

HEADS OF AGREEMENT

In the Matter of a Mediation

Concerning issues arising out of the Waitangi Tribunal claims 429 and 886

BETWEEN For the Ngāi Tumapuhia-ā-Rangi Hapū Claim (Wai 429)
Takirirangi Smith
1 Miriam Street
MASTERTON

Mark Phillip Chamberlain and Hoani Manu Hiwaru Paku
11 O'Leary Road 20 Snell Avenue
POKENO Papakura
AUCKLAND

AND For the Ngāi Tumapuhia-ā-Rangi Hapū Claim (Wai 886)
Robert (Bob) Douglas Hill and Thomas (Tom) Wherahiko Hoani Paku
82 Rakau Road 55 Kippenberger Street
Hataitai MASTERTON
WELLINGTON

As a result of a mediation between the above named parties, and before John Clarke and Judge Caren Wickliffe (mediators), the parties have agreed to the following settlement:

The parties have arrived at this agreement after exercising and demonstrating their good faith and commitment to the future development of Ngāi Tumapūhia-ā-rangi Hapū.

- a) A new legal representative body (Te Rōpū Matua) shall be elected for Ngāi Tumapūhia-ā-rangi Hapū within 6 months of the signing of this agreement.
- b) The responsibility for establishing the new legal representative body shall be that of Te Rōpū Kaimahi (the working establishment group). The membership shall be Tom Paku, Owen Perry, Pat Bolstad, Mere Kerehi, Waina Emery, and Inia Eruera. The terms of reference are appended to this agreement.
- c) A new interim claims committee (Te Rōpū Whenua) shall be established. The membership shall be Takirirangi Smith, Mere Kerehi, Sam Morris, Tina Harawira Baker, Robert Hill and Ian Perry. The terms of reference are appended to this agreement.

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- d) There shall be one claim for Ngāi Tumapūhia-ā-rangi Hapū. There shall be an amalgamation of Wai 429 and Wai 886 under the name of Ryshell Griggs. The consolidated number will be Wai 429.
- e) The lawyers shall be Pru Kapua and Tracey Whare, subject to confirmed funding through legal aid, and to them both working together on the further amended and particularised Statement of Claim and other submissions and evidence needed for the Wai 429 consolidated claim. Instructions for the legal team must only be issued after a duly authorised resolution has been passed in support of those instructions by Te Rōpū Whenua. Should either lawyer refuse to work collaboratively with the other, then Te Rōpū Whenua has a mandate to determine which counsel should be finally engaged.
- f) Any issues arising which cannot be resolved within each group established as a result of this agreement shall be referred by the chairpersons of each group for consideration by the Waitangi Tribunal for further mediation OR referred to a hui-ā-hapū for determination. Proxy and postal votes shall be allowed if accompanied by whakapapa demonstrating membership of Ngāi Tumapūhia-ā-rangi Hapū, and verification the person is 18 years or older.

Signed at Masterton this 8th day of February 2003

Party A: Takirirangi Smith, Robert Hill and Thomas Paku

Party B: Mark Chamberlain and Hoani Paku

Mediators: John Clarke and Judge Caren Wickliffe

In the presence of:

Ryshell Griggs

Terms of Reference (TOR)

1. Te Roopu Kaimahi is established to investigate proposals for a new governing body for Ngai Tumapuhia A Rangi Hapu (Te Roopu Matua).
2. Te Roopu Kaimahi will set up a communications process to inform all members of Ngai Tumapuhia A Rangi of the proposed structure and processes for Te Roopu Matua.
3. Te Roopu Kaimahi will set up a process that will establish a means of election of officers for the new structure.
4. Te Roopu Kaimahi will draft and circulate to all members of Ngai Tumapuhia a Rangi an establishment Plan by 30 April 2003 and draft constitution by 30 June 2003. The final constitution will not be adopted until properly ratified by resolution of the members of Ngai Tumapuhia a Rangi at a properly organised and notified meeting held 6 months of this agreement. Proxy and postal votes shall be allowed if accompanied by whakapapa demonstrating membership of Ngai Tumapuhia a Rangi, and verification the person is 18 years or older.
5. Te Roopu Kaimahi shall meet as required, and may call upon support from other Hapu members where agreed by the group as a whole. The first meeting will be held within 6 weeks of the signing of the attached heads of agreement.
6. All monies that are received or expended will be handled by a chartered accountant, as directed by Te Roopu Kaimahi, with support from Ngai Tumapuhia a Rangi Marae committee. Proper accounting practices should be applied at all times including two signatories to the cheque book from Te Roopu Kaimahi plus the accountant.
7. Te Roopu Kaimahi will report bi-monthly to Te Roopu Whenua towards the progress of establishing Te Roopu Matua.

TERMS OF REFERENCE FOR TE RŌPŪ KAIMAHI

1. Te Rōpū Kaimahi is established to investigate proposals for a new governing body for Ngāi Tumapūhia-ā-rangi Hapū (Te Rōpū Matua).
2. Te Rōpū Kaimahi will set up a communications process to inform all members of Ngāi Tumapūhia-ā-rangi Hapū of the proposed structure and processes for Te Rōpū Matua.
3. Te Rōpū Kaimahi will set up a process that will establish a means of election of officers for the new structure.
4. Te Rōpū Kaimahi will draft and circulate to all members of Ngāi Tumapūhia-ā-rangi Hapū an establishment plan by 30 April 2003 and draft constitution by 30 June 2003. The final constitution will not be adopted until properly ratified by resolution of the members of Ngāi Tumapūhia-ā-rangi Hapū at a properly organised and notified meeting, held within 6 months of this agreement. Proxy and postal votes shall be allowed if accompanied by whakapapa demonstrating membership of Ngāi Tumapūhia-ā-rangi Hapū, and verification the person is 18 years or older.
5. Te Rōpū Kaimahi shall meet as required, and may call upon support from other hapū members where agreed by the group as a whole. The first meeting will be held within 6 weeks of the signing of the attached heads of agreement.
6. All monies that are received or expended will be handled by a chartered accountant, as directed by Te Rōpū Kaimahi, with support from Ngāi Tumapūhia-ā-rangi Hapū Māori Marae Committee. Proper accounting practices should be applied at all times, including two signatories to the cheque book from Te Rōpū Kaimahi plus the accountant.
7. Te Rōpū Kaimahi will report bi-monthly to Te Rōpū Whenua on the progress towards establishing Te Rōpū Matua.

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TERMS OF REFERENCE FOR TE RŌPŪ WHENUA

1. Te Rōpū Whenua will manage the consolidated Waitangi Tribunal claim (Wai 429) on behalf of Ngāi Tumapūhia-ā-rangi me ōna uri.
2. Te Rōpū Whenua will finalise the hapū Statement of Claim against the Crown on behalf of Ngāi Tumapūhia-ā-rangi Hapū.
3. Te Rōpū Whenua will manage the application for legal aid on behalf of Ngāi Tumapūhia-ā-rangi Hapū.
4. Te Rōpū Whenua will set up a reporting process to Te Rōpū Kaimahi, the Ngāi Tumapūhia-ā-rangi Hapū Māori Marae Committee, and to the wider hapū.
5. Te Rōpū Whenua will establish regular communication with legal counsel and the Waitangi Tribunal appointed to the Wairarapa ki Tararua inquiry district.
6. Te Rōpū Whenua will report to the Waitangi Tribunal appointed to the Wairarapa ki Tararua inquiry district on the progress being made by Te Rōpū Kaimahi to establish Te Rōpū Matua.
7. Te Rōpū Whenua will conduct the work set out above until Te Rōpū Matua is established and confirms or revokes their mandate.

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