



TE MANA O

Ngāti Rangitihi
TRUST

Deed of Mandate

April 2015



E ngāmātāpuputu, e ngā mātātahi, e ngā whakareanga o

Te iti o Ngāti Rangitahi, tēnā koutou.

*Ō tātou tini mate e tiraha mai nā ki ngā Marae huri i te motu,
hoki atu koutou ki Hawaiki nui, ki Hawaiki roa, ki Hawaiki pā
mamao.*

*Kia ea rāno te kōrero ko te hunga mate ki te hunga mate, ko tātou
te hunga ora ki a tātou,
tēnā tātou katoa.*

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1. INTRODUCTION

1.1. This Deed of Mandate has been developed to demonstrate that Te Mana o Ngāti Rangitahi Trust (**Te Mana**) has obtained a mandate to represent Ngāti Rangitahi in negotiations with the Crown for the comprehensive settlement of all historical Treaty claims for and on behalf of the Ngāti Rangitahi iwi. It contains information and evidence of the process undertaken by Te Mana to obtain the mandate. Te Mana is pleased and humbled that it has been entrusted by the uri of Ngāti Rangitahi to enter into negotiations with the Crown to settle their historical Treaty of Waitangi grievances.

1.2. Any queries relating to the Deed of Mandate should be directed to:

Primary Contact:

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Hāpai-Ō (Chief Executive)

Te Mana o Ngāti Rangitahi Trust

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Secondary Contact:

Leith Comer

Chair

Te Mana o Ngāti Rangitahi Trust

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2. BACKGROUND TO MANDATE

Ngāti Rangitihi has been recognised by the Crown as a Large Natural Group for the purpose of Treaty of Waitangi settlement negotiations. In 2010, Te Mana Trustees commenced the process of seeking a mandate from the iwi to negotiate settlement of historical claims on their behalf. The mandate will authorise Te Mana to negotiate an initialled Deed of Settlement to be presented to Ngāti Rangitihi for ratification. A draft Mandate Strategy was developed and posted on the Office of Treaty Settlements (**OTS**) and Te Puni Kōkiri websites in 2013 and Te Mana proceeded to formally seek a mandate from the iwi in 2014. The mandate process has been invaluable to Te Mana, and feedback from the iwi has been incorporated, where appropriate, into this Deed of Mandate.

The limits of the mandate are:

2.1 Te Mana will not be able to sign a Deed of Settlement until a Crown approved ratification process has been completed. The ratification process will provide the Ngāti Rangitihi claimant community with the opportunity to approve the settlement redress that has been negotiated by the mandated representatives and the Crown as well as the Post-Settlement Governance Entity (**PSGE**).

2.2 The mandate to enter into direct negotiations with the Crown may be amended or withdrawn from Te Mana or its mandated representatives (refer 7.7.2).

There was clear support for Te Mana to enter into settlement negotiations. The voting on the mandate resolution in the voting process conducted by electionz.com was:

That Te Mana o Ngāti Rangitihi Trust is the mandated entity to enter into direct negotiations with the Crown for the comprehensive settlement of all Ngāti Rangitihi historical Treaty claims.

77% approval

There was also 76% approval for a second resolution that Te Mana apply to have long-standing customary rights and/or customary marine title over Ngāti Rangitihi takutai moana recognised under the Marine and Coastal Area (Takutai Moana) Act 2011.

The final declaration of mandate results is appended as **Appendix One**.

3. NGĀTI RANGITIHI

3.1. Who is Ngāti Rangitihī?

3.1.1. Ngāti Rangitihī is a founding member of Te Arawa. Ngāti Rangitihī derives its name from the ancestor Rangitihī.

3.1.2. Ngāti Rangitihī is an iwi that has been widely dispersed in and around the lakes district and Kaingaroa Plains of the central North Island and in the greater coastal area westwards of Matatā towards Maketu.

3.2. Eponymous Ancestors

Ngāti Rangitihī descended from the eponymous ancestor Rangitihī who was the great great grandson of Tamatekapua, the commander of Te Arawa waka. Rangitihī was born at Maketu and lived there and inland with his family.

