

BEFORE THE EXPERT PANEL

UNDER the Fast-track Approvals Act 2024

IN THE MATTER OF the Taranaki VTM Project

STATEMENT OF [REDACTED]

6 OCTOBER 2025

INTRODUCTION

1. My name is Te Huia Bill Hamilton. I whakapapa to Ngaa Rauru, Ngāti Kahungunu and Ngāti Raukawa. Between 1999 and 2003, I was one of the negotiators appointed to settle the historical Treaty of Waitangi claims of Ngaa Rauru, which ultimately culminated in the Ngaa Rauru Kītahi Settlement in 2003.
2. This statement is filed in respect of the Trans-Tasman Resources Ltd (the **Applicant**) project listing application for the Taranaki VTM Project dated 23 April 2025 (the **Application**). The Application is presently before this expert panel (the **Panel**) for approval in accordance with the Fast-Track process established under the Fast-track Approvals Act 2024 (the **Act**).
3. My statement is filed in support of the submission made on behalf of Ngaa Rauru Kītahi and the Te Kaahui o Rauru Trust (the post-settlement governance entity) (together, **Te Kaahui o Rauru**).
4. In March 2017, I gave evidence on behalf of Te Kaahui o Rauru before the Environmental Protection Authority (**EPA**) on substantively the same application lodged by Trans-Tasman Resources, as it was then considered under the Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012 (the **EEZ Act**).¹
5. My statement aims to draw on my previous submission and is based on my expertise knowledge and understanding of the Ngaa Rauru Treaty of Waitangi settlement and the relationships that emerge from the Treaty of Waitangi, human rights and Ngaa Raurutanga.

BACKGROUND AND STRUCTURE OF EVIDENCE

6. I have worked as a Treaty educator since 1990 when with members of my whanau, we designed and implemented workshops to help school Boards of

¹ See Brief of Evidence of Te Huia Bill Hamilton, dated 23 January 2017, <<https://www.epa.govt.nz/assets/Uploads/Documents/Marine-Activities-EEZ/Activities/EEZ000011-TTRL-Reconsideration/submitter-evidence/Bill-Hamilton-Te-Kaahui-o-Rauru.pdf>> and Hearing Transcript, dated 6 March 2017, at 1155 <<https://www.epa.govt.nz/assets/Uploads/Documents/Marine-Activities-EEZ/Activities/EEZ000011-TTRL-Reconsideration/Applicant-evidence/6-March-2017-hearing-transcript.pdf>>.

Trustees adjust to the Treaty of Waitangi requirements established by the then Government's *Tomorrows Schools* policy.

7. From 1989 to 1999 I led the transformation of NZEI: Te Riu Roa (the largest education sector union in New Zealand) to becoming a Treaty-based organisation. This involved developing policy, providing education to members, establishing structures and providing resources and support for them. This work had a significant impact on the development of Māori education policy including recognition for the need to adequately support kaupapa Māori education through the implementation of an appropriate curriculum (Te Marautanga) advocacy for the recognition of the value reo speakers and providing training that will enable Kura Kaupapa Māori to select staff who are both trained and fluent.
8. In 1999, I was selected by Ngaa Rauru to be part of the team to negotiate the settlement of Treaty grievances. The negotiations were completed in 2003. Our priorities were to “honour our tipuna by telling their stories” and “honouring our mokopuna by revitalising Nga Raurutanga.” The priority for the Crown was to “restore the honour of the Crown.”
9. Through this process, our team learned how to articulate Nga Raurutanga. One of my significant contributions was the design and leadership for the Paepae Rangatira, a forum for Ngaa Rauru Rangatira and Ministers to review the health of our Treaty relationship and discuss ways to work together on social and economic development priorities. The Ngaa Rauru Kaitiaki Claims Settlement Act 2005 formalised that relationship.
10. During this time, I also held a senior position as Branch Manager, Regions in the public sector with responsibility for the thirteen (13) Te Puni Kōkiri regional offices across the motu.
11. In 2002, I was appointed to a senior management position as Kaiwhakarite in the Human Rights Commission (the **Commission**) with responsibility for leading the implementation of one of the Commission's new functions under the Human Rights Act 1993 to “promote by research, education and discussion a better understanding of the human rights dimensions of the Treaty of Waitangi and their relationship with domestic and international human rights law.” That involved developing a thorough understanding of

the Treaty and human rights especially linking and articulating key Treaty concepts such as Rangatiratanga to international human rights concepts such as self-determination and free, prior and informed consent. It also included developing resources and community education programmes. This programme went across the public, private and community sectors.

