



# Ngā Mana Whenua o Tāmaki Makaurau

The Collective Deed of Settlement & PSGE Proposal 2012 Ratification



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## Message from Mandated Negotiators

**E ngā reo e ngā mana mai i ngā maunga kōrero i ngā tōpito o te rohe  
E ngā pātaka o ngā taonga tuku iho, e pupuri nei i te mauri  
Tēnā rā koutou me te āhuatanga ki o tātou tini aitua kua pā atu kua pā mai  
E mihi ana ki te whenua, e tangi ana mō te tangata  
Rātou te hunga kua okioki ki a rātou tātou te hunga ora ki a tātou  
Tēnā ra tātou kātoa, kāti ake**

A comprehensive collective Treaty settlement redress offer has been negotiated with the Crown for the shared interests of the 13 iwi/hapū of Tāmaki Makaurau. The Crown offer is contained in the Tāmaki Makaurau Collective Deed of Settlement initialled by the representatives of the iwi/hapū and the Minister for Treaty of Waitangi Negotiations on behalf of the Crown.

You now have the opportunity to vote on whether to support the Tāmaki Makaurau Collective Deed and the proposed governance entities that will administer the settlement redress. The information contained in this booklet will enable you to make informed ratification decisions. Some of the iwi/hapū will be forwarding additional information to their members.

The Tāmaki Collective Deed sits side by side the iwi and hapū specific settlements. The redress transferred in the Collective Deed will either complete the iwi/hapū settlements already achieved or be 'on account' settlements for those iwi/hapū yet to reach final settlement. Thus, the redress provided through the Tāmaki Makaurau Collective Deed forms part of the overall settlement of your iwi/hapū historical Treaty claims. The term "settlement" for the collective deed is used in this sense throughout the booklet.

The details of the Treaty redress on offer from the Crown are set out in this booklet. Significantly, the settlement includes:

- ① the transfer of ownership of 14 maunga
- ① ownership of specified buildings on the maunga
- ① permitted cultural activities on the maunga
- ① three permanent motu area transfers (including the tihi of Rangitoto)
- ① ownership of specified buildings on the motu
- ① four motu to be vested to us and then vested back to the Crown
- ① iwi/hapū recognition on the maunga and motu by way of certificate of title notations and statements of association
- ① six of the 12 seats on the maunga co-governance authority
- ① three seats on the Auckland Conservation Board
- ① a relationship agreement with the Minister of Conservation and the Department of Conservation together with iwi/hapū specific recognition
- ① a right of first refusal over all surplus Crown-owned land and certain Crown Entity-owned land within Tāmaki Makaurau for 172 years.

Before Treaty settlement assets can be transferred, a legal structure referred to as a post-settlement governance entity ("PSGE") must be in place to receive them. Ngā Mana Whenua



o Tāmaki Makaurau has undertaken extensive work and sought expert independent advice in relation to appropriate PSGEs to receive and manage the cultural and commercial settlement redress. Given the scale and complexity of the collective settlement, two PSGEs are proposed – a cultural PSGE<sup>1</sup> and a commercial PSGE<sup>2</sup>. Importantly, these PSGEs have been designed in way that ensures accountability, transparency and representation for the people of the iwi and hapū.

The mandated negotiators for the 13 iwi/hapū in Tāmaki Makaurau believe the Crown's offer is the best available. We therefore all urge you to vote 'Yes' to both resolutions being put to you - one to accept the offer of cultural and commercial redress and enable the settlement to proceed to Parliament to be secured in legislation, and the second to accept the two PSGEs.

As with all Treaty settlements, it is not perfect but it was never going to be. The real strength of the settlement will be in what we do with it. It is now up to us all and we believe the right decision is to vote yes to both resolutions.

From the mandated negotiators for:

- |   |  |   |
|---|--|---|
|  Ngāi Tai ki Tāmaki         |  Ngāti Maru              |  Ngāti Pāoa           |
|  Ngāti Tamaoho             |  Ngāti Tamaterā         |  Ngāti Te Ata        |
|  Ngāti Whanaunga           |  Ngāti Whātua o Kaipara |  Ngāti Whātua Ōrākei |
|  Te Ākitai Waiohū          |  Te Kawerau ā Maki      |  Te Patukirikiri     |
|  Te Rūnanga o Ngāti Whātua |  |   |

<sup>1</sup>Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust.

<sup>2</sup>Whenua Haumi Roroa o Tāmaki Makaurau [Right of First Refusal] Limited Partnership.

*The words in parentheses are included in this booklet for illustrative purposes and do not form part of the formal name.*

# 1. Overview

Ngā Mana Whenua o Tāmaki Makaurau is the collective name for the 13 iwi/hapū with historical Treaty claims in wider Tāmaki Makaurau.

The members of Ngā Mana Whenua o Tāmaki Makaurau are (in alphabetical order):

- Ngāi Tai ki Tāmaki
- Ngāti Tamaoho
- Ngāti Whanaunga
- Te Ākitai Waiohua
- Te Rūnanga o Ngāti Whātua
- Ngāti Maru
- Ngāti Tamaterā
- Ngāti Whātua o Kaipara
- Te Kawerau ā Maki
- Ngāti Pāoa
- Ngāti Te Ata
- Ngāti Whātua Ōrākei
- Te Patukirikiri

Settlement of the specific claims of each tribe is progressing, and in some cases has been completed, through negotiations between the Crown and each iwi/hapū. At the same time, the Crown has been negotiating with Ngā Mana Whenua o Tāmaki Makaurau to agree collective redress in relation to specified maunga, motu and lands within Tāmaki Makaurau.<sup>3</sup>

The collective approach recognises that the iwi and hapū have various shared customary interests within Tāmaki Makaurau such that a collective redress package is appropriate. A collective approach also provides a platform for the greater exercise of whanaungatanga and kotahitanga between the iwi/hapū of Tāmaki Makaurau.

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<sup>3</sup> Ngā Mana Whenua o Tāmaki Makaurau has been represented in negotiations by a collective body referred to as the Tāmaki Collective. The Tāmaki Collective comprises mandated representatives from each of the member iwi/hapū. Redress in relation to the Waitematā and Manukau Harbours will also be considered on a collective basis through separate collective negotiations after the Tāmaki Collective Deed of Settlement is signed.

The Tāmaki Makaurau Treaty negotiation area is shown in the following map:



Ngā Mana Whenua o Tāmaki Makaurau and the Crown signed a Framework Agreement on 12 February 2010 and a Record of Agreement on 5 November 2011 setting out the parameters of the collective redress to be provided by the Crown. On 7 June 2012 Ngā Mana Whenua o Tāmaki Makaurau and the Crown initialled the Tāmaki Collective Deed (“Collective Deed”) which developed those agreements.

All eligible members<sup>4</sup> of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau now have the opportunity to vote on whether to support the Tāmaki Makaurau Collective Deed and the associated post settlement governance entities. This process is called Ratification.