Rangitihī was the great-grandson of Kahumatamomoe, a son of Tamatekapua and, along with Ngatoroirangi, Ihenga, and others, was one of the early explorers of the Rotorua lakes district after the landing of Te Arawa waka. The importance of Rangitihī to Te Arawa is represented in the Pou haki o Te Arawa. The two carved pou or flagpoles that stand beside the Tūpuna Whare are central to Te Arawa identity – Rangiaohia at Matatā and Tamatekapua at Ohinemutu.

Rangitihī is well-known as the progenitor for many Te Arawa iwi through his children and grandchildren. This is reinforced by the proverb:

Ngā pūmanawa e waru o Te Arawa
The eight beating hearts of Te Arawa

Of the many lines of descent from Rangitihī's eight children to the iwi of Te Arawa, a principal line for Ngāti Rangitihī comes from his third child, Rangiaohia. Two other sons of Rangitihī are also important ancestors for Ngāti Rangitihī – Apumoana and Rakeiao. Iwi tradition is that Rangiaohia was a tohunga who, together with his brother Rātōrua, challenged Rangitihī and thus avoided being made a supplicant to Tuhourangi who, despite being the youngest son, had emerged as a favourite of Rangitihī.

Rangitihī had eight children – Rātōrua; Tauruao; Rangihwakaekaeau; Rangiaohia; Rākeiao; Kawatapuarangi; Apumoana and Tuhourangi. Of Rangitihī's eight children – Rangiaohia, Apumoana and Rakeiao are significant to the uri of Ngāti Rangitihī. Rangiaohia had several children, but those best known are the three borne by his wife Rakauheketara (she is remembered in the name of the whare kai at Ngāti Rangitihī's Matatā marae). Rangiaohia's son, Mahi, married Apumoana's daughter, Rangitihikahira, and from this marriage came six children who are the common tūpuna of Ngāti Rangitihī.

3.3. Ngāti Rangitahi as the Claimant Group

- 3.3.1.** For the purposes of the Treaty settlement negotiations, Ngāti Rangitahi means all those members of Ngāti Rangitahi who, by whakapapa, legal adoption, or whāngai arrangement, can claim descent from the tipuna **Rangiaohia** (ngā uri o Rangiaohia).
- 3.3.2.** The inclusion of Apumoana was raised as an issue during the mandating hui, and the outcome of those discussions at the hui have been reflected in the current definition. Te Mana notes that the definition of Ngāti Rangitahi for the purposes of the settlement is consistent with the current Trust Deed.
- 3.3.3.** Ngāti Rangitahi are those persons whose claims would be settled as a consequence of negotiations with the Crown and who would be eligible to become beneficiaries of any settlement with the Crown.

3.4. Ngāti Rangitahi Hapū

The principal hapū of Ngāti Rangitahi are:

- Ngāti Hinerangi
- Ngāti Ihu
- Ngāti Mahi
- Ngāti Te Whareiti
- Ngāti Tionga
- Ngāti Tutangata

Ngāti Hinerangi hapū are the issue of Hinerangi, wife of Te Apiti. Ngāti Hinerangi was chosen as the name of the hapū because of Hinerangi's status as a senior woman.

Refer to the whakapapa on page 5.

3.5. Contemporary Marae

Today, Ngāti Rangitahi has one marae situated in Matatā, comprising:

- Ko Rangitahi tō mātou Marae
- Ko Rangiaohia tō mātou Whare Tūpuna
- Ko Rakauheketara tō mātou Whare Manaaki

