

NGĀTI TAMATERĀ

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

4 *CLB*

GENERAL MATTERS

TABLE OF CONTENTS

1	IMPLEMENTATION OF SETTLEMENT	1
2	INTEREST	2
3	TAX	4
4	NOTICE	9
5	MISCELLANEOUS	11
6	DEFINED TERMS.....	12
7	INTERPRETATION.....	25



GENERAL MATTERS

1 IMPLEMENTATION OF SETTLEMENT

- 1.1 The governance entity must use best endeavours to ensure that every historical claim proceedings is discontinued –
- 1.1.1 by the settlement date; or
 - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
- 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:
 - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:
 - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
 - (a) terminating a historical claim proceedings:
 - (b) giving further effect to this deed, including achieving –
 - (i) certainty in relation to a party's rights and/or obligations; and/or
 - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Ngāti Tamaterā or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngāti Tamaterā and every representative entity must –
- 1.4.1 support a bill referred to in paragraph 1.2.3; and
 - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.



GENERAL MATTERS

2 INTEREST

2.1 On the settlement date, the Crown must pay interest on the financial and commercial redress amount of \$25,000,000, less the amounts paid under clause 6.1, to the governance entity.

2.2 Interest under paragraph 2.1 is payable –

2.2.1 on the amount of \$25,000,000 for the period –

(a) beginning on 17 May 2013, being the date –

(i) the Iwi of Hauraki and the Crown agreed on the amount to be paid to the Iwi of Hauraki collectively for settlement of claims in the Pare Hauraki redress area (as defined in the Pare Hauraki Collective Redress Deed); and

(ii) the Marutūāhu Iwi and the Crown agreed on the amount to be paid to the Marutūāhu Iwi collectively for settlement of their claims in Tāmaki Makaurau and Mahurangi; and

(b) ending on 14 November 2013, being the day before the Pouarua on-account payment was made to the Pouarua Farm Limited Partnership; and

2.2.2 on the amount of \$9,700,000 for the period –

(a) beginning on 15 November 2013, being the day the Pouarua on-account payment was made to the Pouarua Farm Limited Partnership; and

(b) ending on 13 July 2014, being the day before the cash on-account payment was made to the governance entity; and

2.2.3 [on the amount of \$9,200,000 for the period –

(a) beginning on 14 July 2014, being the day the cash on-account payment was made to the governance entity; and

(b) ending on the day before the Anzac Street, Takapuna property referred to in clause 7.6.11 is transferred pursuant to the Marutūāhu Iwi Collective Redress Deed; and

2.2.4 on the amount of \$7,400,000 for the period –

(a) beginning on the day the Anzac Street, Takapuna property referred to in clause 7.6.11 is transferred pursuant to the Marutūāhu Iwi Collective Redress Deed; and

2
WFB

DEED OF SETTLEMENT

2: INTEREST

- (b) ending on the day before the properties referred to in clauses 7.4.1 to 7.4.11 are transferred pursuant to the Pare Hauraki Collective Redress Deed; and

2.2.5 on the amount of \$6,103,203 for the period –

- (a) beginning on the day the properties referred to in clauses 7.4.1 to 7.4.11 are transferred pursuant to the Pare Hauraki Collective Redress Deed; and

- (b) ending on the day before the settlement date.]

2.3 The interest is –

2.3.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding; and

2.3.2 subject to any tax payable in relation to it; and

2.3.3 payable after withholding any tax required by legislation to be withheld.]

[Note: paragraphs 2.2.3 to 2.2.5 are not yet final because it is not confirmed which of, the transfer of the Anzac Street, Takapuna property referred to in clause 7.6.11, or the transfer of the properties listed in clauses 7.4.1 to 7.4.11, will occur first after this deed is signed.]

The Crown will confirm the order of the transfers (if these transfers are to occur) before this deed is signed. Paragraphs 2.2.3 to 2.2.5 will then be amended if required, and finalised, in the signing version of this deed and this note will be removed.]