The collective redress provided by the Collective Deed will be shared by all members of Ngā Mana Whenua o Tāmaki Makaurau and will form part of each iwi/hapū settlement. **The Collective Deed itself does not extinguish any of the historical claims of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau.**

Within Ngā Mana Whenua o Tāmaki Makaurau, the iwi/hapū are grouped into the following three rōpū (in alphabetical order):

- 🌀 Marutūāhu Rōpū: Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga, Te Patukirikiri;
- 🌀 Ngāti Whātua Rōpū: Ngāti Whātua o Kaipara, Ngāti Whātua Ōrākei, Te Rūnanga o Ngāti Whātua; and
- 🌀 Waiohua Tāmaki Rōpū: Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Ngāti Te Ata, Te Ākitai Waiohua, Te Kawerau ā Maki.

Before Treaty settlement redress can be transferred, a legal structure referred to as post-settlement governance entity (“PSGE”) must be in place to receive them. Ngā Mana Whenua o Tāmaki Makaurau has undertaken extensive work and sought expert independent advice in relation to appropriate PSGEs to receive and manage the cultural and commercial settlement assets. Given the scale and complexity of the collective settlement, two PSGEs are proposed – a cultural PSGE<sup>5</sup> and a commercial PSGE<sup>6</sup>. Importantly, these PSGEs have been designed in way that ensures there is accountability, transparency and representation for the people of the iwi and hapū.

As part of the ratification process, members of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau are also being asked to vote to approve the proposed PSGEs that will administer the cultural and commercial redress on behalf of Ngā Mana Whenua o Tāmaki Makaurau.

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<sup>4</sup> All adult members 18 or over (see Section 3).

<sup>5</sup> Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust.

<sup>6</sup> Whenua Haumi Roroa o Tāmaki Makaurau [Right of First Refusal] Limited Partnership.



## 2. Crown Offer

The Crown's settlement offer, as presented in the Collective Deed, includes:

 **Cultural Redress:** The cultural redress provides Ngā Mana Whenua o Tāmaki Makaurau a range of mechanisms to have taonga returned, protected and be involved in their governance and management. It includes:

-  the transfer of ownership of 14 maunga
-  ownership of specified buildings on the maunga
-  permitted cultural activities on the maunga
-  three permanent motu area transfers (including the tihī of Rangitoto)
-  ownership of specified buildings on the motu
-  four motu to be vested to us and then vested back to the Crown
-  iwi/hapū recognition on the maunga and motu by way of certificate of title notations and statements of association
-  six of the 12 seats on the maunga co-governance authority
-  three seats on the Auckland Conservation Board
-  a relationship agreement with the Minister of Conservation and the Department of Conservation together with iwi/hapū specific recognition.

 **Commercial Redress:** The commercial redress provides mechanisms to assist Ngā Mana Whenua o Tāmaki Makaurau to develop economic, social and cultural well-being at a collective and iwi/hapū level. The 172 year, Auckland wide right of first refusal ("RFR") regime gives the members of Ngā Mana Whenua o Tāmaki Makaurau the right and opportunity to purchase surplus Crown-owned land and certain Crown Entity-owned land.

More detail on the redress contained in the Collective Deed is provided in sections 5 and 6.



The landscape of wider Auckland will be forever changed by this settlement. Ngā Mana Whenua o Tāmaki Makaurau will have a tangible and high profile presence in Auckland through the ownership of the tūpuna maunga and motu being transferred, our role in the governance of those maunga and motu, and the ownership/management of properties that arise through the RFR mechanism. The negotiation of collective redress has also been a springboard for negotiating the settlement of the respective iwi/hapū historical Treaty claims.

A full copy of the Collective Deed and the PSGE documents can be obtained from:

- 🌀 The offices of each iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau;
- 🌀 The websites of each iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau (listed in the table below); and
- 🌀 The Office of Treaty Settlements website: [www.ots.govt.nz](http://www.ots.govt.nz) (Collective Deed only).

Iwi/Hapū	Website
Ngāi Tai ki Tāmaki	<a href="http://www.ngaitai-ki-tamaki.co.nz">www.ngaitai-ki-tamaki.co.nz</a>
Ngāti Maru	<a href="http://www.ngatimaru.iwi.nz">www.ngatimaru.iwi.nz</a>
Ngāti Pāoa	<a href="http://www.ngatipaoa.co.nz">www.ngatipaoa.co.nz</a>
Ngāti Tamaoho	<a href="http://www.tamaoho.maori.nz">www.tamaoho.maori.nz</a>
Ngāti Tamaterā	<a href="http://www.tamatera.co.nz">www.tamatera.co.nz</a>
Ngāti Te Ata	<a href="http://www.ngatiteata.iwi.nz">www.ngatiteata.iwi.nz</a>
Ngāti Whanaunga	<a href="http://www.ngaatiwhanaunga.maori.nz">www.ngaatiwhanaunga.maori.nz</a>
Ngāti Whātua o Kaipara	<a href="http://www.kaiparamoana.com">www.kaiparamoana.com</a>
Ngāti Whātua Ōrākei	<a href="http://www.ngatiwhatuaorakei.com">www.ngatiwhatuaorakei.com</a>
Te Ākitai Waiohūa	<a href="http://www.teakitai.com">www.teakitai.com</a>
Te Kawerau ā Maki	<a href="http://www.tekawerau.iwi.nz">www.tekawerau.iwi.nz</a>
Te Patukirikiri	<a href="http://www.patukirikiri.iwi.nz">www.patukirikiri.iwi.nz</a>
Te Rūnanga o Ngāti Whātua	<a href="http://www.ngatiwhatua.iwi.nz">www.ngatiwhatua.iwi.nz</a>



### 3. Eligibility to vote

The Collective Deed and the collective PSGEs are subject to ratification by members of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau.

All adult members (people aged 18 and over) of the iwi/hapū are eligible to vote and are encouraged to do so.

If you are a member of more than one iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau you may vote for each iwi/hapū that you are registered with. For example, if someone is a member of Ngāti Te Ata, Te Patukirikiri and Te Rūnanga o Ngāti Whātua then they may vote once for each of those tribes. This will result in some members who are validly registered with multiple iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau casting a vote for each tribe.

This process for voting will allow the Crown and Ngā Mana Whenua o Tāmaki Makaurau to determine the rates at which each iwi/hapū ratify the Collective Deed and PSGEs.

If someone you know is not yet registered with their iwi/hapū please encourage them to enrol before voting closes by contacting the office or visiting the website of their iwi/hapū (see the previous table). People will also be able to register at the information hui (see section 8) and vote through the special vote process.



## 4. Voting process

### Voting period

The voting period will run for six weeks, from Monday 2 July 2012 to noon, Friday 10 August 2012.

Eligible members of the iwi/hapū have three ways to vote:

- 🌀 Postal voting;
- 🌀 Electronic voting; and
- 🌀 Vote submitted in person at ratification information hui.

### Resolutions

Eligible members of the iwi/hapū are invited to vote on two resolutions.