4. WAI CLAIMS

4.1 The Wai Claims represented by Te Mana include:

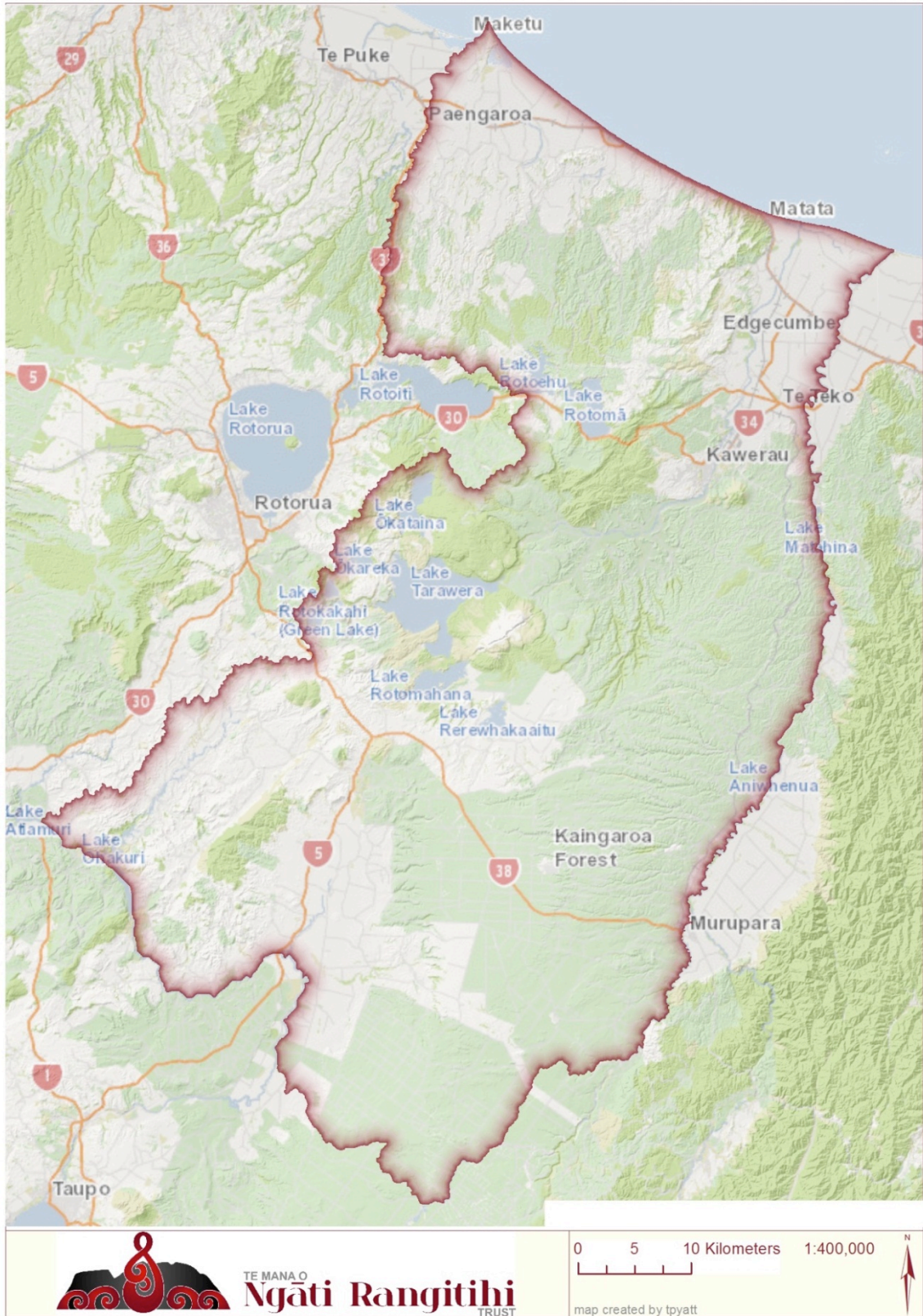
WAI 7:	Te Ariki Lands claim
WAI 319:	Kaingaroa Forest claim
WAI 524:	Ruawahia claim
WAI 872:	Pokohu Land claim
WAI 996	Ngāti Rangitihi Inland and Coastal Land Block claims
WAI 1111	Tarawera River Pollution claim
WAI 1116	Ngāti Tionga Richmond claim
WAI 1117	Ngāti Tionga Matatā claim
WAI 1118	Pikowai Beach Land claim
WAI 1119	Ngāti Mahi Matatā claim
WAI 1120	Awakaponga Urupa claim
WAI 1125:	Ngāti Rangitihi Taonga claim
WAI 1134:	Reuben Perenara and David Potter
WAI 1135:	Ngāti Rangitihi Foreshore and Seabed claim
WAI 1211:	Ngāti Mahi o Ngāti Rangitihi claim
WAI 1358:	Rangitihi of Matatā claim
WAI 1375:	Ngāti Rangitihi (Rotomahana Parekarangi 586) claim
WAI 1420:	Te Awa o Te Atua claim
WAI 1452:	Rotorua and Tauhara (Kingi, Fenwick, short and Clarke) claim
WAI 1486:	Rangi Karora and others (Ngāti Rangitihi) claim
WAI 1882:	Ngāti Rangitihi Taonga (Semmens, Butler, Cooke and Neeley) claim
WAI 1989:	Moengaroa Whānau claim