GENERAL MATTERS

3 TAX

INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the governance entity is not intended to be –
- 3.1.1 a taxable supply for GST purposes; or
 - 3.1.2 assessable income for income tax purposes.
- 3.2 The Crown must, therefore, indemnify the governance entity for –
- 3.2.1 any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment; and
 - 3.2.2 any income tax payable by the governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity; and
 - 3.2.3 any reasonable cost or liability incurred by the governance entity in taking, at the Crown's direction, action –
 - (a) relating to an indemnity demand; or
 - (b) under paragraph 3.13 or paragraph 3.14.1(b).

LIMITS

- 3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 3.3.1 interest paid under part 2:
 - 3.3.2 the transfer of a commercial property, the deferred selection properties, the second right of purchase property or Aotea RFR land under the settlement documentation:

[Drafting in paragraph 3.3.2 will be amended if all the commercial properties become commercial redress properties before this deed is signed. Drafting in relation to the second right of purchase property is subject to amendment.]
 - 3.3.3 the governance entity's –
 - (a) use of Crown redress or an indemnity payment; or

GENERAL MATTERS

3: TAX

- (b) payment of costs, or any other amounts, in relation to Crown redress.

ACKNOWLEDGEMENTS

3.4 To avoid doubt, the parties acknowledge –

3.4.1 the Crown redress is provided –

- (a) to settle the historical claims; and
- (b) with no other consideration being provided; and

3.4.2 in particular, the following are not consideration for the Crown redress:

- (a) an agreement under this deed to –
 - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
 - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:
- (b) the performance of that agreement; and

3.4.3 nothing in this part is intended to imply that –

- (a) the provision of Crown redress, or an indemnity payment, is –
 - (i) a taxable supply for GST purposes; or
 - (ii) assessable income for income tax purposes; or
- (b) if the governance entity is a charitable trust, or other charitable entity, it receives –
 - (i) redress, assets, or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and

3.4.4 the transfer of a commercial property, the deferred selection properties, the second right of purchase property or Aotea RFR land under the settlement documentation is a taxable supply for GST purposes; and

[Drafting in paragraph 3.4.4 will be amended if all the commercial properties become commercial redress properties before this deed is

GENERAL MATTERS

3: TAX

signed. Drafting in relation to the second right of purchase property is subject to amendment.]

3.4.5 the governance entity is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

3.5 None of the governance entity, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.

3.6 In particular, the governance entity agrees that –

3.6.1 from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and

3.6.2 neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, –

(a) an input credit for GST purposes; or

(b) a deduction for income tax purposes.

INDEMNITY DEMANDS

3.7 The governance entity and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity may be entitled to an indemnity payment.

3.8 An indemnity demand –

3.8.1 may be made at any time after the settlement date; but

3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –

(a) specified in an assessment; or

(b) a date for the payment of provisional tax; or

(c) otherwise determined; and

3.8.3 must be accompanied by –

(a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and

GENERAL MATTERS

3: TAX

- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

INDEMNITY PAYMENTS

- 3.9 If the governance entity is entitled to an indemnity payment, the Crown may make the payment to –
- 3.9.1 the governance entity; or
 - 3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity.
- 3.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –
- 3.10.1 the due date for payment of the tax; or
 - 3.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

- 3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that –
- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or
 - 3.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.
- 3.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

RULINGS

- 3.13 The governance entity must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

CONTROL OF DISPUTES

- 3.14 If the governance entity is entitled to an indemnity payment, the Crown may –
- 3.14.1 by notice to the governance entity, require it to –

GENERAL MATTERS

3: TAX

- (a) exercise a right to defer the payment of tax; and/or
 - (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –
 - (i) a tax assessment; and/or
 - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or
- 3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and
- 3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

- 3.15 In this part, unless the context requires otherwise, –

provision, in relation to redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

use, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

EARLY RELEASE COMMERCIAL REDRESS PROPERTIES AND COMMERCIAL REDRESS PROPERTIES UNDER PARE HAURAKI COLLECTIVE REDRESS DEED

- 3.16 The early release commercial redress properties and the commercial redress properties received from the Pare Hauraki commercial entity (under clause 14.7 of the Pare Hauraki Collective Redress Deed) have the same treatment for tax, referred to in this part, as if those properties were received from the Crown directly.