Each eligible voter will be invited to make one vote for each of the following resolutions using their voting method of choice:

*“I, as a member of [name of iwi/hapū], support the Tāmaki Makaurau Collective Deed of Settlement. YES/NO”; and*

*“I, as a member of [name of iwi/hapū], agree that the Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust and the Whenua Haumi Roroa o Tāmaki Makaurau [Right of First Refusal] Limited Partnership will be the post-settlement governance entities for the Tāmaki Makaurau Collective Settlement. YES/NO”*

### Special vote process

Special votes can be made at any of the ratification information hui or by contacting the Returning Officer on the tollfree election helpline – 0508 666 104.

Voters must complete a special voting form if they:

- 🌀 turn 18 years during the voting period; or
- 🌀 enrol as an iwi/hapū member during the voting period.

## 5. Cultural Redress

The proposed collective redress provides a range of measures that recognises the mana of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau in relation to the taonga.

These cultural redress mechanisms:

- ① Recognise customary interests, enhancing the ability to have the values of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau acknowledged and provided for.
- ② Provide opportunities for active governance and management of the tūpuna maunga and motu.
- ③ Create partnerships and relationships with government departments and other agencies, such as local bodies, which play significant roles in the areas in which respective mana whenua have traditional and cultural interests.

Below is a summary of the proposed cultural redress in the Collective Deed.

### Transfer of Tūpuna Maunga to Ngā Mana Whenua o Tāmaki Makaurau

The settlement will vest 14 tūpuna maunga (volcanic cones) in Ngā Mana Whenua o Tāmaki Makaurau, on the condition that they are held in trust (by the Tūpuna Taonga o Tāmaki Makaurau [Cultural redress] Trust) for the common benefit of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau and other people of Auckland. The tūpuna maunga will vest as reserves and public access will be protected.

	Maunga	Current Reserve Classification
1.	Matukutūruru / Wiri	Historic
2.	Maungakiekie / One Tree Hill	Recreation
3.	Maungarei / Mount Wellington	Recreation
4.	Maungauika / North Head	Historic
5.	Maungawhau / Mount Eden	Historic, Recreation
6.	Mount Albert	Recreation
7.	Mount Roskill	Recreation
8.	Mount St John	Recreation
9.	Ōhinerau / Mount Hobson	Recreation
10.	Ōhūiarangi / Pigeon Mountain	Historic, Recreation
11.	Ōtāhuhu / Mount Richmond	Recreation
12.	Rarotonga / Mount Smart	Recreation
13.	Takarunga / Mount Victoria	Recreation, Local Purpose (community buildings)
14.	Te Tātua a Riukiuta	Recreation



Also, specified buildings on the maunga will vest in Ngā Mana Whenua o Tāmaki Makaurau.

There are three mechanisms for iwi/hapū specific recognition for the maunga:

- ④ Each of the iwi/hapū have the opportunity to have recorded on the computer freehold register for each maunga that they have spiritual, ancestral, cultural, customary and historical interests in the maunga.
- ④ Each of the iwi/hapū have the opportunity to record statements of their particular spiritual, ancestral, cultural, customary and historical interests in the maunga.
- ④ Each of the iwi/hapū have the opportunity to have a decision-making role in respect of authorising specified cultural activities on the maunga.

With the exception of Maungauika/North Head and Rarotonga/Mount Smart (see below), the tūpuna maunga will be subject to a co-governance regime. A statutory co-governance body called the Tūpuna Maunga o Tāmaki Makaurau Authority (“Maunga Authority”) will govern and oversee the administration and management of the tūpuna maunga.

The Maunga Authority will be made up of six representatives from Ngā Mana Whenua o Tāmaki Makaurau and six representatives from the Auckland Council. There will also be a non-voting Crown representative appointed by the Minister for Arts, Culture and Heritage for a three year term, which can be extended for any period with the agreement of all parties.

The Ngā Mana Whenua o Tāmaki Makaurau representatives will be appointed by the three rūpū entities. The Marutūāhu Rōpū will have two members, the Ngāti Whātua Rōpū will have two members and the Waiohua Tāmaki Rōpū will have two members. The Auckland Council will be responsible for the day-to-day management of the tūpuna maunga as agreed between Ngā Mana Whenua o Tāmaki Makaurau and Auckland Council.

Mount Māngere will also be co-governed by the Tūpuna Maunga o Tāmaki Makaurau Authority. This maunga will continue to be owned by the Crown for the time being and managed on a day-to-day basis by the Auckland Council.

Maungauika/North Head will sit outside of the co-governance regime for the time being. While ownership of Maungauika/North Head will transfer to Ngā Mana Whenua o Tāmaki Makaurau, the Department of Conservation will continue to have responsibility for its administration and day-to-day management until a decision is made by Auckland Council as to whether it wishes to agree to the inclusion of Maungauika/North Head within the co-governance regime for the maunga. During that period, the Department of Conservation will have a separate agreement with the Ngā Mana Whenua o Tāmaki Makaurau over matters such as decision-making on concessions. The settlement will allow for the Auckland Council to take on the management of Maungauika/North Head if it chooses to do so at a future point, at which time the maunga would come under the co-governance regime of the Maunga Authority.

While ownership of Rarotonga/Mount Smart will transfer to Ngā Mana Whenua o Tāmaki Makaurau, it will also sit outside of the co-governance regime due to the provisions of the Mount Smart Regional Recreation Centre Act 1985. The Auckland Council will continue to administer Mount Smart under that Act. There is an opportunity to explore input by Ngā Mana Whenua o Tāmaki Makaurau on aspects of the Mount Smart administration.

## Vesting of Motu

The settlement will vest four motu (islands) in Ngā Mana Whenua o Tāmaki Makaurau for a one month period, after which Ngā Mana Whenua o Tāmaki Makaurau will vest back the motu to the Crown for the benefit of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau and other New Zealanders. Ngā Mana Whenua o Tāmaki Makaurau will have up to 12 months to decide when the vesting and vest back will take place. The motu are:

- 🌀 Rangitoto
- 🌀 Motutapu
- 🌀 Motuihe
- 🌀 Tiritiri Matangi.

This arrangement provides recognition of the spiritual and cultural significance that the iwi and hapū have with the motu. The sites will continue to be subject to reserve status and there will be no change to the management arrangements for the motu during and after the vesting and vest back.

Three areas on Rangitoto will vest in the permanent ownership of Ngā Mana Whenua o Tāmaki Makaurau on the effective date of the settlement. They are the summit of Rangitoto (to be named Ngā Pona-Toru-a-Peretū) and two sites at Islington Bay, which is associated with historical waka mooring (land associated with Islington Bay Community Hall/tennis court and Islington Bay Bach 80). These sites will continue to be subject to reserve classification.

There are two mechanisms for iwi/hapū specific recognition for the motu:

- 🌀 Each of the iwi/hapū have the opportunity to record statements of their particular spiritual, ancestral, cultural, customary and historical interests in the motu in the Deed of Settlement and in the Gazette; and
- 🌀 Each of the iwi/hapū have the opportunity to have recorded on the computer freehold register for the Rangitoto properties that they have spiritual, ancestral, cultural, customary and historical interests in the Rangitoto properties.

In addition, each of the iwi/hapū have the right to seek redress on those parts of motu which are Crown-owned.