Te Mana will negotiate all remaining historical Treaty of Waitangi claims of Ngāti Rangitahi in so far as they relate to Ngāti Rangitahi, whether registered with the Waitangi Tribunal or not, for Crown breaches of the Treaty of Waitangi that occurred prior to 21 September 1992.

5. NGĀTI RANGITIHI ROHE (AREA OF INTEREST)

- 5.1** The ancestral, traditional, customary and contemporary interests of Ngāti Rangitihi cover a large area of water and land. In the north-west the interests relate to the birth place of Rangitihi and where he lived and raised a family. This area is also important as the arrival place and residence of the sacred Te Arawa waka. Rangitihi and his family grew and as such spread their interests to the inland lakes including Lake Tarawera where with Tuhourangi and other Te Arawa iwi resided for hundreds of years, building complex relationships and resource use systems. From Lake Tarawera and surrounds, the expansion of Ngāti Rangitihi whānau and hapū was inevitable and natural growth saw Ngāti Rangitihi occupying and sustaining them on the Tarawera River. This gave the iwi access to the coastal areas, inland use of the wide open spaces of the Kaingaroa plains and settlements and resource areas across streams, wetlands, and bush areas from the Paeroa range in the south-west, south to specific places on the Waikato River and east to the Rangitaiki River and beyond. The traditional estate of Ngāti Rangitihi encompasses many land blocks within these areas.
- 5.2** The following map provides a pictorial view of the Ngāti Rangitihi rohe/ area of interest, Te Mana does not claim this is an exclusive rohe/ area of interest.

Fig 2: Ngāti Rangitihi Rohe (Area of Interest)



6. OVERLAPPING CLAIMS

Ngāti Rangitihi's territory was bordered by a number of different iwi. Consequently Ngāti Rangitihi at various times formed alliances with their neighbours and were prominent players in the most significant battles Te Arawa fought against foreign invaders. Ngāti Rangitihi was involved in a number of conflicts involving not only their non-Te Arawa neighbors but also their whanaunga from within the confederation. Neighbouring iwi with overlapping interests will be one focus of Te Mana's communications. Ngāti Rangitihi identified the following iwi as potentially having overlapping customary interests:

- Ngāti Tūwharetoa
- Ngāti Rangiwewehi

Ngāti Rangitihi will also meet with these iwi listed below to discuss identified overlapping interests and then find a pathway forward, holding hui kanohi ki te kanohi, Rangatira ki te Rangatira. Ngāti Rangitihi will commence these hui on recognition of the mandate and will aim to resolve these issues to the satisfaction of all interested parties including the Crown.

Iwi that have settled their claims with the Crown and which may have an interest include:

- Ngai Tūhoe
- Ngāti Awa
- Ngāti Tūwharetoa ki Kawerau
- Ngāti Pīkiao
- Ngāti Tahu-Whaoa
- Ngāti Tarawhai
- Tuhourangi
- Ngāti Makino
- Ngāti Manawa
- Ngāti Whare
- Tapuika
- Waitaha

With Ngāti Rangitihi being a member of the Central North Island (**CNI**) Forest Collective we have met regularly with some of the above-named iwi representatives including Te Pumautanga o Te Arawa to which some of these iwi affiliate. Therefore, we can envisage a natural progression into overlapping iwi interests and will hui kanohi ki te kanohi, Rangatira ki te Rangatira tikanga.

As part of settlement negotiations with the Crown, Te Mana will discuss any overlapping claim issues that may arise during negotiations with the Crown, ensuring an open and transparent process. Should the need arise throughout the overlapping iwi hui process; a facilitator may be recruited to ensure all concerned are heard and have a right of reply.

