to take summary notes and not a verbatim account of the hui.</li><li>• TPK was available to answer any questions directed specifically at the Crown.</li><li>• The hui was conducted in an open and transparent manner.</li><li>• Hui attendees had the opportunity to ask questions.</li></ul>

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## MUAŪPOKO TRIBAL AUTHORITY INFORMATION HUI SUMMARY NOTES

<b>Iwi</b>	Muaūpoko		
<b>Location</b>	Kawiu Marae 290 Kawiu Road LEVIN		
<b>Date</b>	Sunday, 24 June 2012		
<b>Start time</b>	~11pm	<b>Finish time</b>	~1:45 pm
<b>Chair</b>	Rauru Kirikiri (The Facilitator)		
<b>Observer(s)</b>	Michael Hollis (Te Puni Kōkiri, Policy)		
<b>Presenter(s)</b>	Mark Moses (Project Manager, Muaupoko Tribal Authority)		
<b>Attendance</b>	Total of <b>~20 people*</b> , including <b>1 TPK observers and 10 Muaūpoko Tribal Authority trustees.</b>  *people were arriving and leaving throughout the hui, so this is an approximate number.		
<b>Purpose</b>	To provide information and answer questions about: <ul style="list-style-type: none"> <li>• The proposed Muaūpoko Tribal Authority Mandate strategy; and</li> <li>• The Treaty settlements process generally.</li> </ul>		
<b>Agenda</b>	<ul style="list-style-type: none"> <li>• Pōwhiri</li> <li>• Karakia</li> <li>• Morning tea</li> <li>• Presentation / Question &amp; Answers</li> <li>• Hākari whakanoa</li> <li>• Karakia whakamutunga</li> </ul>		
<b>Presentation</b>	Introductory comments from the Facilitator.  The Presenter provided a PowerPoint presentation to the hui which was followed closely.		
<b>Questions and comments</b>	After the PowerPoint presentation, questions were called for. Below is a summary of questions and comments:  <b>Q1: An attendee questioned who was considered Māori.</b>  <b>A1:</b> It was explained that if you Whakapapa to a certain		

	<p>iwi you are considered Māori.</p> <p><b>Q2: An attendee questioned if direct negotiations was the fairest way to settle for Muaūpoko.</b></p> <p>A2: The presenter explained that timing is the key difference between direct negotiations and going through the Waitangi Tribunal process. The presenter explained that it is a lot faster to go through the direct negotiations process.</p> <p><b>Q3: An attendee questioned whether they would see any benefit of a Muaūpoko settlement before their time.</b></p> <p>A3: The presenter explained that the Muaūpoko Tribal Authority is hopeful to have a Deed of Mandate signed by the end of 2012.</p> <p><b>Q4: An attendee questioned what happens with historical claims.</b></p> <p>A4: It was explained that all historical claims on behalf of Muaūpoko would need to be settled in a Muaūpoko settlement.</p> <p><b>Q5: An attendee questioned what lands could be settled.</b></p> <p>A5: It was explained that only Crown owned lands could be settled in a historical Treaty of Waitangi settlement.</p> <p><b>Q6: An attendee questioned whether or not the Crown could interfere with the Muaūpoko Treaty settlement process.</b></p> <p>A6: It was explained that once settlement goes through legislation the Crown will not be able to interfere. It was also explained that the Crown will not agree to any Deed of Settlement unless they are confident there is support from iwi members.</p> <p><b>Q7: An attendee questioned what would happen if changing governments were to change laws etc.</b></p> <p>A7: It was explained that no settlement would go ahead without agreement from the Muaūpoko iwi. It was also explained that Treaty settlements are a government priority and that the government wants Treaty settlements to happen.</p> <p><b>Comment:</b> An attendee wanted assurance that a Treaty Settlement sought by Muaūpoko would be robust.</p> <p><b>Comment:</b> It was explained that the Crown has an aspirational goal of 2014 to settle Treaty settlements.</p> <p><b>Comment:</b> The Facilitator commented that there is no</p>
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guarantee that the Crown will not change their mind during the process, and explained that people must have faith in the Crown and know that the Crown does want to settle all historical Treaty of Waitangi grievances. The Facilitator noted that he would be surprised if the Crown changed their mind about Treaty settlements and that Muaūpoko need to focus on getting started and moving forward with their settlement.

**Q8: An attendee questioned how to strengthen the draft Mandate Strategy and whether or not Te Puni Kōkiri had been involved in developing the draft Mandate Strategy.**

A8: It was explained that Te Puni Kōkiri had been working closely with the Muaūpoko Tribal Authority and Tuia Legal to develop the draft Mandate Strategy. It was also explained that people's submissions and input to the draft Mandate Strategy would strengthen it.

**Comment:** It was explained that all comments, thoughts and questions to do with the draft Mandate Strategy are good, as they will feed in to making it stronger.

**Q9: An attendee questioned how the direct negotiations process would work for Muaūpoko.**

A9: It was explained that similar processes have been tried and tested with other iwi and have worked and that the key difference is to make the Muaūpoko process uniquely Muaūpoko.

**Comment:** The Facilitator commented that there are two reasons that the Crown will not settle with an iwi, the first reason is 'Crown resources' and the second reason is 'iwi readiness'.