Public access to Ngā Pona-Toru-a-Peretū and the Islington Bay Community Hall property will be protected. Ngā Mana Whenua o Tāmaki Makaurau will have a special right to use the Community Hall and exclusive use of Bach 80. The new Ngā Pona-Toru-a-Peretū Scenic Reserve will continue to be administered by the Department of Conservation.

## Co-governance arrangements for public conservation land

The Collective Deed provides for the following arrangements in relation to conservation land:

- 🌀 A relationship agreement with the Minister of Conservation and the Department of Conservation.
- 🌀 The development of a conservation management plan for Rangitoto, Motutapu, Motukorea and Motuihe Islands. Ngā Mana Whenua o Tāmaki Makaurau will have an equivalent role to the Auckland Conservation Board in developing this plan, including reviewing drafts, hearing submissions and finally approving the plan.

- 3 seats for Ngā Mana Whenua o Tāmaki Makaurau on the Auckland Conservation Board, one nominee coming from each of the three rōpū entities.
- Annual meetings between the Department of Conservation and the Maunga Authority.

### Geographic name changes

Eighteen existing geographic names will change and two areas that do not currently have official names will be assigned geographic names. Most of these changes relate to tūpuna maunga. The name changes are set out in an appendix to this booklet.

### Harbours

The Crown acknowledges that the Waitematā and Manukau Harbours are of extremely high spiritual, ancestral, cultural, customary and historical importance to the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau. The Collective Deed does not, however, provide for cultural redress in relation to the Waitematā and Manukau Harbours, as that is to be developed in future separate negotiations which will commence after the Collective Deed is signed.

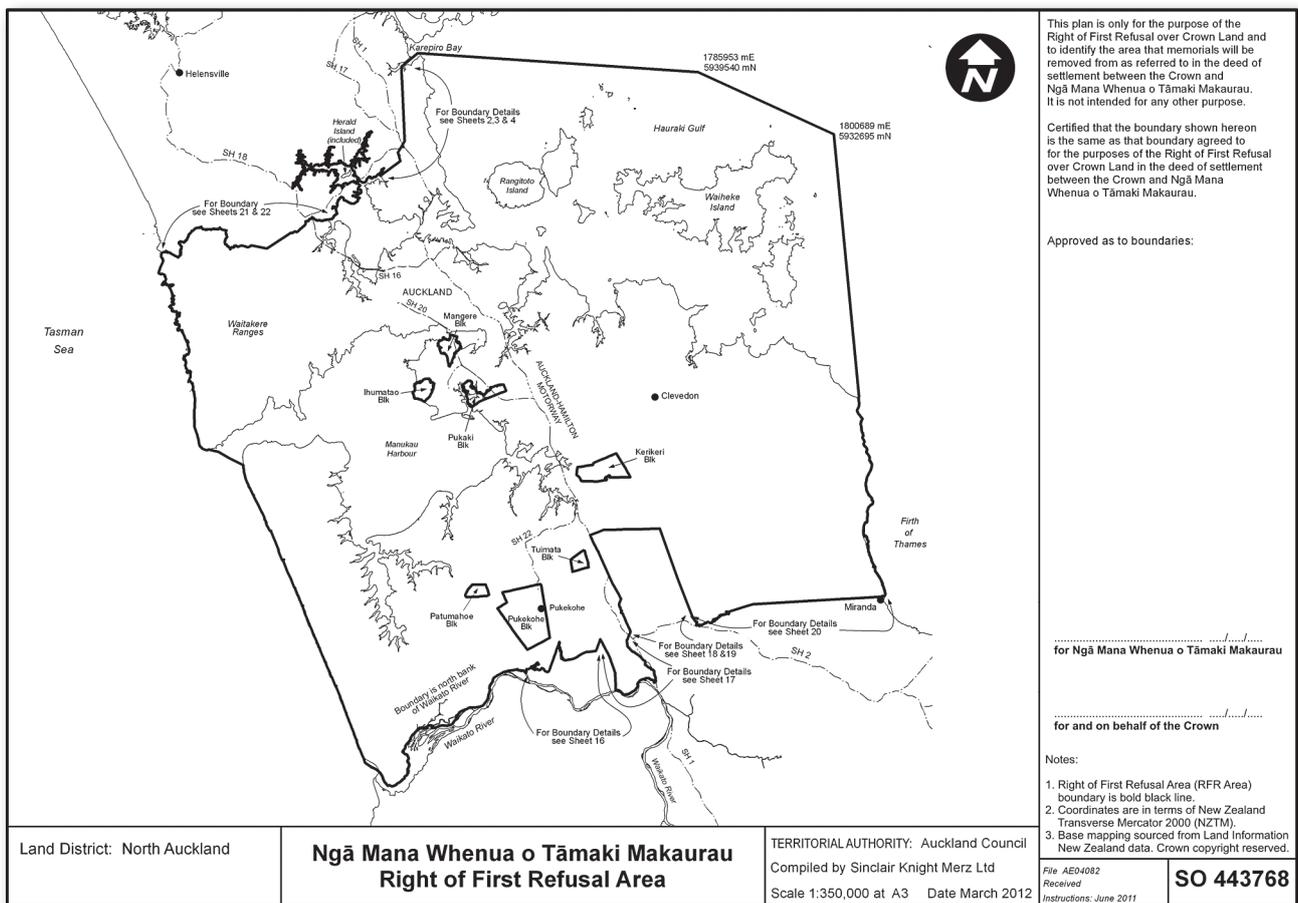


## 6. Commercial Redress

The Commercial Redress component of the settlement offer consists of measures that will assist the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau to secure and grow their economic base.

### Right of First Refusal

The iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau will have an exclusive right of first refusal (RFR) for 172 years<sup>7</sup> over Crown-owned land and certain Crown Entity-owned land in Auckland that becomes surplus in the area specified in the Collective Deed as illustrated below:

