

THE MAUNGAHARURU-TANGITŪ HAPŪ

and

THE TRUSTEES OF THE MAUNGAHARURU-TANGITŪ TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

GENERAL MATTERS

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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 the Hapū or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 The Hapū 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.

2. INTEREST

2.1 The Crown must pay interest to the governance entity –

2.1.1 in relation to the financial and commercial redress amount –

- (a) for the period in paragraph 2.2.1, on the date that the cash payment is made under clause 6.1; and
- (b) for the period in paragraph 2.2.2, within eight business days after the date that the cash payment is made under clause 6.1; and

2.1.2 in relation to the balance of the financial and commercial redress amount, being \$9,722,000, for the period in paragraph 2.2.3, on the settlement date.

2.2 The interest is payable –

2.2.1 on the financial and commercial redress amount for the period –

- (a) beginning on the date of the agreement in principle; and
- (b) ending on the day before the date of this deed; and

2.2.2 on the financial and commercial redress amount for the period –

- (a) beginning on the date of this deed; and
- (b) ending on the day before the date that the cash payment is made under clause 6.1; and

2.2.3 on the balance of the financial and commercial redress amount, being \$9,722,000, for the period –

- (a) beginning on the date that the cash payment is made under clause 6.1; and
- (b) ending on the day before the settlement date; and

2.2.4 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.

2.3 The interest is –

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

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

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 any amounts paid or distributed by the Crown Forestry Rental Trust in relation to the licensed land, including rental proceeds and interest on rental proceeds as may be provided under the settlement documentation:
 - 3.3.3 the transfer of RFR land under the settlement documentation:
 - 3.3.4 the governance entity's –
 - (a) use of Crown redress or an indemnity payment; or
 - (b) payment of costs, or any other amounts, in relation to Crown redress.

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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 RFR land under the settlement documentation is a taxable supply for GST purposes; and

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.

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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
 - (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 –

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- 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 –
 - (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

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- (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.

4. FISHERIES RELATIONSHIP AGREEMENT

BACKGROUND

- 4.1 In accordance with clause 5.48 of the agreement in principle, the parties have been exploring in good faith a relationship agreement between the governance entity, Ngati Kahungunu Iwi Incorporated (NKII) and the Ministry for Primary Industries (**Ministry**) in relation to fisheries.
- 4.2 The Ministry has agreed to explore a relationship agreement with NKII, and the mandated representatives, which includes the governance entity.
- 4.3 It is intended that the fisheries relationship agreement will:
- 4.3.1 detail how the Ministry will exercise its powers and functions under the fisheries legislation in relation to NKII, and the mandated representatives;
 - 4.3.2 recognise NKII's role as a mandated iwi organisation under the Māori Fisheries Act 2004;
 - 4.3.3 recognise that the tāngata whenua groups continue to have rights as tāngata whenua:
 - (a) to be consulted under the Fisheries Act 1996; and
 - (b) to exercise their customary non-commercial fisheries interests under the Fisheries Act 1996 and related regulations.

DEVELOPING THE FISHERIES RELATIONSHIP AGREEMENT

- 4.4 On the date of this deed, the Ministry, the governance entity and NKII have agreed a draft of the fisheries relationship agreement (**default relationship agreement**).
- 4.5 After the date of this deed, the Ministry, and the governance entity will continue negotiations (along with NKII and the mandated representatives who wish to participate) to endeavour to agree a final version of the fisheries relationship agreement.
- 4.6 Within 18 months after the date of this deed, the Ministry and the governance entity (along with NKII and the mandated representatives who wish to sign), will sign:
- 4.6.1 the final version of the fisheries relationship agreement as agreed under paragraph 4.5; or
 - 4.6.2 if agreement is not reached under paragraph 4.5, the default relationship agreement.

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- 4.7 The fisheries relationship agreement signed under paragraph 4.6 will provide for other mandated representatives who have not signed the agreement, to accede to the agreement at a later date if they wish.

ACKNOWLEDGEMENT

- 4.8 The governance entity and the Ministry acknowledge that the fisheries relationship agreement does not preclude the right of other mandated representatives and the tāngata whenua groups they represent to negotiate their own redress in respect of fisheries.

5. NOTICE

APPLICATION

- 5.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 5.2 In particular, this part is subject to the provisions of part 5 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property.