The Facilitator explained that the Crown will say "no" to an iwi if the Crown does not have the resources to negotiate, or if an iwi is not ready. The Facilitator urged the hui to continue to prepare, so that when the resources are available, Muaūpoko will be ready.

**Comment:** The presenter explained that the Crown are saying they will have the resources ready once Muaūpoko have a mandated entity and encouraged the iwi to contribute to the process.

**Q10: An attendee questioned if the Muaūpoko Tribal Authority would represent all of the Muaūpoko views or not.**

A10: It was explained that the process for Muaūpoko would be an all inclusive process, where all iwi members can have a say and an opportunity to vote people onto



	<p>the different committees that will fall under the Muaūpoko Tribal Authority.</p> <p><b>Q11: An attendee questioned why a single Muaūpoko entity could not deal with every aspect of a Muaūpoko settlement.</b></p> <p>A11: It was explained that the Muaūpoko Tribal Authority want to make sure that there is a wide range of representation for Muaūpoko.</p> <p><b>Q12: An attendee questioned what the role of legal counsel would be if a Mandate was sought by the Muaūpoko Tribal Authority.</b></p> <p>A12: The Facilitator explained that the decision of legal counsel representation was one for the people of Muaūpoko. The Facilitator explained that some iwi have had a lawyer represent each Wai claim at the beginning of the process and by the time an entity was mandated they had cut the number of lawyers from twenty four to two. The Facilitator also explained that the sensible thing to do is to figure out what is best for Muaūpoko.</p> <p><b>Comment:</b> The presenter commented that the process and structure that the Muaūpoko Tribal Authority have come up with has the ability to include legal counsel if the people of Muaūpoko want. The presenter also commented that lawyers are costly and explained that the Muaūpoko Tribal Authority would seek specialist advice for certain things.</p> <p><b>Q13: An attendee questioned why the diagram in the information pack was different to that on the PowerPoint presentation.</b></p> <p>A13: It was explained that the diagram itself was a work in progress but the structure gives power to the people of Muaūpoko to have a say and vote. It was also explained that each arm of the Muaūpoko Tribal Authority structure links in to one another.</p> <p><b>Q14: An attendee questioned whether or not having a political lobbyist would be advantageous for Muaūpoko.</b></p> <p>A14: It was explained that it could potentially help but is not an important part of the process.</p> <p>A14: The presenter explained that Legal counsel from Tuia legal had lobbied with Ministers already and that they are useful lobbyists.</p> <p><b>Comment:</b> An attendee congratulated the Muaūpoko Tribal Authority on their mahi.</p>
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	<p><b>Comment:</b> An attendee commented that more Te reo Māori should be spoken in Māori forums such as the information hui.</p> <p><b>Comment:</b> The presenter supported the attendees comment, but also commented that if Te reo Māori was to be spoken only 95 percent of the hui would be able to understand.</p>
<b>Summary</b>	<p><b>The Facilitator provided a summary of the hui.</b></p> <p>The Facilitator explained that Muaūpoko have got a good start and a long journey a head.</p> <p>The Facilitator explained that key issues with the draft Mandate Strategy have been tabled and that once those key issues have been addressed Muaūpoko will have a strong Mandate Strategy.</p> <p>The Facilitator listed some key questions for the Muaūpoko Tribal Authority to consider which included:</p> <ul style="list-style-type: none"> <li>• What does the Muaūpoko Tribal Authority look like currently;</li> <li>• What will the Muaūpoko Tribal Authority have at the end of the process;</li> <li>• What is the Muaūpoko Tribal Authorities future vision; and</li> <li>• What is important to the Muaūpoko Tribal Authority.</li> </ul>
<b>Resolution(s)</b>	N/A
<b>Voting process</b>	N/A
<b>Voting result</b>	N/A
<b>Other comments</b>	<ul style="list-style-type: none"> <li>• TPK contracted the Facilitator to ensure that the information hui were run in a fair way which gave everyone the opportunity to have a say.</li> <li>• The Muaūpoko Claimant Cluster via Counsel informed TPK that they would not be attending the information hui to discuss the mandate strategy as there was insufficient notice. To note, the information hui cannot be used as an indication of support for the Muaūpoko Tribal Authority.</li> <li>• TPK wouldn't normally provide an observer/note for hui of this nature, but thought it could be advantageous to have a somewhat objective account of the hui.</li> <li>• TPK was available to answer any questions directed specifically at the Crown.</li> </ul>

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	<ul style="list-style-type: none"><li>• The hui was conducted in an open and transparent manner.</li><li>• Hui attendees had the opportunity to ask questions.</li></ul>
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## MUAŪPOKO TRIBAL AUTHORITY INFORMATION HUI SUMMARY NOTES