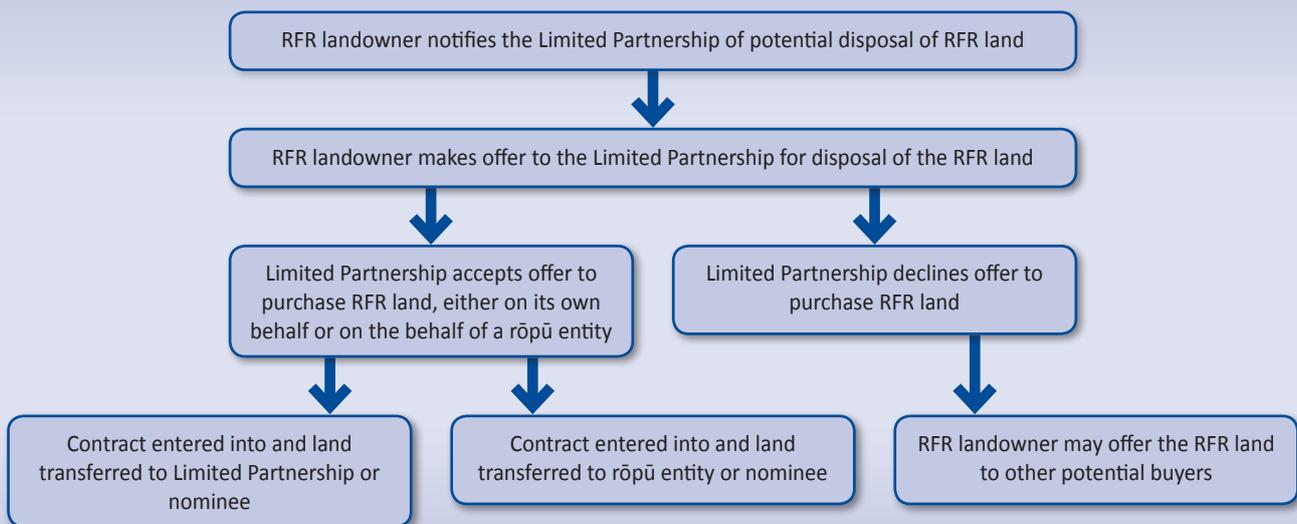


The RFR means that when Crown or particular Crown Entity land in the specified area becomes available for purchase at any time in the 172 years following the implementation of the Collective Deed, the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau will have the exclusive right to purchase the land at market value ahead of any other potential buyer. However, the RFR is not to apply to land that is required for the settling of iwi/hapū historical claims under the Treaty of Waitangi.

<sup>7</sup> This is the number of years since the Treaty of Waitangi was signed.

The RFR will operate through the Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership and the three rūpū entities (discussed in the next section).

The following diagram summarises how the RFR process will work:



The RFR will operate on a carousel-type arrangement. This will be discussed in more detail at the ratification information hui.

## Second Right to Purchase

The Collective Deed provides that the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau will be given the right to purchase any deferred selection properties that are included in the respective iwi/hapū settlements, but not ultimately selected or acquired by that iwi/hapū.

## Financial redress

The Collective Deed does not include provision of a monetary sum to Ngā Mana Whenua o Tāmaki Makaurau. Provision of financial redress is being addressed through iwi / hapū specific settlements.

## 7. Post-Settlement Governance Entities

Before settlement redress can be transferred, a legal structure referred to as a post-settlement governance entity (“**PSGE**”) must be in place to receive and oversee them. For the Tāmaki Collective settlement, it is proposed that two PSGEs are established - one for the cultural redress and one for the commercial redress. The proposed entities have been approved by the Crown, which provides assurance that the entities meet accepted standards of good governance and fair representation of iwi/hapū members.

All adult registered members of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau are entitled to vote on whether the proposed collective entities will be the PSGEs for Ngā Mana Whenua o Tāmaki Makaurau.

A detailed explanation of the proposed structures will be provided as part of the information hui and a copy of the proposed PSGE Deeds and other relevant documentation can be obtained from the office or website of each iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau.

This section provides an overview of the proposed PSGEs and how they fit within the broader post-settlement operating structure. Expert advice has been taken to identify the best option for the Ngā Mana Whenua o Tāmaki Makaurau governance arrangements, with the aim of achieving effective structures that comply with legislative requirements.

The independent experts engaged by Ngā Mana Whenua o Tāmaki Makaurau have confirmed that the proposal outlined below offers the most effective means to manage the redress acquired in the settlement process to establish enduring benefits for the iwi/hapū.

The proposed governance structure is made up of:

- 
**The Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust:** it will, via the Trustee, receive the cultural redress on behalf of Ngā Mana Whenua o Tāmaki Makaurau.
- 
**The Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership:** it will, via the general partner, receive and manage the commercial redress on behalf of Ngā Mana Whenua o Tāmaki Makaurau.
- 
**Three Rōpū entities:** these will be limited partnerships and will act as a bridge between the Collective PSGEs and the respective iwi/hapū PSGEs. They will administer RFR and second right to purchase property opportunities received by the Rōpū and will each appoint two directors on the Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership (a total of six), two members for the Maunga Authority (a total of six) and each nominate one member to the Auckland Conservation Board (a total of three).
- 
**Iwi-specific PSGEs:** these will be able to invest in RFR properties for the benefit of the particular iwi/hapū either directly or via the Rōpū entity, dependent on the approach agreed for that Rōpū.



## The Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust

### Purpose of the Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust

The Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust will, via the Trustee, receive and manage the cultural redress on behalf of Ngā Mana Whenua o Tāmaki Makaurau, and do so in trust on behalf of the iwi/hapū.

The Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust will also facilitate the appointment, by the Rōpū entities, of their respective members on the Maunga Authority, and nomination, by the Rōpū entities, of their respective members on the Auckland Conservation Board.

### Structure of the Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust

A limited liability company called Tūpuna Taonga o Tāmaki Makaurau Trust Limited (“Taonga Trust Limited”) will be the Trustee for the Trust. The directors of the Taonga Trust Limited will be appointed by the three Rōpū entities. Each Rōpū entity will appoint two directors (a total of six). Initially, each Rōpū entity will appoint one director for a term of two years and one director for a term of four years. After that, all directors will be appointed for a term of four years. Retiring directors will be eligible for re-appointment.

The Taonga Trust Limited will oversee the business and affairs of the Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust.

The three Rōpū entities will be the named beneficiaries of the Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust, which in turn will represent the interests of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau.

### Transparency and accountability of the Tūpuna Taonga o Tāmaki Makaurau [Cultural Redress] Trust

The Taonga Trust Limited will produce a Statement of Intent every year. The Statement of Intent will cover (among other things):

- ④ The strategic vision of the Trust;
- ④ The nature and scope of activities proposed by the Trust;
- ④ The performance targets and measurements by which the performance of the Trust may be judged; and
- ④ Any proposals for ongoing management of the Trust’s assets.

The Taonga Trust Limited will hold an Annual General Meeting (“AGM”) each year for the members of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau.

At each AGM the Taonga Trust Limited will (among other things):

- ④ report on the operation of the Trust during the previous year;
- ④ present the Annual Report for the Trust for the previous year; and
- ④ present the Statement of Intent for the current year.

There will also be three Special General Meetings (“SGM”) held between each AGM to present a short report on the operation of the Trust to the members of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau. SGMs may also be convened in other circumstances as specified in Schedule 1 of the Trust Deed.

Notice of an AGM or SGM will be given at least 14 days in advance of the meeting.

Registered adult members of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau will be entitled to vote on a range of resolutions, including to:

- ① approve the remuneration of the directors of Taonga Trust Limited;
- ① authorise Taonga Trust Limited to enter into a major transaction;
- ① amend the Trust Deed or the constitution of Taonga Trust Limited; and
- ① decide any matter that would normally considered by Taonga Trust Limited where a number of the directors have a financial interest in that matter.

## The Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership and the Rōpū limited partnerships

The Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership and the Rōpū limited partnerships will manage the RFR on behalf of Ngā Mana Whenua o Tāmaki Makaurau.