Ngāti Rangitahi will honour a commitment of quarterly reporting to the Crown on their engagement with overlapping claimants throughout the negotiations process. Ngāti Rangitahi is aware that the satisfactory resolution of overlapping claims will be required prior to initialling a deed of settlement with the Crown.

7. THE MANDATED BODY – TE MANA

7.1 Te Mana as Mandated Body

Ngāti Rangitihī is recognised by the Crown as a Large Natural Group with over 4,000 registered beneficiaries on its Iwi Register. Te Mana is the body seeking a Deed of Mandate from the Crown to represent Ngāti Rangitihī in negotiations for the settlement of historical Treaty of Waitangi claims. Te Mana has produced a Mandate Strategy which was endorsed by the Crown and has gone to its iwi and gained clear approval to represent Ngāti Rangitihī in negotiations with the Crown.

7.2 Post Settlement Governance Entity for the CNI Settlement

Te Mana was established in 2008 as the Post Settlement Governance Entity (**PSGE**) for Ngāti Rangitihī in respect of the ‘on-account’ Central North Island (**CNI**) Forestry Settlement. It holds the Treaty Settlement assets and monies received from the Crown relating to the CNI settlement on trust for all of its beneficiaries and ‘on account’ for a later comprehensive settlement. The historical CNI forest land claims are based on historical breaches of the Treaty of Waitangi by the Crown and the desire of those iwi to secure the return of that land and to achieve an enduring settlement of those claims.

7.3 Governance

- a) Te Mana is a charitable Trust with seven trustees. The current representatives on the Trust are:

Leith Comer
Kenneth Raureti
Harina Warbrick
Tiipene Marr
Cathy Dewes
Donna Semmens
Merepeka Raukawa-Tait

- b) Trustee responsibilities include:

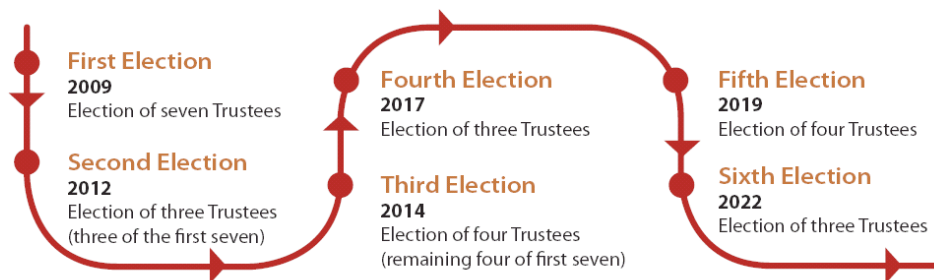
- Ensuring compliance with the statutory duties and obligations as set out in the Trustees Act 1956;
- Receiving ‘on account’ settlement assets on behalf of the claimant group as a result of the CNI Forestry Settlement;
- Prudent governance of Te Mana on behalf of the members of the tribe and in accordance with the Trust Deed;
- Ensuring the benefits of any assets grows for the future generations of Ngāti Rangitihī;
- Overall governance of the group of subsidiary or associated entities related to Te Mana;
- Appointment and removal of Directors and Trustees on the Governance of the subsidiary and associated entities; and

- Ownership and sole shareholder of the subsidiaries on behalf of its constituent iwi members as listed on the Iwi Register;
- c) Te Mana is governed by its Trust Deed. Copies are attached to the deed of mandate as **Appendix Two**
- d) Trustees meet on a bi-monthly basis. The venue alternates between Rotorua and Whakatāne. All questions and matters arising at meetings of the Trustees are decided by majority resolution of the Trustees present at the meeting, except where the number of Trustees present at a meeting is an even number and the votes are tied, in which case the Chair will have the casting vote (see Schedule 2, clause 8 of the Trust Deed).
- e) Trustees can call special meetings in accordance with the Trust Deed as required.

7.4 Appointing and Removing Trustees

7.4.1 To be elected as a Trustee a person must, at the closing date for nominations, be recorded on Te Mana iwi register as a descendant aged 18 years and over at their last birthday and be a resident in New Zealand. Each Trustee accepts the duties, obligations and liabilities attaching to the office of Trustee under the Deed when he or she signs the nomination form for election as Trustee.

7.4.2 The Trustees are elected in accordance with the rules and procedures set out in the Second Schedule of the Te Mana Trust Deed.