<b>Iwi</b>	Muaūpoko		
<b>Location</b>	Kingsgate Hotel 110 Fitzherbert Avenue PALMERSTON NORTH		
<b>Date</b>	Saturday, 23 June 2012		
<b>Start time</b>	~5pm	<b>Finish time</b>	~7:40pm
<b>Chair</b>	Rauru Kirikiri (The Facilitator)		
<b>Observer(s)</b>	Michael Hollis (Te Puni Kōkiri, Policy)		
<b>Presenter(s)</b>	Mark Moses (Project Manager, Muaupoko Tribal Authority)		
<b>Attendance</b>	Total of <b>~20 people*</b> , including <b>1 TPK observers and 10 Muaūpoko Tribal Authority Trustees</b> .  *people were arriving and leaving throughout the hui, so this is an approximate number.		
<b>Purpose</b>	To provide information and answer questions about: <ul style="list-style-type: none"> <li>• The proposed Muaūpoko Tribal Authority draft Mandate strategy; and</li> <li>• The Treaty settlements process generally</li> </ul>		
<b>Agenda</b>	<ul style="list-style-type: none"> <li>• Karakia</li> <li>• Mihimihi</li> <li>• Hākari whakanoa</li> <li>• Presentation / Question &amp; Answers</li> <li>• Karakia whakamutunga</li> </ul>		
<b>Presentation</b>	Introductory comments from the Facilitator.  The Presenter provided a PowerPoint presentation to the hui which was followed closely.		
<b>Questions and comments</b>	After the PowerPoint presentation, questions were called for. To note, Kererua Savage was in attendance on behalf of TPK to answer any questions directed at the Crown. Below is a summary of questions and comments:  <b>Q1: An attendee questioned what the timeframes on the mandate process were.</b>  <b>A1:</b> It was explained that the Muaūpoko Tribal Authority		

	<p>require agreement from the Crown and iwi members. It was explained that there was a desire to have the mandate process finished by the end of 2012.</p> <p><b>Q2: An attendee questioned what the Crown cut off date for Treaty settlements was.</b></p> <p>A2: It was explained that there is an aspirational goal of 2014, but no cut off date. It was also explained that there is good momentum at the moment and a lot of resources are going into Treaty settlements.</p> <p><b>Q3: An attendee sought clarification on what the pre-mandate information hui were for and what has changed from previous mandates sought by Muaūpoko.</b></p> <p>A3: It was explained that an iwi can seek several mandates, for example Muaūpoko has sought a mandate for the Fisheries settlement, It was explained that the mandate being talked about at the hui was for historical Treaty of Waitangi settlements.</p> <p><b>Q4: The Facilitator questioned why the Muaūpoko Tribal Authority decided to take the direct negotiations route.</b></p> <p>A4: It was explained that it was to do with timing. It was explained that iwi with overlapping interests were beginning to settle so the time was right for Muaūpoko to begin their settlement process.</p> <p><b>Q5: An attendee questioned what a Muaūpoko settlement would do for health and education for the people of Muaūpoko.</b></p> <p>A5: The Facilitator explained that direct negotiations are the best opportunity to get up close and personal with the Crown and negotiate. The Facilitator also explained that the ability to fight in direct negotiations will enable Muaūpoko to get resources for health and education at the end of the settlement process.</p> <p><b>Comment:</b> Brenton Tukapua commented that the iwi members input is valued and that the process would not move forward without considering and using iwi members input.</p> <p><b>Q3: The Presenter asked TPK whether any entity that is mandated would need to be accountable for any funding provided for the Treaty settlement process.</b></p> <p>A3: TPK explained that an entity receiving any funding for Treaty settlements would need to be accountable for that money as the money is tax payer's money (for Claimant</p>
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	<p>funding, not Crown Forestry Rental Trust Funding – but processes for accountability will have to be adhered to).</p> <p><b>Q7: An attendee questioned if social connections matter going into the Treaty settlements process.</b></p> <p>A7: TPK explained that political relationships do help, although each ‘overlapping / neighbouring’ iwi need each other to be able to conclude settlement.</p> <p><b>Q8: An attendee questioned when a Deed of Mandate would be signed and if the Muaūpoko Tribal Authority will approach the Muaūpoko Claimant Cluster.</b></p> <p>A8: The presenter explained that there is a process to take place prior to Deed of Mandate signing but hopeful to have it signed by the end of 2012. It was also explained that the mandate process designed is an all inclusive process and that everybody has an opportunity to participate.</p> <p><b>Comment:</b> Mr Tukapua explained that it is a good thing that the discussions are being had and that the process needs to be started in order to get for Muaūpoko to get to the end of settlement.</p> <p><b>Q9: An attendee questioned if Kaunihera kaumātua hui were still happening.</b></p> <p>A9: Mr Hirini, CE of MTA explained that it has been a while since the last kaunihera kaumātua hui, but they are scheduled to fall on the last Friday of every month.</p> <p><b>Comment:</b> Mr Tukapua explained that there is a need to look after and protect the kaumātua and kuia of Muaūpoko.</p> <p><b>Comment:</b> TPK commented that the onus is on an iwi to spend any funding received from the government appropriately as it is tax payer’s money. TPK also explained that an entity set up to receive any such money needs to be accountable for it.</p> <p><b>Comment:</b> The presenter encouraged the hui to view the draft Mandate Strategy and have a say.</p> <p><b>Q10: Attendees questioned the proposed negotiations structure diagram developed by the Muaūpoko Tribal Authority, questions included;</b></p> <ul style="list-style-type: none"> <li>• Who will advisors be paid by; and</li> <li>• Why is the diagram not showing a reciprocal relationship between the Muaūpoko Tribal Authority and other entities.</li> </ul> <p>A10: It was explained that the Crown will provide a contribution to fund the Treaty settlement process, which</p>
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is why the Muaūpoko Tribal Authority needs to be accountable for all money spent as it is tax payer's money.