GENERAL MATTERS

4 NOTICE

APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 7 and 10 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property or another transfer property.

REQUIREMENTS

- 4.3 A notice must be –
- 4.3.1 in writing; and
- 4.3.2 signed by the person giving it (but, if the governance entity is giving the notice, it is effective if not less than three trustees sign it or such other number as is required in the governance entity's trust deed); and
- 4.3.3 addressed to the recipient at its address, facsimile number, or email address as provided –
- (a) in paragraph 4.6; or
- (b) if the recipient has given notice of a new address, facsimile number, or email address, in the most recent notice of a change of address, facsimile number, or email address; and
- 4.3.4 given by –
- (a) personal delivery (including by courier) to the recipient's street address; or
- (b) sending it by pre-paid post addressed to the recipient's postal address; or
- (c) faxing it to the recipient's facsimile number; or
- (d) sending it by electronic mail to the recipient's email address.

TIMING

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered; or



GENERAL MATTERS

4: NOTICE

- 4.4.2 on the fourth day after posting, if posted; or
- 4.4.3 on the day of transmission, if faxed or sent by electronic mail.
- 4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

ADDRESSES

- 4.6 The address of –

- 4.6.1 Ngāti Tamaterā and the governance entity is –

Ngāti Tamaterā Treaty Settlement Trust
C/- Business One Limited
Chartered Accountants
433 Pollen Street
PO Box 28
THAMES 3540

Facsimile No. 07 868 6495

Email address: mike@businessone.co.nz

- 4.6.2 the Crown is –

C/- The Solicitor-General
Crown Law Office
Level 3
Justice Centre
19 Aitken Street
PO Box 2858
WELLINGTON

Facsimile No. 04 473 3482

Email address: library@crownlaw.govt.nz

GENERAL MATTERS

5 MISCELLANEOUS

AMENDMENTS

- 5.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

ENTIRE AGREEMENT

- 5.2 This deed, and each of the settlement documents, in relation to the matters in it, –

5.2.1 constitutes the entire agreement between the parties; and

5.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.

- 5.4 Except as provided in this deed or a settlement document, a party –

5.4.1 may not transfer or assign its rights or obligations; and

5.4.2 does not waive a right by –

(a) failing to exercise it; or

(b) delaying in exercising it; and

5.4.3 is not precluded by a single or partial exercise of a right from exercising –

(a) that right again; or

(b) another right.

NAMES USED IN PLACE OF OFFICIAL GEOGRAPHIC NAMES

- 5.5 The following is a list of each name used in this deed for a place or feature that is not its official geographic name:

Name used in deed	Official geographic name/Recorded name
Ruamaahua	Aldermen Islands (Ruamaahua) Nature Reserve

GENERAL MATTERS

6 DEFINED TERMS

6.1 In this deed –

administering body has the meaning given to it by section 2(1) of the Reserves Act 1977; and

agreed transfer value means the value agreed for each early release commercial redress property and each commercial redress property as listed in the Pare Hauraki Collective Redress Deed[or in the Marutūāhu Iwi Collective Redress Deed, as the case may be]; and

[This drafting will be confirmed prior to the Marutūāhu Iwi Collective Redress Deed being initialled]

Aotea RFR land means land listed in the attachments as Aotea RFR land that, on the settlement date, –

- (a) is vested in the Crown; or
- (b) the fee simple for which is held by the Crown; or
- (c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown; and

area of interest means the area identified as the area of interest in the attachments; and

assessable income has the meaning given to it by section YA 1 of the Income Tax Act 2007; and

attachments means the attachments to this deed, being the area of interest, the deed plans, the Te Puru School redress plan, the Farm Park site maps, the Aotea RFR land and Aotea RFR land map, and the draft settlement bill; and

business day means a day that is not –

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, or Labour Day; or
- (c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

GENERAL MATTERS

6: DEFINED TERMS

(e) a day that is observed as the anniversary of the province of –

(i) Wellington; or

(ii) Auckland; and

cash on-account payment means the amount referred to in clause 6.1.7; and

commercial property means a property described in part 4 of the property redress schedule; and

commercial redress property means each property described in part 3 of the property redress schedule, but subject to clauses 6.7 and 6.9; and