12. When the United Nations Declaration on the Rights of Indigenous Peoples (**UNDRIP**) was adopted by the UN in 2007, the Commission, under my leadership, became the agency responsible for promoting it to the public. The significance of UNDRIP is that it establishes international standards that help governments and their tāngata whenua measure the realisation of Treaty rights. We developed and implemented education programmes, advocacy strategies and resources.
13. I have represented the Commission and the National Iwi Chairs Forum at the United Nations Expert Mechanism on the Rights of Indigenous Peoples, a forum that has an active role in promoting UNDRIP. That has involved presenting submissions and facilitating workshops.
14. This statement necessarily draws on my expertise – both as a Treaty settlement negotiator for Ngaa Rauru and as a Treaty and Human Rights educator with over thirty years' experience – and is structured as follows:
 - (a) my role as one of the negotiators for the Ngaa Rauru Settlement and the future aspirations of Ngaa Raurutanga within that context;
 - (b) my understanding of Ngaa Raurutanga as an expression of kaitiakitanga and how the approvals sought in the Application would impact our Ngaa Raurutanga (if granted);
 - (c) my views on the risk to the Ngaa Rauru Settlement (particularly the Crown's commitment to protect and honour Ngaa Raurutanga) and those future generations of Ngaa Rauru uki – if the approvals were granted.

NGAA RAURU KIITAHU TREATY OF WAITANGI SETTLEMENT

15. Between 1999 and 2003 I was one of the negotiators for the settlement of the Ngaa Rauru historical Treaty of Waitangi claims. As noted earlier, our

priorities were to “honour our tipuna by telling their stories” and “honouring our mokopuna by revitalising Ngaa Raurutanga.” The priority for the Crown was to “restore the honour of the Crown.”

16. As part of the settlement process, we (as negotiators) learned how to articulate Ngaa Raurutanga in terms that both parties – Ngaa Rauru and the Crown – could understand, acknowledge and give effect to. The expansive nature of our Ngaa Raurutanga is captured by the following foundational principle:

Mai te rangi ki te whenua, mai uta ki tai, ko nga mea katoa e tapu ana, Ngaa Rauru Kiitahi ki a mau, ki a ita.

17. These priorities are now expressly articulated in the terms of the Deed of Settlement that was entered into by Ngaa Rauru Kiitahi and the Crown on 27 November 2003 (the **Deed**). The Ngaa Rauru Kiitahi Claims Settlement Act 2005 formalised the Ngaa Rauru-Crown relationship (the **Settlement Act**) (together with the Deed, the **Ngaa Rauru Kiitahi Settlement**).
18. The Ngaa Rauru Kiitahi Settlement contains an important statement of Ngaa Raurutanga, which I address below.
19. At a high-level, the purpose of the Ngaa Rauru Kiitahi Settlement was therefore to enhance the relationship between Ngaa Rauru and the Crown. Our key priorities for the settlement, as now reflected in its terms, were to:
 - (a) restore the honour of the Crown, by giving them the opportunity to apologise for historical grievances and commit to acknowledging the importance of practising and revitalising Ngaa Raurutanga.
 - (b) honour tuupuna, by telling their stories – which means ensuring that the kōrero of Te Kaahui Rere remains at the forefront of our understanding of the place names and the geography that comprise the Ngaa Rauru Kiitahi rohe today. This means that we interact with and look after our whenua me te moana in a manner that honours our tipuna stories; and
 - (c) honour our mokopuna, by revitalising Ngaa Raurutanga – which, at present, means ensuring that we continue to be heard on matters

impacting our rohe, including on development projects that will significantly interfere with the sustenance and wellbeing of our uki and future generations.

20. At its heart, Ngaa Raurutanga is intended to be our all encompassing tikanga – so as to capture these three concepts. It is the name that we give to the expression of our Ngaa Rauru rangatiratanga. It includes all the rights and responsibilities that flow from the guarantee of tino rangatiratanga in Article II of Te Tiriti o Waitangi. It is often referred to as our mana motuhake.
21. As the protection of our rangatiratanga was affirmed in the terms of the Treaty, it is the source of the majority of the breaches that the Crown provided redress for in our Treaty of Waitangi settlement. The breaches can be defined as breaches to our mana atua (belief systems), mana whenua (lands, territories and resources) and mana tangata (our institutions and communities). The redress provided to us by the Crown in recognition of those breaches includes the commitment to recognise and protect our Ngaa Raurutanga.
22. In my view, Ngaa Raurutanga is a commitment protected by the terms of our settlement. Our ability to continue to exercise our Ngaa Raurutanga is therefore an obligation arising out of the Ngaa Rauru Kiitahi Settlement – that the Panel must grapple with in deciding the Application. Anything less risks adopting a shallow meaning of our settlement.