Apologies were made for the diagram not fully encapsulating the different relationships that will be formed from the Treaty settlement process. It was also explained that the diagram will be updated.

**Q11: An attendee commented that the kaunihera kaumātua should feed into any overlapping claims conversations. The attendee also questioned how much redress the Muaūpoko Tribal Authority expected to gain from a Muaūpoko Treaty settlement.**

A11: It was explained that conversations would need to be had to determine any expectations, and that Muaūpoko would need to set down with neighbouring iwi to get a feel for what Muaūpoko might be entitled to. It was also explained that to have those discussions Muaūpoko would need to have a Crown-recognised mandated entity for the purposes of Treaty settlement negotiations. This would allow it to receive funding for research.

**Comment:** The Facilitator explained that it would be wise to not think about a dollar amount and let the negotiations begin, and let the negotiators fight for the best possible redress.

**Q12: An attendee expressed concern about the Muaūpoko Tribal Authority changing several times before the Muaūpoko Treaty settlement is complete, through elections etc. The attendee also explained that they would prefer for the mandated representatives to see the process through, and that they want to have a sense of ownership of negotiators.**

A12: It was explained that the board will change so people can have a say if members are not performing through their vote, and explained that the negotiators, which will be accountable to the Muaūpoko Tribal Authority will be the negotiators for the entirety of the settlement.

**Q13: An attendee questioned how the voting process would work.**

A13: It was explained that Electionz.com will run the voting process and that they are a proven company.

It was explained that the voting process created for Muaūpoko is one of the most open processes as people

	<p>overseas have an opportunity to vote as there is online voting, postal voting, voting by ballot at hui and there will be provisions for special voting</p> <p><b>Q14: An attendee questioned how to check if a whānau member was enrolled to vote.</b></p> <p>A14: It was explained that people would be able to contact Electionz to find out, once Electionz had been engaged.</p> <p><b>Comment:</b> Mr Tukapua commented that the Muaūpoko Tribal Authority wants everybody to have the ability and opportunity to vote.</p> <p><b>Q15: An attendee questioned what would happen with submissions once they had been submitted.</b></p> <p>A15: TPK explained that once TPK receives submissions they would forward them to the Muaūpoko Tribal Authority, and then will make a time to set with the Muaūpoko Tribal Authority to discuss how to strengthen the draft Mandate Strategy. TPK also explained that TPK would acknowledge all submissions that are accompanied with an address.</p> <p>There is an onus to meet with submitters which is a positive step.</p> <p><b>Q16: An attendee questioned what it means to have a mandate and how durable is a mandate.</b></p> <p>A16: TPK explained that the Minister for Treaty of Waitangi Negotiations and the Minister of Māori Affairs have joint authority to decide on whether or not to recognise a mandate. TPK explained that to have a durable mandate, officials will need strong evidence that supports any mandate sought before providing advice to Ministers. TPK also explained that any mandate sought would require ongoing support, hui and panui.</p>
<b>Summary</b>	<p><b>The Facilitator provided a summary of the hui.</b></p> <p>The Facilitator summarised the hui by saying that the readiness of Muaūpoko would be the key to a successful Treaty settlements process.</p> <p>The Facilitator noted that the process is about the iwi members of Muaūpoko, and urged the hui to give any advice, thoughts, or issues about the draft Mandate Strategy to the Muaūpoko Tribal Authority to have a say and help strengthen the draft Mandate Strategy.</p>
<b>Resolution(s)</b>	N/A

*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.*

<b>Voting process</b>	N/A
<b>Voting result</b>	N/A
<b>Other comments</b>	<ul style="list-style-type: none"> <li>• TPK contracted the Facilitator to ensure that the information hui were run in a fair way which gave everyone the opportunity to have a say.</li> <li>• The Muaūpoko Claimant Cluster via Counsel informed TPK that they would not be attending the information hui to discuss the mandate strategy as there was insufficient notice. To note, the information hui cannot be used as an indication of support for the Muaūpoko Tribal Authority.</li> <li>• TPK wouldn't normally provide an observer/note taker for hui of this nature, but thought it could be advantageous to have a somewhat objective account of the hui.</li> <li>• TPK was available to answer any questions directed specifically at the Crown.</li> <li>• The hui was conducted in an open and transparent manner.</li> <li>• Hui attendees had the opportunity to ask questions.</li> </ul>



Te Puni Kōkiri  
REALISING MĀORI POTENTIAL

25 January 2013

Steve Hirini  
Chief Executive Officer  
Muaūpoko Tribal Authority  
306 Oxford Street  
LEVIN

Tēnā koe Steve

### Outstanding issues

Thank you for submitting a draft Deed of Mandate for Crown assessment.