[Definitions for commercial property and commercial redress property subject to further consideration]

Commissioner of Inland Revenue includes, where applicable, the Inland Revenue Department; and

consent authority has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

conservation board means a board established under section 6L of the Conservation Act 1987; and

conservation management plan has the meaning given to it by section 10 of the draft settlement bill; and

conservation management strategy has the meaning given to it by section 10 of the draft settlement bill; and

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

Crown redress –

(a) means redress –

(i) provided by the Crown to the governance entity; or

(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes the right of the governance entity under the settlement documentation –

(i) to acquire a commercial property, the deferred selection properties or the second right of purchase property; and

GENERAL MATTERS

6: DEFINED TERMS

- (ii) of first refusal in relation to Aotea RFR land; and
- (c) includes any part of the Crown redress; and
- (d) does not include –
 - (i) an obligation of the Crown under the settlement documentation to transfer a commercial property, the deferred selection properties, the second right of purchase property or Aotea RFR land; or
 - (ii) a commercial property, the deferred selection properties, the second right of purchase property or Aotea RFR land; or
 - (iii) any on-account payment made to entities other than the governance entity; and

[Drafting in relation to the second right of purchase property is subject to amendment]

cultural redress means the redress provided by or under –

- (a) clauses 5.1 to 5.65; or
- (b) the settlement legislation giving effect to any of those clauses; and

cultural redress property means each property described in schedule 1 of the draft settlement bill except the Waikawau property; and

date of this deed means the date this deed is signed by the parties; and

deed of recognition means the deed of recognition in the documents schedule; and

deed of settlement and **deed** means the main body of this deed, the schedules, and the attachments; and

deed plan means a deed plan in the attachments; and

deferred selection period means, in relation to both the deferred selection properties, the period starting on the settlement date and lasting for the period of two years from that date; and

deferred selection property means each property described in part 5 of the property redress schedule; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

GENERAL MATTERS

6: DEFINED TERMS

documents schedule means the documents schedule to this deed; and

draft settlement bill means the draft settlement bill in the attachments; and

eligible member of Ngāti Tamaterā means a member of Ngāti Tamaterā who on [date] was –

- (a) [aged 18 years or over]; and
- (b) [registered on the register of members of Ngāti Tamaterā kept by [name] for the purpose of voting on –
 - (i) the ratification, and signing, of this deed; and
 - (ii) the approval of the governance entity to receive the redress]; and

encumbrance, in relation to a property, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation, affecting that property; and

Environment Court means the court referred to in section 247 of the Resource Management Act 1991; and

financial and commercial redress means the redress provided by or under –

- (a) clauses 6.1 to 6.8, 6.11 to 6.27 and 6.29 to 6.34;
- (b) the settlement legislation giving effect to any of those clauses; and

financial and commercial redress amount means the amount referred to in clause 6.1 as the financial and commercial redress amount; and

general matters schedule means this schedule; and

governance entity means the trustees for the time being of the Ngāti Tamaterā Treaty Settlement Trust, in their capacity as trustees of the trust; and

GST –

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

Hako means the iwi known as Hako; and

GENERAL MATTERS

6: DEFINED TERMS

Hako settlement deed means the deed signed by the Crown and certain mandated signatories for and on behalf of Hako; and

Hako settlement legislation means legislation that settles the historical claims of Hako; and

Hako Tūpuna Trust means the trust known by that name and established by a trust deed dated 26 August 2014; and

Hei o Wharekaho Settlement Trust means the trust known by that name and established by a trust deed dated 17 August 2017; and

Heritage New Zealand Pouhere Taonga means the Crown entity established by section 9 of the Heritage New Zealand Pouhere Taonga Act 2014; and

historical claim proceedings means an historical claim made in any court, tribunal, or other judicial body; and

historical claims has the meaning given to it by clauses 10.2 to 10.4; and

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

indemnity demand means a demand made by the governance entity to the Crown under part 3 of this schedule for an indemnity payment; and

indemnity payment means a payment made by the Crown under part 3 of this schedule; and