### What is a limited partnership?

In business terms, a partnership is an entity made up of a group of people or other entities, who agree to carry on a business together with a view to profit. A limited partnership is a special type of partnership. It has a legal personality separate from its partners (like a company has a separate legal personality from its shareholders) and is comprised of one or more general partners and one or more limited partners. A person cannot be a general partner and a limited partner in the same limited partnership. The key differences between general partners and limited partners are set out as follows:

General Partner	Limited Partner
Responsible for the management of the limited partnership	Prohibited from participating in the management of the limited partnership.
Liable for the unpaid debts of the limited partnership to the extent that the debts cannot be met by the limited partnership itself.	Similar to shareholders of a company, in the sense that they have “limited” liability. Limited partners are usually only liable for the amount of any capital contribution they have made to the limited partnership.

### Why limited partnerships?

A limited partnership accurately reflects the nature of the collective RFR arrangements and allows maximum discretion for each iwi PSGE to determine its own internal ‘fit for purpose’ structuring. At the same time it provides for the strong accountability, transparency and representation principles required.

The limited partnership structure will facilitate a chain of accountability and representation from the Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership through the Rōpū entities, to the iwi/hapū PSGEs and to each iwi/hapū.

The collective limited partnership will be controlled by the collective general partner (discussed below), which in turn will be controlled by and accountable to the three Rōpū general partners, who in turn will be controlled by and accountable to each of their respective constituent iwi/hapū PSGEs, and who in turn will represent and be accountable to their respective beneficiaries.

RFR opportunities under a certain threshold will be available for investment by individual Rōpū entities through a “carousel” mechanism. The limited partnership structure will allow each of the three Rōpū entities to decide whether to realise RFR opportunities collectively on an investment by investment basis, and whether to participate fully in each investment or on a differential basis.

The Rōpū entities (limited partnerships)

The three Rōpū entities will be (in alphabetical order):

 The Marutūāhu Rōpū entity, representing:

-  Ngāti Maru
-  Ngāti Pāoa
-  Ngāti Tamaterā
-  Ngāti Whanaunga
-  Te Patukirikiri

 The Ngāti Whātua Rōpū entity, representing:

-  Ngāti Whātua o Kaipara
-  Ngāti Whātua Ōrākei
-  Te Rūnanga o Ngāti Whātua

 The Waiohua Tāmaki Rōpū entity, representing:

-  Ngāi Tai ki Tāmaki
-  Ngāti Tamaoho
-  Ngāti Te Ata
-  Te Ākitai Waiohua
-  Te Kawerau ā Maki

The three Rōpū entities will each establish a limited partnership to be the limited partners in the Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership.

The Rōpū entity limited partnerships will be established prior to the introduction of the Tāmaki Makaurau collective legislation. The affairs of the three Rōpū limited partnerships will each be managed by their own general partner, which will be an incorporated company jointly owned by the iwi/hapū PSGEs of that Rōpū.

There will be a Limited Partnership Agreement to govern the relationship between the Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership and the three Rōpū entities. This partnership agreement will only be able to be changed by the agreement of all the parties.

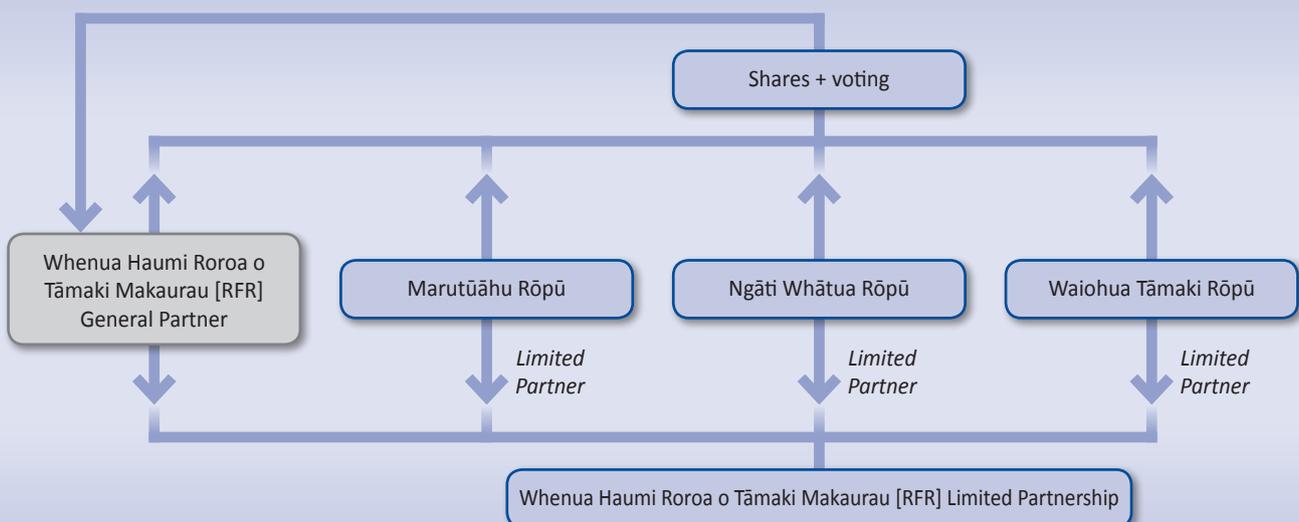
The general partner in the Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership Limited partners cannot directly participate in the management of the limited partnership. This is the sole responsibility of the general partner.

The three Rōpū entities will each own an equal share in a company (the Whenua Haumi Roroa o Tāmaki Makaurau [RFR] General Partner Limited) that will be formed to be the general partner of the limited partnership. Each Rōpū will appoint two directors each to the board of that company (a total of six). The Whenua Haumi Roroa o Tāmaki Makaurau [RFR] General Partner Limited, as the general partner, will manage the business of the limited partnership for the three Rōpū.

The general partner company will be controlled by and accountable to the three Rōpū entities, which will in turn be controlled by the respective iwi/hapū PSGEs. The Rōpū entities will have the right to remove and appoint directors to the board of the collective general partner and to ensure accountability at the collective level.

The general partner must comply with and is constrained by the terms of the Limited Partnership Agreement.

In addition, each Rōpū general partner can be constrained by the terms of the Limited Partnership Agreement and less directly by any statement of intent which any iwi has with the limited partner it has established to participate in the Rōpū entity.



## Transparency

The general partners of the three Rōpū limited partnerships and the collective limited partnership will prepare “strategic plans” to be approved by the respective limited partners. The strategic plan will set out the activities of the limited partnership and its long-term strategic vision. The general partner will be required to act consistently with the strategic plan, annual plan and budget.

The general partner of each limited partnership (at both collective and rōpū levels) will be required to provide quarterly reports to the limited partners regarding the conduct of the limited partnership.

The general partner of each limited partnership will ensure accounts are kept and financial statements prepared in respect of each financial year in accordance with the Limited Partnerships Act 2008 and generally accepted accounting principles. Those financial statements will be audited.

## Representation

The members of each iwi/hapū will elect the trustees of their iwi/hapū PSGE. The iwi/hapū PSGEs in a rōpū will be the limited partners in that rōpū limited partnership.

The boards of the general partners will be constituted by the limited partners appointing directors to that board.