We are currently undertaking our assessment of the Muaūpoko Tribal Authority's draft Deed of Mandate. The mandate process has raised a number of issues by Muaūpoko iwi members and these matters need to be resolved before we can complete our assessment. Relevant issues for the Deed of Mandate assessment include:

- financial accounts at previous Annual General Meetings;
- the holding of kaunihera kaumātua hui;
- engagement with Muaūpoko Wai claimants and Muaūpoko iwi members;
- how the Muaūpoko Tribal Authority's register is administered and maintained.

To assist us with our assessment, can you please provide the following:

- confirmation that the Muaūpoko Tribal Authority is meeting its financial reporting obligations;
- details of any recent kaunihera kaumātua hui, and a schedule of future hui;
- provide further clarification about how the Muaūpoko Tribal Authority's tribal register is maintained.

As you know, the Crown requested that the Muaūpoko Tribal Authority offer to have a facilitated hui with Muaūpoko Wai claimants to discuss the Muaūpoko Tribal Authority's proposed mandate process, as a part of the conditional endorsement of the mandate strategy. However, due to the aggravated nature of the Muaūpoko Tribal Authority's recent mandate hui in Palmerston North, we feel that it would still be appropriate to offer and hold a facilitated hui between the Muaūpoko Tribal Authority and Muaūpoko Wai claimants before completing our assessment. The purpose of this hui will be to discuss any outstanding issues that Muaūpoko Wai claimants have regarding the mandate being sought by the Muaūpoko Tribal Authority and explore if there are any potential solutions

30 JAN 2013



available. Te Puni Kōkiri offers to provide an independent facilitator and observer to record summary notes if required for this hui. We are hopeful that some or all of the issues raised in previous submissions and correspondence from certain Wai claimants can be dealt with.

Once these outstanding issues have been addressed the Crown will complete its assessment of the draft Deed of Mandate before advertising it for submissions.

If you have any queries about any of the above, we're happy to come to Levin to meet at short notice on the week of 28 January 2013.

Nāku noa, nā



Kererua Savage  
Treaty Settlements Policy, Manager (Acting)



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**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Financial Statements**  
**For the Year ended 31st March 2012**

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT



**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Financial Reports**  
**For the Year Ended 31st March 2012**

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**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Statement of Financial Performance**  
**For the Year ended 31st March 2012**

2011		2012	
\$		\$	\$
	<b>REVENUE</b>		
428,465	Programmes & Activities	388,481	
646	Interest Received	494	
4,397	Meetings Income	596	
111,767	Contracts	179,179	
14,030	Sundry Income	2,260	
109,409	Treaty Income	153,049	
668,713	<b>Total Income</b>		724,058
	<b>Less Expenses</b>		
1,059	Accident Compensation Levy	1,389	
2,842	Accountancy Fees	8,119	
4,237	Advertising	7,816	
2,500	Audit Fees	5,180	
1,346	Bank Charges	859	
744	Books & Publications	-	
1,112	Cleaning & Rubbish Removal	2,393	
600	Contractors	-	
3,451	Contracted Business Services	5,876	
1,650	Directors' Fees	843	
1,000	Event Expenses	1,783	
443	Extensive Supervision Costs	-	
1,571	General Expenses	629	
4,801	Grant Costs	-	
15,200	Hui Costs	-	
9,391	Honorary Fees - Chairman	10,048	
2,978	Insurance	3,726	
52	Iwi Events & Koha	-	
-	Interest - Loans	1,767	
-	Interest - Overdraft	531	
6,988	Interest	-	
1,924	Koha	1,800	
38,686	Legal Expenses	22,459	
3,401	Light Power & Heating	4,144	
-	Massey Research Costs	591	
1,125	Meeting Fees	-	
11,498	Motor Vehicle Expenses	22,535	
8,049	Printing & Stationery	17,748	
83,634	Programme Direct Costs	135,595	
17,380	Purchase - Fisheries Quota	17,450	
1,140	Rates	1,660	
7,954	Repairs & Maintenance	5,305	
2,067	Security & Fire Protection	1,625	
-	Staff Expenses	149	
-	Staff Training	435	
1,621	Subscriptions	1,736	
6,548	Tea, Coffee & Meals	6,311	

*Note: This Statement is to be read in conjunction with the accompanying Notes*

**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Statement of Financial Performance**  
**For the Year ended 31st March 2012**

2011		2012	
\$		\$	\$
10,226	Telephone & Tolls	8,521	
-	Te Takere Expenses	714	
2,654	Travel Expenses	2,875	
55,303	Treaty Expenses	68,674	
907	Uniforms & Clothing	261	
419	Whanua Ora Costs	665	
318,567	Wages & Salaries	281,059	
<u>635,067</u>	<b>Total Expenses</b>		<u>653,268</u>
33,646	Net Surplus Before Depreciation		70,791
	<b>Less Depreciation</b>		
<u>12,887</u>	Depreciation as per Schedule		<u>8,999</u>
20,759	<b>OPERATING SURPLUS/(DEFICIT)</b>		61,792
	<b>OTHER EXPENSES</b>		
-	Bad Debt w/off on Wind up of MSS	18,068	
-	IRD Write off and Penalties	<u>5,709</u>	
-	<b>Total Extraordinary Items</b>		23,777
<u>\$20,759</u>	<b>NET SURPLUS/(DEFICIT)</b>		<u>\$38,014</u>