Te Mana’s election cycle starts from its first election in 2009 and continues through to 2022. The Trust Deed stipulates that the effective governance of Te Mana will be best achieved by the rotation of approximately half the Trustees every three years. Accordingly the second election was held in 2012 at which time three of the seven Trustees were retired by rotation, stood again for re-election and were re-elected to serve for a second term. The third election is being held in 2014 when the remaining four first Trustees will retire by rotation. The cycle of retirement rotation and elections will continue with further elections being held in 2017, 2019 and 2022. The maximum term for any Trustee is ten consecutive years.

7.4.3 Trustees can be removed in accordance with the rules and procedures set out in the Te Mana Trust Deed. A person shall cease to be a Trustee if the Trustee:

- Resigns or retires by giving at least 30 days' written notice to the Secretary;
- Dies;
- Ceases to be eligible to be a Trustee under clause 4.7 of the Trust Deed;
- Is absent without leave from three (3) consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- Is absent from New Zealand for a period of three months without obtaining leave of absence from the other Trustees;
- Fails to attend a meeting of Trustees for a period of six months;
- Becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee; or
- Is removed by a Special Resolution of all other Trustees if, in the opinion of those other Trustees, the Trustee has breached any of the collective or individual duties of the Trustees or in some other way, the continuation in office of the Trustee so removed is not in the best interests of the Trust.

7.5 Negotiating Team

- 7.5.1** As noted in the presentations to the Mandating Hui, all Trustees have responsibility for the negotiations in their role as the Board of Trustees of the mandated entity. This role includes the appointment of negotiators, signing off of key negotiation milestones, and presenting an initialled Deed of Settlement and PSGE to the iwi for ratification.
- 7.5.2** The Trustees remain accountable to Ngāti Rangitihi through the provisions of this Deed of Mandate (including provisions requiring communication and providing for the removal of the mandate), as well as the Trust Deed which provides for reporting and communication, removal of individual Trustees, and regular elections of Trustees.
- 7.5.3** The Trustees have determined that in the initial stages of the negotiations the primary contact for the negotiations will be the lead negotiator, Leith Comer, and the negotiations will be supported by the Hāpai-Ō, Anthony Olsen and legal representative, Roger Drummond . The remaining Trustees will support the lead negotiator by leading working parties to provide support and advice on Ngāti Rangitihi aspirations for the settlement. The nature and membership of those working parties will be determined to reflect the needs of the negotiations as they progress.
- 7.5.4** There will be continual review of the structure of the negotiating team by Te Mana to ensure the structure best meets the needs of the negotiations and the interests of Ngāti Rangitihi. As a result the details of this structure may change as the negotiations proceed, or may differ from earlier discussions. This remains consistent with the approach set out in the presentation to the Mandating Hui, and all negotiators appointed by Te Mana will be responsible to Te Mana and be subject to the direction of Te Mana, the terms of this Deed of Mandate, and Te Mana's Trust Deed.
- 7.5.5** The lead negotiator will be responsible for engaging in day-to-day negotiations with Crown officials. The Trustees, in their capacity as a negotiating team, and

the lead negotiator will be guided by outcomes from the working parties and other specialist tribal expertise.

The Trustees, in their capacity as a negotiation team, will make all their decisions by consensus. The lead negotiator will report on any issues or decisions for approval to the bi-monthly Te Mana Board of Trustees meetings or special meetings of Trustees as required.

Trustees will ensure the process is communicated effectively to the wider iwi as set out in paragraph 7.6.4.

7.6 Accountabilities

7.6.1 Te Mana and Ngāti Rangitihī

Te Mana is ultimately accountable to Ngāti Rangitihī. Its kaupapa as set out in Section 3 of the Trust Deed:

"Kia tu ora ai a Ngati Rangitihī i runga i tona ake Rangatiratanga mo ake tonu atu"

To enable Ngati Rangitihī to flourish in perpetuity supported by their unique self-determining capabilities.

In addition Te Mana and the negotiation team are accountable to Ngāti Rangitihī under the terms of this Deed of Mandate.

These accountabilities include the requirements to report regularly to Ngāti Rangitihī, hold regular hui regarding the process of the negotiations, the ability to withdraw the mandate, dispute resolution processes, and regular elections for Trustees.