Iwi of Hauraki means, –

- (a) the collective group comprising the following iwi:
 - (i) Hako; and
 - (ii) Ngāi Tai ki Tāmaki; and
 - (iii) Ngāti Hei; and
 - (iv) Ngāti Maru; and
 - (v) Ngāti Paoa; and
 - (vi) Ngāti Porou ki Hauraki; and
 - (vii) Ngāti Pūkenga; and

GENERAL MATTERS

6: DEFINED TERMS

- (viii) Ngāti Rāhiri Tumutumu; and
 - (ix) Ngāti Tamaterā; and
 - (x) Ngāti Tara Tokanui; and
 - (xi) Ngaati Whanaunga; and
 - (xii) Te Patukirikiri; and
- (b) includes the individuals who are members of one or more of the iwi listed in paragraph (a); and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals; and
- (d) where the context requires, means one or more of the iwi listed in paragraph (a) of this definition; and

land holding agency, in relation to, –

- (a) Otautu, means LINZ; and
- (b) 548 Thames Coast Road, means Ministry of Education; and
- (c) all other cultural redress properties, means Department of Conservation; and
- (d) a commercial redress property, a commercial property or a deferred selection property, means the department specified opposite that property in part 3, part 4, or part 5, as the case may be, of the property redress schedule; and
- (e) the second right of purchase property, means the entity specified opposite that property in part 6 of the property redress schedule; and

[Drafting in relation to the second right of purchase property is subject to amendment]

letter of facilitation means the form of letter in part 9 of the documents schedule; and

letter of introduction means the form of letter in part 10 of the documents schedule; and

letter to museums means the form of letter in part 11 of the documents schedule; and

LINZ means Land Information New Zealand; and

main body of this deed means all of this deed, other than the schedules and attachments; and

GENERAL MATTERS

6: DEFINED TERMS

mandated negotiators means the individuals identified as the mandated negotiators by clause 10.9; and

Marutūāhu Iwi means –

- (a) the collective group comprising the following iwi:
 - (i) Ngāti Maru; and
 - (ii) Ngāti Paoa; and
 - (iii) Ngāti Tamaterā; and
 - (iv) Ngaati Whanaunga; and
 - (v) Te Patukirikiri; and
- (b) includes the individuals who are members of one or more of the iwi listed in paragraph (a); and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals; and
- (d) where the context requires, means one or more of the iwi listed in paragraph (a) of this definition; and

Marutūāhu Iwi Collective Redress Deed means a deed signed or to be signed by the Crown and certain mandated signatories for and on behalf of the Marutūāhu Iwi; and

member of Ngāti Tamaterā means an individual referred to in clause 10.5.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

national park management plan has the meaning given to it by section 10 of the draft settlement bill; and

New Zealand Conservation Authority means the authority established under section 6A of the Conservation Act 1987; and

Ngā Mana Whenua o Tāmaki Makaurau has the meaning given to it by section 9 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014; and

Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed means the deed entitled Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed and signed

Handwritten signature

Handwritten signature

GENERAL MATTERS

6: DEFINED TERMS

by the Crown and certain mandated signatories for and on behalf of Ngā Mana Whenua o Tāmaki Makaurau; and

Ngaati Whanaunga means the iwi known as Ngaati Whanaunga; and

Ngaati Whanaunga Ruunanga Trust means the trust known by that name and established by a trust deed dated [date]; and

Ngāi Te Rangi and Ngā Pōtiki means the iwi known as Ngāi Te Rangi and Ngā Pōtiki; and

Ngāi Te Rangi and Ngā Pōtiki settlement legislation has the meaning given to it by section 43 of the draft settlement bill; and

Ngāi Te Rangi Settlement Trust means the trust known by that name and established by a trust deed dated 9 July 2013; and]

Ngāti Hei means the iwi known as Ngāti Hei; and

Ngāti Maru means the iwi known as Ngāti Maru; and

Ngāti Maru Rūnanga Trust means the trust known by that name and established by a trust deed dated 15 October 2013; and