*Note: This Statement is to be read in conjunction with the accompanying Notes*

**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Statement of Movements in Equity**  
**For the Year ended 31st March 2012**

2011		2012	
\$		\$	\$
91,872	EQUITY AT START OF PERIOD		112,631
	<b>SURPLUS &amp; REVALUATIONS</b>		
20,759	Net Surplus After Tax	38,014	
20,759	<b>Total recognised revenues &amp; expenses</b>		38,014
112,631			150,646
	<b>OTHER MOVEMENTS</b>		
<u>\$112,631</u>	<b>EQUITY AT END OF PERIOD</b>		<u>\$150,646</u>

*Note: This Statement is to be read in conjunction with the accompanying Notes*



**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Statement of Financial Position**  
**As at 31st March 2012**

2011		2012	
\$		\$	\$
	<b>CURRENT ASSETS</b>		
25,567	Westpac - MTC Encore Account	865	
1,958	Westpac - MCS 00 Cheque Account	-	
286	Westpac - MCS 01 Cheque Account	286	
97	Westpac - MTA CFRT Account	28	
1	Westpac - MTC Savings Account	1	
121,945	Accounts Receivable	92,074	
4,253	Prepayments	3,402	
154,106	<b>Total Current Assets</b>		96,655
	<b>NON-CURRENT ASSETS</b>		
178,444	Fixed Assets as per Schedule		178,337
332,551	<b>TOTAL ASSETS</b>		274,992
	<b>CURRENT LIABILITIES</b>		
9,368	Westpac - MTA Cheque Account	2,954	
-	Westpac - MCS 00 Cheque Account	3,075	
51,441	GST Due for payment	24,465	
112,840	Accounts Payable	24,009	
-	Income In Advance	9,844	
173,649	<b>Total Current Liabilities</b>		64,347
	<b>NON-CURRENT LIABILITIES</b>		
46,270	Westpac Term Loan	-	
-	Westpac Term Loan	60,000	
46,270	<b>Total Non-Current Liabilities</b>		60,000
219,920	<b>TOTAL LIABILITIES</b>		124,347
\$112,631	<b>NET ASSETS</b>		\$150,646
	Represented by:		
	<b>EQUITY</b>		
112,631	Retained Earnings	150,646	
\$112,631	<b>TOTAL EQUITY</b>		\$150,646

The accompanying notes form part of these Financial Statements and should be read in conjunction with the reports contained herein.

For and on behalf of the Board:

Chairman \_\_\_\_\_ Chief Executive Officer \_\_\_\_\_

Treasurer \_\_\_\_\_

Date \_\_\_\_\_

*Note: This Statement is to be read in conjunction with the accompanying Notes*



**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Depreciation Schedule**  
**For the Year ended 31st March 2012**

Asset	Cost Price	Book Value 01/04/2011	Additions Disposals	Gain/Loss on Disposal	Capital Profit	Depreciation Mth Rate	Accum Deprec 31/03/2012	Book Value 31/03/2012
<b>LAND</b>								
306 Oxford Street, Levin	53,333	53,333				12 0.0% DV	0	53,333
<b>Sub-Total</b>	<b>53,333</b>	<b>53,333</b>						<b>53,333</b>
<b>BUILDINGS</b>								
306 Oxford Street, Levin	57,778	37,382				12 0.0% DV	0	37,382
Cleaners S/S Tub	926	377				12 6.6% CP	61	316
Fire Alarm	1,932	574				12 7.8% CP	151	423
Ground Floor Fitout	55,813	55,813				12 0.0% DV	0	55,813
<b>Sub-Total</b>	<b>116,449</b>	<b>94,146</b>					<b>212</b>	<b>93,934</b>
<b>MOTOR VEHICLES</b>								
Mercedes Benz MB140 Coach	20,440					18.0% CP	0	0
1998 Nissan Serena Coach (Regn CGG441)	8,076	1,503				12 30.0% DV	451	1,052
Van	1,778	363				12 30.0% DV	109	254
1995 Honda CRV (Regn BEZ950)	6,222	2,972				12 30.0% DV	892	2,080
Car - ex Lilian			6,522			6 30.0% DV	979	5,543
<b>Sub-Total</b>	<b>36,516</b>	<b>4,838</b>	<b>6,522</b>				<b>2,431</b>	<b>8,929</b>
<b>FURNITURE &amp; FITTINGS</b>								
Stove - Fisher & Paykel	790					18.6% CP	0	0
Light Fittings	902					15.0% CP	0	0
Amway Water Filter	916					36.0% CP	0	0
Gas Hot Water System	2,183					12.0% CP	0	0
Ground Floor Office Furniture	5,398	1,654				12 8.0% CP	432	1,222
Canteen Tables (8)	999	240				12 9.6% CP	96	144
Rinnai Gas Heaters	2,844					28.8% CP	0	0
Refrigerator	593					18.6% CP	0	0
TV Aerial (Kohuturoa)	492	230				12 9.6% CP	47	183
Lounge Suites (Kohuturoa)	489	148				12 12.5% CP	61	87
Security Lights (Kohuturoa)	1,386	225				12 15.0% CP	208	17
Security Alarm (Kohuturoa)	572					18.6% CP	0	0
Curtains for Upstairs	1,211	1,085				12 25.0% DV	271	814
Awning	1,595	1,329				12 20.0% DV	266	1,063
<b>Sub-Total</b>	<b>20,370</b>	<b>4,911</b>					<b>1,381</b>	<b>3,530</b>
<b>OFFICE EQUIPMENT</b>								
Overhead Projector - 3M	400	26				12 22.0% DV	6	20
Projector Screen - 3M 1.75x1.75m	344	1				12 39.6% DV	0	1
Office Desks (3)	350	39				12 20.0% DV	8	31
Sanyo Microwave Oven	213	6				12 31.2% DV	2	4
Dynalink ADSL Router	416	1				12 48.0% DV	0	1
Computer AMC1200	2,151	6				12 48.0% DV	3	3
Buro Steno Office Chair	213					12.0% CP	0	0
Fire Alarm (Horowhenua Lake Trust)	1,550	502				12 7.8% CP	121	381
Filing Cabinets (3x4 drawer)	837	136				12 9.6% CP	80	56
CNet 16 Port Network Hub	382					36.0% CP	0	0
Canon i850 Inkjet Printer	532					28.8% CP	0	0
Television Aerial	428	103				12 9.6% CP	41	62
Telephone & Data Cabling	2,950					21.6% CP	0	0
Alarm System (Downstairs)	844					18.6% CP	0	0
Acer Veriton 510 Computer	444					30.0% CP	0	0
Filing Cabinet (2 Drawer)	204	59				12 9.6% CP	20	39
Compaq Presario Notebook	2,889					36.0% CP	0	0
Buro Steno Operator Chairs (6)	960	203				12 12.0% CP	115	88
Doro Congress Telephones (6)	684					21.6% CP	0	0
AMD Sempron 2600 Multimedia	1,871					36.0% CP	0	0
Whiteboard 1.5 x 1.2	260	56				12 12.0% CP	31	25