Te Mana is interested in, and will remain open to, meeting with Wai claimants to discuss how Te Mana will represent their claims.

7.6.2 Negotiation Milestones

- a) Te Mana will approve and sign off key negotiation milestones.
- b) Te Mana will present the initialled Deed of Settlement and the proposed PSGE to the Ngāti Rangitihī people for ratification.

7.6.3 Financial Accountability

- a) Financial management of the settlement process occurs under Te Mana's current policies and procedures. This includes completion of budgets, forecasts and financial monitoring, payment approval and recording.

- b) XERO is the accounting package used by Te Mana. We also utilise the support and specialist expertise of our Accountant, as and when required.
- c) Te Mana has established a separate account to hold any Crown funding for comprehensive settlement negotiations and is committed to setting up further appropriate funding management mechanisms as required by the Office of Treaty Settlements and as set out in the earlier Mandate Strategy prepared by Te Mana.

7.6.4 Reporting and Communications

Reporting in relation to the mandate and settlement negotiations will be as follows:

- Hui at least bi-monthly during the negotiations process
- Updates at both annual and special general meetings
- Ongoing panui emailed and posted to social media
- Quarterly newsletter
- Website – www.ngatirangitahi.iwi.nz – which includes a dedicated Treaty Updates section and a Calendar to alert iwi to upcoming Treaty events

7.7 Dispute Resolution

7.7.1 Dispute Resolution Process

- a) Any dispute by an Iwi member, or group of iwi members, shall be submitted to the chairperson of Te Mana identifying their concerns;
- b) The Chairperson shall acknowledge receipt of the correspondence within 10 business days (consistent with clause 16.2 in the Trust Deed) and contact the author to arrange a meeting with the Board of Te Mana;
- c) The Chairperson shall convene a meeting of the Board of Te Mana and Kahui Kaumatua Validation Committee;
- d) At the meeting the disputing party shall have the opportunity to raise their concerns;
- e) Agreed actions to address concerns shall be documented;
- f) Where the meeting is unable to reach agreement then Te Mana shall refer the matter to the next bi-monthly Hui held in accordance with 7.6.4. Should the next Hui fall outside the 20 day resolution timeframe, parties have the option of appointing a Disputes Committee as provided for within the Trust Deed.
- g) Decisions at the hui shall be by consensus and final.

7.7.2 Withdrawal of Mandate

The mandate can be withdrawn from Te Mana if the mandated group no longer enjoys the support of the claimant community. The process to assess this and withdraw the mandate is set out below and can be commenced as a result of concerns raised by either individual members of Ngāti Rangitihī or a group of iwi members.

Prior to the withdrawal of the mandate or mandated representatives the dispute resolution process set out in paragraph 7.7.1 of the Deed of Mandate shall be undertaken. If no solution can be found and the disputing party still seeks to withdraw the mandate, the following steps must be taken:

1. A letter must be written by the disputing party to the Chairperson of Te Mana identifying the concerns and also seek a meeting to discuss these matters;
2. The letter must be cosigned by at least 150 adult members (aged 18 years and over) registered as Ngāti Rangitihī;

If the meeting between the disputing party and the Chairperson of Te Mana does not resolve the concerns then Te Mana, or the disputing party, may, having consulted with the Office of Treaty Settlements, organise a series of publicly notified hui following the same process that conferred the mandate, namely:

- Give 21 days' notice in national and regional print media;
 - Outline the kaupapa of the notified hui;
 - Provide the background to the concerns;
 - Identify the parties involved;
 - State the resolution to be put to Ngāti Rangitihī;
 - Invite a Te Puni Kōkiri observer to observe and record proceedings;
 - Arrange for voting to be organized by Electionz.com and the voting method to be the same as that for a mandate hui (including postal ballot).
3. Once the hui has been completed and the outcome of the voting process determined Te Mana and the disputing party will each inform the Office of Treaty Settlements about the result by way of letter and discuss the next steps for settlement negotiations. (This may involve some changes to the mandated body or another process to be undertaken to be agreed with officials).