NGAA RAURUTANGA WITHIN THE NGAA RAURU KIITAHİ TREATY OF WAITANGI SETTLEMENT

23. As noted earlier my evidence, the Ngaa Rauru Kiitahi Settlement contains an important statement of Ngaa Raurutanga and I consider it important to set this out in full:
 - (a) Ngaa Raurutanga is the term used by Ngaa Rauru Kiitahi to describe those values, rights and responsibilities Ngaa Rauru Kiitahi holds according to custom, including the values, rights and responsibilities recognised by Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.²

² Deed of Settlement, clause 2.9.

- (b) Ngaa Rauru Kiitahi has exercised Ngaa Raurutanga in respect of, and has occupied, the Ngaa Rauru Kiitahi rohe (as described earlier in our evidence) and held tight to the values that constitute Ngaa Raurutanga.³
- (c) The values held by Ngaa Rauru Kiitahi are reflected in:⁴
 - (i) the practice by Ngaa Rauru Kiitahi of maatauranga, waiora/hauora, kaitiakitanga, wairuatanga, te reo and whakapapa; and
 - (ii) respect for the principle “mai te rangi ki te whenua, mai uta ki tai, ko nga mea katoa e tapu ana, Ngaa Rauru Kiitahi ki a mau, ki a ita”.
- (d) The Crown acknowledged that this statement of Ngaa Raurutanga “is guided by Ngaa Rauru Kiitahi values” and “seeks outcomes that enable Ngaa Rauru Kiitahi to practise Ngaa Raurutanga”.⁵
- (e) The Ngaa Rauru Kiitahi Settlement includes redress provided in settlement of our historical claims that is intended to “to enhance the ongoing relationship between Ngaa Rauru Kiitahi and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles)” and ultimately “assists the Crown to recognise and respect Ngaa Raurutanga and the desire of Ngaa Rauru Kiitahi to practise Ngaa Raurutanga”.⁶
- (f) The Crown further acknowledged the “importance to Ngaa Rauru Kiitahi of revitalising Ngaa Raurutanga” and that “Ngaa Rauru Kiitahi intends that the Redress will assist that revitalisation”.⁷

24. Our Ngaa Raurutanga is an expression of rangatiratanga which creates both rights and responsibilities. One of the rights and responsibilities that arises out of our Ngaa Raurutanga is our role as kaitiaki over the Ngaa Rauru

³ Deed of Settlement, clause 2.10(a).

⁴ Deed of Settlement, clause 2.10(b).

⁵ Deed of Settlement, clause 2.11.2.

⁶ Deed of Settlement, clause 2.12.

⁷ Deed of Settlement, clause 2.13.

Kiitahi rohe. Kaitiakitanga is both a right (to be heard and to exercise authority in relation to a particular area) and a responsibility (the relationship is not one of ownership – but to take care of and maintain the whenua me te moana).

25. In my view, the Ngaa Rauru Kiitahi Settlement was always intended to help Ngaa Rauru exercise its kaitiaki role over the rohe – by ensuring that:
 - (a) Our views are heard and listened to.
 - (b) Our role as kaitiaki and the mana we exercise in relation to our rohe is recognised, honoured and protected.
 - (c) Our rohe is looked after in a manner that acknowledges we are an intrinsic part of our taiao – bound by our whakapapa and tīpuna stories that link us as an iwi to this area – and ensures the sustainability of the taiao to ensure the sustenance and wellbeing of our uki and future generations (particularly those who reside at place).
26. In the present context, Te Kaahui o Rauru is firmly opposed to the approvals sought for deep sea-bed mining to occur in our rohe. Our position has remained unchanged for almost a decade. It is significant in our view that the present application as filed is largely unchanged from previous iterations. As indicated earlier, I have given evidence in relation to substantially the same application – in which my recommendation was for the EPA to decline the marine consents sought under the EEZ Act (at that time).
27. Our engagement with the Applicant and the EPA has spanned almost a decade – these matters are dealt with in some detail in the evidence of Renée Bradley and Tahinganui Hina. The Applicant has adopted a cavalier and disrespectful approach to engagement with Ngaa Rauru Kiitahi over the past decade, with complete disregard for Ngaa Raurutanga. The failure of the Applicant and subsequent decision-making bodies (including the EPA when it initially granted the consents) to listen to our views is, in my opinion, a breach of our Ngaa Raurutanga.