Ngāti Porou ki Hauraki means the iwi known as Ngāti Porou ki Hauraki; and

Ngāti Porou ki Hauraki settlement legislation means legislation that settles the historical claims of Ngāti Porou ki Hauraki; and

Ngāti Rahiri Tumutumu means the iwi known as Ngāti Rahiri Tumutumu; and

Ngāti Rahiri Tumutumu settlement legislation means legislation that settles the historical claims of Ngāti Rahiri Tumutumu; and

Ngāti Tamaterā has the meaning given to it by clause 10.5; and

Ngāti Tamaterā values means the statement of Ngāti Tamaterā values; and

Ngāti Tamaterā Treaty Settlement Trust means the trust known by that name and established by a trust deed dated 22 October 2013; and

Ngāti Tara Tokanui means the iwi known as Ngāti Tara Tokanui; and

Ngāti Tara Tokanui Trust means the trust known by that name and established by a trust deed dated 1 February 2014; and

GENERAL MATTERS

6: DEFINED TERMS

Ngāti Tumutumu Trust means the trust known by that name and established by a trust deed dated *[date]*; and

notice means a notice given under part 4 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and

on-account payments means the Pouarua on-account payment and the cash on-account payment; and

overlay area means the area referred to in clause 5.34.1; and

overlay classification has the meaning given to that term in section 88 of the draft settlement bill; and

Pare Hauraki Collective Redress Deed means a deed signed or to be signed by the Crown and certain mandated signatories for and on behalf of the Iwi of Hauraki; and

Pare Hauraki Collective Redress legislation means, if the bill proposed by the Crown for introduction to the House of Representatives giving effect to the Pare Hauraki Collective Redress Deed is passed, the resulting Act; and

party means, except as provided in paragraph 9.1.3 of the property redress schedule, each of the following:

- (a) Ngāti Tamaterā ;
- (b) the governance entity;
- (c) the Crown; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

Pouarua Farm Limited Partnership means the limited partnership known by that name and registered on 8 November 2013; and

Pouarua Farm property means the land held by the Pouarua Farm Limited Partnership that is comprised in computer freehold register 317403; and

Pouarua on-account payment means the amount referred to in clause 6.1.6 paid by the Crown to the Pouarua Farm Limited Partnership, for the purchase of the Pouarua Farm property; and

primary industries protocol means the primary industries protocol in the documents schedule; and

property redress schedule means the property redress schedule to this deed; and

GENERAL MATTERS

6: DEFINED TERMS

protection principles means the protection principles in the documents schedule; and

protocol means a protocol issued under clause 5.41 and the settlement legislation; and

purchased deferred selection properties means both of the deferred selection properties in relation to which the governance entity and the Crown are to be treated under paragraph 7.4 of the property redress schedule as having entered into an agreement for their sale and purchase; and

redress means –

- (a) the acknowledgements and the apology made by the Crown under clauses 3.1 to 3.22; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

redress property means –

- (a) each cultural redress property; and
- (b) the Waikawau property; and
- (c) each commercial redress property; and

relevant consent authority for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area; and

representative entity means –

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group referred to in clause 10.5.1; or
 - (ii) any one or more members of Ngāti Tamaterā; or
 - (iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 10.5.2; and

resource consent has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

GENERAL MATTERS

6: DEFINED TERMS

responsible Minister has the meaning given to it by section 117 of the draft settlement bill; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

schedules means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents schedule; and

school site means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

second right of purchase property means the property described in part 6 of the property redress schedule; and

settlement means the settlement of the historical claims under this deed and the settlement legislation; and

settlement date means the date that is 60 business days after the date on which the settlement legislation comes into force; and

settlement document means a document entered into to give effect to this deed; and

settlement documentation means this deed and the settlement legislation; and

settlement legislation means, if the bill proposed by the Crown for introduction to the House of Representatives is passed, the resulting Act; and

specified trustees has the meaning given to it by clause 5.33.1; and

statement of association means each statement of association in the documents schedule; and

statement of Ngāti Tamaterā values means in relation to each overlay area, the statement –

- (a) made by Ngāti Tamaterā of their values relating to their cultural, spiritual, historical, and traditional association with that area; and
- (b) that is in the form set out in part 1 of the documents schedule at the settlement date; and