Each rōpū entity will be able to influence the general partner of the collective limited partnership by way of their representative directors on the board of the general partner exercising available votes. The directors must act in the best interests of the general partner.

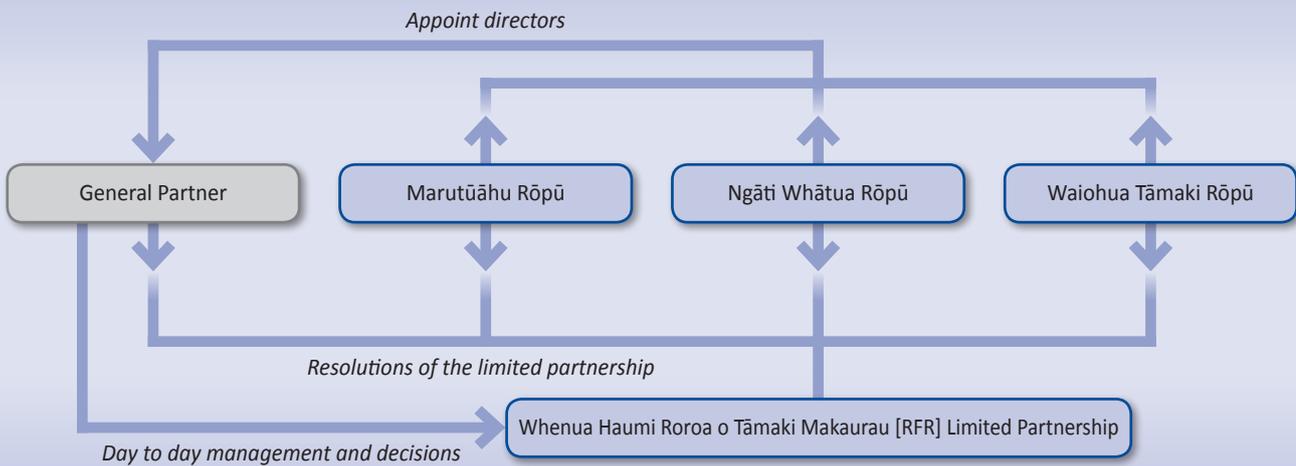
Through the directors on the board of the general partner, the limited partners in each limited partnership will be able to decide whether to participate in RFR investments (in accordance with the procedures set out in the limited partnership agreements).

## What involvement can the Rōpū entities / limited partners have in the decision making of the limited partnership?

The Rōpū entities, as limited partners, cannot directly take part in the management of the Whenua Haumi Roroa o Tāmaki Makaurau [RFR] Limited Partnership. Limited partners can, however, be involved in other ways.

- ④ They will be shareholders of a general partner and appoint directors to the board of the general partner. Each Rōpū entity has the right to appoint directors of the general partner company. Those directors can then make decisions for the partnership.
- ④ Rōpū entities will approve a strategic plan, receive an annual plan and budget and receive regular quarterly and annual reports. This will inform the Rōpū entity on the strategic direction and performance of the limited partnership and influence these matters through their appointed directors on the board of the general partner.

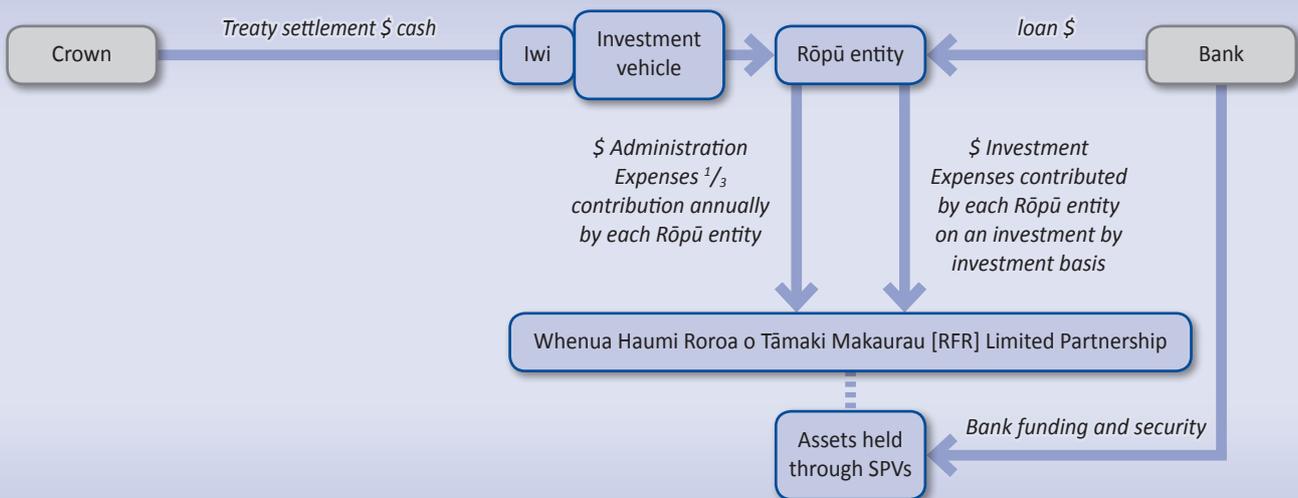
In this way, and in the way the partnership agreement and the constitution of the general partner company define the rights and roles of the Rōpū entities, the Rōpū can participate in the decision making of the limited partnership.



### Limited partnership funding

Ongoing administration costs for the limited partnership will be funded by the three Rōpū entities. A budget for this administration will be agreed by the general partner each year. Funds will then be contributed equally by each of the Rōpū entities for these administration costs.

Investment projects, as opposed to the limited partnership operation and administration, will be contributed on an investment-by-investment basis by the Rōpū (or iwi/hapū) individually and at investment levels at their own discretion.



### **How will profits / losses be returned?**

Profits and losses are shared (generally) in accordance with the limited partners' shares. For example, if each Rōpū put in 1/3rd of the equity then each Rōpū would get 1/3rd of the profits and 1/3rd of the losses (but only up to their equity contribution amount). This can be adjusted by agreement on an investment by investment basis.

It is noted that, unlike the administration expenses which will be shared on a 1/3 basis between each of the three Rōpū, profits and losses will be shared in proportion to the equity contributions of each Rōpū entity for each investment.

### **Does this structure prevent iwi/hapū from being involved in other ventures?**

No. The Rōpū entities can invest in any number of other ventures.

### **What if the limited partnerships want to bring in external equity and/or debt?**

Debt will not be carried by the limited partnership (except with unanimous approval of the limited partners). The limited partnership will not undertake general borrowing in its own name (except with unanimous approval of the limited partners).

Debt will only be carried on an investment by investment basis within special purpose vehicles. Such investment specific debt will ensure that lenders only have recourse to the asset in question.

External equity will be introduced at a special purpose vehicle (SPV) level as necessary. External equity will be considered in investment situations where participating Rōpū cannot fund the equity required or where it is prudent to further spread the risk of the investment.