Note: This Statement is to be read in conjunction with the accompanying Notes



**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Depreciation Schedule**  
**For the Year ended 31st March 2012**

Asset	Cost Price	Book Value 01/04/2011	Additions Disposals	Gain/Loss on Disposal	Capital Profit	--- Depreciation ---			Accum Deprec 31/03/2012	Book Value 31/03/2012
						Mth	Rate	\$		
Reception Office Furniture	2,146	841				12	9.6% CP	206	1,511	635
AMD Sempron 2600 Multimedia	1,946						36.0% CP	0	1,946	0
iPAQ Personal Computer	711	18				12	60.0% DV	11	704	7
Vacuum	128					12	80.4% DV	0	128	0
Garden Project at Hoki Beach Road	3,971	2,625				12	12.0% DV	315	1,661	2,310
Protac Excel Computer	799	128				12	60.0% DV	77	748	51
PA System	2,500	1,547				12	20.0% DV	309	1,262	1,238
Laptop	1,100	308				12	60.0% DV	185	977	123
Signature Cedar Sauna	8,127	6,859				12	15.6% DV	1,070	2,338	5,789
Aromatic Thermal Massage Bed	3,253	2,531				12	15.6% DV	395	1,117	2,136
48 Spring Rebounders x2	620	523				12	15.6% DV	82	179	441
KYK Water Unit	1,355	906				12	24.0% DV	217	666	689
Refrigerator	621	518				12	25.0% DV	130	233	388
Compaq Presario Laptop	710	503				12	50.0% DV	252	459	251
Ride-On Mower	1,500	1,100				12	40.0% DV	440	840	660
K-Mac Tipping Trailer	445	380				12	25.0% DV	95	160	285
Rotary Hoe	250	192				12	40.0% DV	77	135	115
Trailer & Tools	493	421				12	25.0% DV	105	177	316
Scope Wall Mounted Heater	1,529	676				12	67.0% DV	453	1,306	223
Melinda Laptop			823			5	0.0% DV	0	0	823
Data Projector			1,547			5	20.0% DV	129	129	1,418
Sub-Total	51,126	21,214	2,370					4,975	34,887	18,609
<b>TOTAL</b>	<b>277,794</b>	<b>178,442</b>	<b>8,892</b>					<b>8,999</b>	<b>108,351</b>	<b>178,335</b>

*Note: This Statement is to be read in conjunction with the accompanying Notes*

**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Schedule of Financial Leases & Term Loans**  
**As at 31st March 2012**

2011		2012	
\$		\$	\$
	<b>Westpac Term Loan - Security - First Ranking Debenture</b>		
86,981	Opening Balance	46,270	
6,414	Interest	1,202	
<u>47,124</u>	Less Payments	<u>47,473</u>	
46,270	Total Outstanding		-
46,270	Non-Current Portion		-
	<b>Westpac Term Loan - Security -</b>		
-	Advance	<u>60,000</u>	
-	Total Outstanding		60,000
-	Non-Current Portion		60,000
<u>46,270</u>	Total Non-Current Portion		<u>60,000</u>
<u>46,270</u>	<b>Total Term Loans</b>		<u>60,000</u>

*Note: This Statement is to be read in conjunction with the accompanying Notes and the Accountant's Compilation Report.*

**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Notes to the Financial Statements**  
**For the Year ended 31st March 2012**

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**1. STATEMENT OF ACCOUNTING POLICIES**

Muaupoko Tribal Authority Incorporated is an Incorporated Society. These Financial Statements have been consolidated with the Financial Statements of Muaupoko Trading Company Limited, Muaupoko Community Services Limited and Muaupoko Support Services Limited. These Financial Statements are special purpose financial statements and have been prepared for taxation purposes only, using taxation principles contained in the Income Tax Act 2007.