GENERAL MATTERS

6: DEFINED TERMS

statutory acknowledgment has the meaning given to it by section 103 of the draft settlement bill; and

taonga tūturu protocol means the taonga tūturu protocol in the documents schedule; and

tax includes income tax and GST; and

taxable activity has the meaning given to it by section 6 of the Goods and Services Tax Act 1985; and

taxable supply has the meaning given to it by section 2 of the Goods and Services Tax Act 1985; and

tax indemnity means an indemnity given by the Crown under part 3 of this schedule; and

Te Patukirikiri Iwi Trust means the trust known by that name and established by a trust deed dated 24 October 2013; and

Te Tāwharau o Ngāti Pūkenga Trust means the trust known by that name and established by a trust deed dated 24 March 2013; and

Te Tiriti o Waitangi/the Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

transfer value, –

- (a) in relation to Whenuakite Station, means the transfer value provided in part 3 of the property redress schedule in relation to the share of that property referred to in clause 6.5.1(a)(i) to be transferred to the governance entity; and
- (b) in relation to each commercial redress property that is not Whenuakite Station, means the transfer value provided in part 3 of the property redress schedule; and
- (c) in relation to each commercial property, means the transfer value provided in part 4 of the property redress schedule; and
- (d) in relation to the deferred selection properties, has the meaning given to it in part 11 of the property redress schedule; and

[Drafting in relation to the commercial properties to be confirmed]

trustees of the Hako Tūpuna Trust means the trustees from time to time of that trust; and

GENERAL MATTERS

6: DEFINED TERMS

trustees of the Hei o Wharekaho Settlement Trust means the trustees from time to time of that trust; and

trustees of the Ngaati Whanaunga Ruunanga Trust means the trustees from time to time of that trust; and

trustees of the Ngāi Te Rangi Settlement Trust means the trustees from time to time of that trust; and

trustees of the Ngāti Maru Rūnanga Trust means the trustees from time to time of that trust; and

trustees of the Ngāti Tamaterā Treaty Settlement Trust means the trustees from time to time of that trust; and

trustees of the Ngāti Tara Tokanui Trust means the trustees from time to time of that trust; and

trustees of the Ngāti Tumutumu Trust means the trustees from time to time of that trust; and

trustees of the Te Patukirikiri Iwi Trust means the trustees from time to time of that trust; and

trustees of the Te Tāwharau o Ngāti Pūkenga Trust means the trustees from time to time of that trust; and

vesting, in relation to a cultural redress property and the Waikawau property, means its vesting under the settlement legislation; and

vesting date has the meaning given to it by clause 5.33.5; and

Waikawau property means the property known by that name and described in schedule 1 of the draft settlement bill; and

Waitangi Tribunal means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; and

writing means representation in a visible form and on a tangible medium (such as print on paper).

GENERAL MATTERS

7 INTERPRETATION

- 7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 7.2 Headings do not affect the interpretation.
- 7.3 A term defined by –
- 7.3.1 this deed has the meaning given to it by this deed; and
 - 7.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as –
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
 - 7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 7.11 A reference to –

GENERAL MATTERS

7: INTERPRETATION

- 7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and
- 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
- 7.11.3 a party includes a permitted successor of that party; and
- 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown –
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in –
- 7.14.1 the main body of this deed are referred to as clauses; and
- 7.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and
- 7.14.3 the documents in the documents schedule are referred to as clauses; and
- 7.14.4 the draft settlement bill are referred to as sections.
- 7.15 If there is a conflict between a provision that is –
- 7.15.1 in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails; and
- 7.15.2 in English and a corresponding provision in Māori, the provision in English prevails.
- 7.16 The deed plans in the attachments that are referred to in the overlay classification and the statutory acknowledgement indicate the general locations of the relevant site and areas but not their precise boundaries.
- 7.17 The deed plans in the attachments that show the cultural redress properties and the Waikawau property, indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal

GENERAL MATTERS

7: INTERPRETATION

descriptions for the cultural redress properties and the Waikawau property, are shown in schedule 1 of the draft settlement bill.