7.8 Iwi Register and Validation Process

7.8.1 Te Mana has an iwi register which receives regular updates from Tūhono.

7.8.2 Registration forms are available on the Te Mana website and from the Te Mana Office. A copy of the registration form is attached and marked **Appendix Three**. Te Mana has been actively encouraging uri to register with the Trust in recent years. In addition registration forms were available at all mandate hui and uri were encouraged to register and ensure their whānau were registered. Currently there are over 4,000 registered.

7.8.3 Registrations are validated by the **Kahui Kaumatua Validation Committee** which has been established as per clause 11.1 of the Trust Deed. The Committee's role is to:

- a) determine in respect of any application by any person who wishes to be a registered member, that the person descends by whakapapa from Ngā uri o Rangiaohia or is Whāngai of an iwi member;
- b) protect the mana of Ngāti Rangitihī; and
- c) provide advice to Te Mana on matters relating to tikanga, kawa, waiata, te reo and iwi whakapapa, history, customary practices, and waahi tapu boundaries.

A person ceases to be a member of the Kahui Kaumatua Validation Committee when he or she:

- Resigns or retires by written notice to the Trustees;
- Dies; or
- Refuses or is unable to act in his or her capacity as a member of the Kahui Kaumatua Validation Committee and is removed by Ordinary Resolution of the Trustees.

8. MANDATE HUI AND VOTING

8.1 Seeking Mandate

Te Mana initiated discussions on gaining a mandate with the Office of Treaty Settlements in 2010 and formal engagement followed. Te Mana prepared to hold mandate hui and mandate voting in November 2013 but postponed the process until March 2014 in order to consider feedback from beneficiaries on the four-year review of its Trust Deed. The mandate hui and voting then went ahead.

8.2 Voting

Te Mana contracted Electionz to manage the voting process. Iwi were able to vote in three ways:

- Post;
- Internet - with individual password access; and
- Ballot box at mandate hui.

A flow chart of the process is shown in **Appendix Four**. A feature of the voting was a Register to Vote form for Iwi who wished to vote but did not wish to do so as a beneficiary of Te Mana. The form can be viewed at **Appendix Five** along with the voting paper and information materials. The Voting Process was supported by an extensive communications plan which is summarized in **Appendix Six**.

8.3 Regional Hui

After considering the geographical distribution of Ngāti Rangitihi beneficiaries, Te Mana held regional hui in the following centres:

- Auckland (7 April 2014)
- Wellington (8 April 2014)
- Christchurch (9 April 2014)
- Hamilton (11 April 2014)
- Rotorua (12 April 2014)
- Matata (13 April 2014)

The hui and voting process were promoted through two rounds of national advertising – refer **Appendix Seven** for details – along with a media release and website, social media and email panui.

8.4 Hui Proceedings

8.4.1 The presentations were led by the former Chairman of Te Mana, Graham Pryor and the Hāpai-Ō, Anthony Olsen. They comprised information on the following:

- Purpose of Hui
- Crown Policy & Process
- Mandating Process
- Voting Process
- Questions
- Call for Vote

Presentation slides can be viewed at **Appendix Eight**.

8.4.2 Te Puni Kōkiri had representatives observing at each of the hui. They gave a very positive account of meeting process and the open and candid way presenters dealt with questions. An overview of each meeting including questions and answers has been provided by Te Puni Kōkiri at **Appendix Nine**.

8.4.3 As noted in paragraph 3.3.2, the claimant definition of Ngāti Rangitihi has been refined as a result of feedback from the hui. Other issues or questions were answered in the course of the hui themselves and are reflected in the Te Puni Kōkiri minutes.

8.5 Final Declaration of Result

The final declaration of result is attached as **Appendix One**. The result for Resolution 1 is shown below:

Resolution 1

That Te Mana o Ngāti Rangitihi Trust is the mandated entity to enter into direct negotiations with the Crown for the comprehensive settlement of all Ngāti Rangitihi historical Treaty claims.

Votes Received

YES/ĀE	564 (76.11%)
NO/KAO	167 (22.54%)

A majority of 77.15% of those voting on Resolution 1 voted YES/ĀE.

The voter return was 28.46%, being 741 votes received from 2,604 eligible voters, of which 56.82% voted by post or at a hui and 43.18% voted on the internet.

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