Unless otherwise stated, these financial statements have been prepared on an historical cost basis.

**(a) Changes in Accounting Policies**

There have been no changes in accounting policies. All policies have been applied on bases consistent with those used in previous years.

**(b) Differential Reporting**

Muaupoko Tribal Authority Incorporated is a qualifying entity in that it qualifies for Differential Reporting as it is not publicly accountable and is not large as defined under the Framework for differential reporting.

All differential reporting exemptions have been applied.

**(c) Fixed Assets & Depreciation**

The entity has the following classes of fixed assets:

- Land
- Buildings
- Motor Vehicles
- Furniture & Fittings
- Office Equipment

All fixed assets are recorded at cost less accumulated depreciation.

Depreciation of the assets has been calculated at the maximum rates permitted by the Income Tax Act 2007. The rates used are shown on the Schedule of Fixed Assets and Depreciation attached.

The property at 306 Oxford Street Levin has a Government Valuation of \$400,000 (Land Value of \$200,000)

Te Kohanga Reo National Trust Board gifted to Muaupoko Tribal Authority Incorporated the building at 306 Hokio Beach Road, Levin. The building is situated on land owned by Ruth Greenaway, the late Ann Eggar, the late Christine Dixon and the late Charles Heta. The Treasurer has estimated the value of the building to be \$50,000.

**(d) Goods & Services Tax**

These financial statements have been prepared on a GST exclusive basis.

**Muaupoko Tribal Authority Incorporated**  
**Consolidated Statements**  
**Notes to the Financial Statements**  
**For the Year ended 31st March 2012**

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**(e) Income Tax**

No provision for Income Tax has been made as there is no current or deferred tax payable.

**(f) Receivables**

Receivables are stated at their estimated realisable value. Bad debts are written off in the year in which they are identified.

**2. AUDIT**

These financial statements have been subject to audit, please refer to Auditor's Report.

**3. CONTINGENT LIABILITIES**

At balance date there are no known contingent liabilities (2011:\$0). Muaupoko Tribal Authority Incorporated has not granted any securities in respect of liabilities payable by any other party whatsoever.

**4. SECURITIES AND GUARANTEES**

There was no overdraft as at balance date nor was any facility arranged.





**AUDITORS REPORT  
MUAUPOKO TRIBAL AUTHORITY INCORPORATED  
CONSOLIDATED STATEMENTS  
FOR THE YEAR ENDED 31 MARCH 2012**

**To the Members of Muaupoko Tribal Authority Incorporated,**

I have audited the Consolidated Financial Statements on pages 1 to 9. The Consolidated Financial Statements provide information about the financial position of the Society as at 31 March 2012. This information is stated in accordance with the accounting policies set out on pages 8 to 9.

**Board's Responsibilities**

The Board is responsible for the preparation of Consolidated Financial Statements which give a true and fair view of the financial position of Muaupoko Tribal Authority Incorporated as at 31 March 2012 and of the results of its operations for the year ended on that date.

**Auditor's Responsibilities**

It is my responsibility to express an independent opinion on the Consolidated Financial Statements presented by the Board and report my opinion to you.

**Basis of Opinion**

An audit includes examining, on a test basis, evidence relevant to the amounts and disclosures in the Consolidated Financial Statements. It also includes assessing:

- the significant estimates and judgements made by the board in the preparation of the Consolidated Financial Statements; and
- whether the accounting policies are appropriate to the Society's circumstances, and consistently applied and adequately disclosed.

I conducted my audit in accordance with New Zealand Auditing Standards. I planned and performed my audit so as to obtain all the information and explanations which I considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the Consolidated Financial Statements are free from material misstatements, whether caused by fraud or error. In forming my opinion, I also evaluated the overall adequacy of the presentation of information in the Consolidated Financial Statements.

Other than in my capacity as Auditor we have no financial or other interest in Muaupoko Tribal Authority Incorporated.

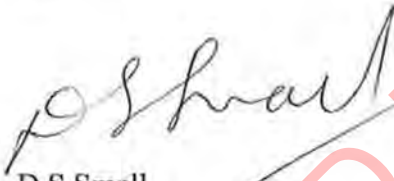
I have obtained all the information and explanations we have required.

In my opinion:

The Consolidated Financial Statements on pages 1 to 9:

- comply with generally accepted accounting practice in New Zealand,
- give a true and fair view of the financial position of Muaupoko Tribal Authority Incorporated as at 31 March 2012 and the results of its operations for the year ended on that date.

My audit was completed on 6 September 2012 and my opinion is expressed as at that date.



D S Small  
**SMALL & CO**