### **What if only two of the three Rōpū entities want to participate in one investment?**

On an investment by investment basis, the Rōpū entities could change how equity was contributed and dealt with and decisions made (subject to structuring each investment to ensure that tax is dealt with correctly). For example, if two Rōpū entities wished to participate in one project the partners could agree that:

- ④ decisions in relation to that investment would be made by the directors of the general partner company appointed by the participating Rōpū entities in proportion to the respective investment of the Rōpū entities that appointed them;
- ④ separate limited partnerships comprising the investing partners and the general partner may be used if that is necessary to ensure that tax is dealt with correctly;
- ④ profits and losses for that investment are returned on the basis of contributions; and
- ④ any investment specific borrowing could be ring-fenced, so defaults or problems with that one investment would not jeopardise other assets of the partnership.

## **Iwi/hapū PSGEs**

The respective iwi/hapū PSGEs are not required to be ratified during the Tāmaki Collective process, as they can be ratified at a later time, but prior to iwi/hapū specific settlement legislation being introduced.

Some iwi/hapū have, nonetheless, chosen to ratify their respective PSGE at this time. Separate PSGE information has been provided to the members of those iwi/hapū.

Ngāti Whātua o Kaipara and Ngāti Whātua Ōrākei already have their PSGEs established.

## 8. Information Hui

The purpose of the information hui is to ensure that members of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau have the information required (in addition to the documentation provided via the voter packs and websites) to make fully informed decisions on whether to vote for the Collective Deed and PSGEs.

Ngā Mana Whenua o Tāmaki Makaurau strongly urges all members of the iwi/hapū to attend at least one of the following six information hui:

Date	Location	Venue	Time
Monday, 16 July 2012	Waitakere City	Henderson Civic Centre, Henderson	6:00pm
Tuesday, 17 July 2012	Auckland City	Auckland Town Hall	Noon
Tuesday, 17 July 2012	Manukau City	Manukau Civic Building	6:00pm
Wednesday, 18 July 2012	Thames	Thames Civic Centre	6:00pm
Thursday, 19 July 2012	Hamilton	Hamilton Gardens Pavilion	6:00pm
Friday, 20 July 2012	Wellington	Te Puni Kokiri Office, Lambton Quay	4:00pm

Your iwi/hapū may also hold hui as part of the ratification process and will provide you with the relevant details.



## 9. What happens next if the Collective Deed and PSGEs are ratified

The ratification votes will be counted by an independent company (electionz.com) and the results provided to Ngā Mana Whenua o Tāmaki Makaurau.

Ngā Mana Whenua o Tāmaki Makaurau will let the Minister for Treaty of Waitangi Negotiations and the Minister of Māori Affairs know the results of the ratification process. If the Crown considers that there is appropriate support for the Collective Deed, then representatives of the Crown and Ngā Mana Whenua o Tāmaki Makaurau will sign the Deed.

Settlement legislation to implement aspects of the Collective Deed will then need to be introduced. The legislation cannot be introduced until the two collective PSGEs are approved and established.

The legislative process generally takes up to 12 months and includes a select committee process. The settlement does not take effect until Parliament enacts the settlement legislation.

If the Collective Deed and/or PSGEs are not ratified, the Crown and mandated negotiators will consider what will need to happen next.

For further information, additional voting packs, or in order to register, please contact electionz.com on 0508 666 104, or the iwi/hapū offices:

Iwi/Hapū	Website	Contact person and phone number
Ngāi Tai ki Tāmaki	<a href="http://www.ngaitai-ki-tamaki.co.nz">www.ngaitai-ki-tamaki.co.nz</a>	Billy Brown – 021 140 9484
Ngāti Maru	<a href="http://www.ngatimaru.iwi.nz">www.ngatimaru.iwi.nz</a>	Paul Majurey – 0274 955 741
Ngāti Pāoa	<a href="http://www.ngatipaoa.co.nz">www.ngatipaoa.co.nz</a>	Morehu Wilson – 027 4868 241
Ngāti Tamaoho	<a href="http://www.tamaoho.maori.nz">www.tamaoho.maori.nz</a>	Warahi Paki – 027 243 5924
Ngāti Tamaterā	<a href="http://www.tamatera.co.nz">www.tamatera.co.nz</a>	John McEnteer – 021 985127
Ngāti Te Ata	<a href="http://www.ngatiteata.iwi.nz">www.ngatiteata.iwi.nz</a>	Natalia Kaihau – 0277499113
Ngāti Whanaunga	<a href="http://www.ngaatiwhanaunga.maori.nz">www.ngaatiwhanaunga.maori.nz</a>	Tipa Compain – 021 175 9090
Ngāti Whātua o Kaipara	<a href="http://www.kaiparamoana.com">www.kaiparamoana.com</a>	Margaret Kawharu – 021 91 7948, (09) 420 8410
Ngāti Whātua Ōrākei	<a href="http://www.ngatiwhatuaorakei.com">www.ngatiwhatuaorakei.com</a>	Ngarimu Blair – 027 279 0735
Te Ākitai Waiohua	<a href="http://www.teakitai.com">www.teakitai.com</a>	Karen Wilson – 021 500 054
Te Kawerau ā Maki	<a href="http://www.tekawerau.iwi.nz">www.tekawerau.iwi.nz</a>	Wayne Knox – 021 911 244
Te Patukirikiri	<a href="http://www.patukirikiri.iwi.nz">www.patukirikiri.iwi.nz</a>	William Peters – 027 625 4980
Te Rūnanga o Ngāti Whātua	<a href="http://www.ngatiwhatua.iwi.nz">www.ngatiwhatua.iwi.nz</a>	Tame Te Rangi – 027 470 2921

## Appendix 1: Geographic name changes

The following table sets out the geographic names changes provided for by the Collective Deed:

### Altered geographic names

Existing geographic name (official, recorded or local usage)	Altered official geographic name	Geographic feature type
Big King	Te Tātua-a-Riukiuta	Hill
Ellets Mountain	Maungataketake	Hill
Hamlin Hill	Mutukaroa / Hamlin Hill	Hill
Hauraki Gulf	Hauraki Gulf / Tīkapa Moana	Gulf
McLaughlins Mountain	Matukutūreia / McLaughlins Mountain	Hill
Motuihe Island	Motuihe Island / Te Motu-a-Ihenga	Island
Mount Eden	Maungawhau / Mount Eden	Hill
Mount Hobson	Ōhinerau / Mount Hobson	Hill
Mount Richmond	Ōtāhuhu / Mount Richmond	Hill
Mount Smart	Rarotonga / Mount Smart	Hill
Mount Victoria	Takarunga / Mount Victoria	Hill
Mount Wellington	Maungarei / Mount Wellington	Hill
One Tree Hill	Maungakiekie / One Tree Hill	Hill
Pigeon Mountain	Ōhūiarangi / Pigeon Mountain	Hill
Red Hill	Pukekiwiriki	Hill
Taylor Hill	Taurere / Taylor Hill	Hill
The Domain	Pukekawa	Hill
Wiri Mountain	Matukutūruru	Hill

### Assigned geographic names

Assigned official name	Geographic feature type
Maungauika	Hill
Puke o Tara	Hill







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