RISKS TO OBLIGATIONS ARISING OUT OF THE NGA A RAURU TREATY OF WAITANGI SETTLEMENT

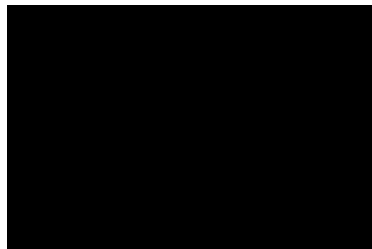
28. In my experience as negotiator, it was clear that the purpose of the Ngaa Rauru Kiitahi Settlement was to enhance the relationship between the Crown and Ngaa Rauru Kiitahi.
29. The exploitation of our moana will undermine and, in effect, is an attempt to over-ride our kaitiaki responsibilities that are inherent in our continued exercise of Ngaa Raurutanga. The Crown has made commitments to protect our Ngaa Raurutanga as part of the redress provided to us in recognition of our historical Treaty of Waitangi claims.
30. If this project is approved, it will risk a third-party (the Applicant) being permitted to come into our rohe and essentially undermine the commitments made to us by the Crown in settling our historical grievances. That risk should not be understated.
31. Due to my experience representing the Commission and the National Iwi Chairs Forum at the United Nations Expert Mechanism on the Rights of Indigenous Peoples, I firmly believe this as Treaty settlement commitments are one mechanism by which the Crown is required to give effect to the rights contained in UNDRIP.
32. Article 18 of UNDRIP states that we (as indigenous peoples) have the right to participate in decision-making in matters which would affect our rights. Specifically, article 20 provides that we have the right to political, economic and social development and, in circumstances where we have been deprived of subsistence and development – we are entitled to just and fair redress. The Panel should be aware that Dr Erueti made similar comments in his evidence filed in relation to the previous applications under the EEZ Act.⁸
33. The Crown made promises to recognise and allow for the continued exercise and protection of our Ngaa Raurutanga as redress provided for the recognition of our historical Treaty of Waitangi Claims. The settlement is the

⁸ Evidence of Andrew Erueti (dated 23 January 2017) <<https://www.epa.govt.nz/assets/Uploads/Documents/Marine-Activities-EEZ/Activities/EEZ000011-TTRL-Reconsideration/submitter-evidence/Evidence-of-Jacinta-and-Sarah-Te-Kaahui-o-Rauru.pdf>>.

foundation by which our relationship was to be enhanced – to ensure the revitalisation of our Ngaa Raurutanga.

34. Here, notwithstanding the fact that the Applicant is not the Crown per se, the Applicant and the wider fast-track approvals framework, including the decision-making Panel, operates within the kāwanatanga sphere (that is, the Crown sphere of authority). For the Panel's reference, the concept of different spheres of authority is derived from contemporary constitutional models that describe our institutional arrangements as:⁹ the rangatiratanga sphere (Māori authority and control); the kāwanatanga sphere (the Crown's authority and control) and a third relational sphere in which the two interact.
35. In order to enhance the relationship between the Crown and Ngaa Rauru Kītahi (that is, within the relational sphere), it is imperative that public power is not exercised in a manner that undermines Treaty settlement commitments and the obligations arising from those commitments. To do so would significantly undermine our Ngaa Raurutanga, which is protected as a matter of domestic and international law.
36. In light of my comments, I strongly urge the Panel to decline the Application.

DATED this 6th day of October 2025



⁹ See: Waitangi Tribunal He Whakaputanga me te Tiriti: The Declaration and the Treaty: The Report on Stage 1 of the Te Paparahi o Te Raki Inquiry (Wai 1040, 14 October 2014) at 527; Claire Charters and others *He Puapua: Report of the Working Group on a Plan to Realise the UN Declaration on the Rights of Indigenous Peoples in Aotearoa/ New Zealand* (1 November 2019) Moana Jackson and Margaret Mutu *He Whakaaro Here Whakaumu Mō Aotearoa: The Report of Matike Mai Aotearoa – the Independent Working Group on Constitutional Transformation* (25 January 2016).