REQUIREMENTS

- 5.3 A notice must be –
- 5.3.1 in writing; and
 - 5.3.2 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); and
 - 5.3.3 addressed to the recipient at its address or facsimile number as provided –
 - (a) in paragraph 5.6; or
 - (b) if the recipient has given notice of a new address or facsimile number, in the most recent notice of a change of address or facsimile number; and
 - 5.3.4 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) by faxing it to the recipient's facsimile number.

TIMING

- 5.4 A notice is to be treated as having been received:
- 5.4.1 at the time of delivery, if personally delivered; or
 - 5.4.2 on the second day after posting, if posted; or
 - 5.4.3 on the day of transmission, if faxed.
- 5.5 However, if a notice is treated under paragraph 5.4 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.

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ADDRESSES

5.6 The address of –

5.6.1 the Hapū and the governance entity is –

C/- The Chairperson
Maungaharuru-Tangitū Trust
Unit 4, 144E Kennedy Road
Marewa
PO Box 3376
Hawke's Bay Mail Centre
NAPIER 4142

5.6.2 the Crown is –

C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
PO Box 2858
WELLINGTON

Facsimile No. 04 473 3482

6. MISCELLANEOUS

AMENDMENTS

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

ENTIRE AGREEMENT

- 6.2 This deed, and each of the settlement documents, in relation to the matters in it, –
- 6.2.1 constitutes the entire agreement; and
 - 6.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 6.3 Paragraph 6.4 applies to rights and obligations under this deed or a settlement document.
- 6.4 Except as provided in this deed or a settlement document, a party –
- 6.4.1 may not transfer or assign its rights or obligations; and
 - 6.4.2 does not waive a right by –
 - (a) failing to exercise it; or
 - (b) delaying in exercising it; and
 - 6.4.3 is not precluded by a single or partial exercise of a right from exercising –
 - (a) that right again; or
 - (b) another right.

7. DEFINED TERMS

7.1 In this deed –

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

agreement in principle means the agreement in principle referred to in clause 1.58.2; and

area of interest means the area identified as the Maungaharuru-Tangitū Hapū 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 RFR plan, and the draft settlement bill; and

Bed of Lake Opouahi means the land described by that name in the second column of schedule 4 of the draft settlement bill; and

Bed of Lake Orakai means the land described by that name in the second column of schedule 4 of the draft settlement bill; and

Bed of Lake Waikopiro means the land described by that name in the second column of schedule 4 of 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) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of –
 - (i) Wellington; or
 - (ii) Hawke's Bay; and

cash payment means the amount that the Crown must pay under clause 6.1 within five business days after the date of this deed; and

catchments fund has the meaning given to it in clause 5.14.1; and

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catchments management area has the meaning given to it in clause 5.12; and

commercial redress property means each property described in part 3 of the property redress schedule; and

Commissioner of Crown Lands has the same meaning as Commissioner in section 2 of the Land Act 1948; and

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

committee has the meaning given to it in clause 5.44; and

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

conservation area has the meaning given to it by section 2(1) of the Conservation Act 1987; and

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

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

Crown forest land has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown forestry licence –

- (a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to licensed land, means the licence described in relation to that land in part 3 of the property redress schedule; and

Crown Forestry Rental Trust means the trust established by the Crown forestry rental trust deed; and

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

Crown minerals protocol means the Crown minerals protocol in the documents schedule; and

Crown protected area has the meaning given to it by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008; and

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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 of first refusal in relation to 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 RFR land; or
 - (ii) RFR land; and

cultural redress means the redress provided by or under –

- (a) clauses 5.1 to 5.57; or
- (b) the settlement legislation giving effect to any of those clauses; and

cultural redress property means each property described in schedule 4 of the draft settlement bill; and

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

deed of recognition means each 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

default relationship agreement has the meaning given to it in paragraph 4.4 of this schedule; and

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

disclosed encumbrance, in relation to each commercial redress property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

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disclosure information has the meaning given to it by paragraph 1.2 of the property redress schedule; and

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 the Hapū means a member of the Hapū who was –

(a) in relation to the vote in clause 1.62.1, on 4 December 2012 –

(i) aged 18 years or over; and

(ii) registered on the register of members of the Hapū kept by Maungaharuru-Tangitu Incorporated for the purpose of voting on the approval of the governance entity to receive the redress; and –

(b) in relation to the vote in clause 1.62.2, on 1 May 2013 –

(i) aged 18 years or over; and

(ii) registered on the register of members of the Hapū kept by Maungaharuru-Tangitu Incorporated for the purpose of voting on the ratification, and signing, of this deed; 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;

(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

fisheries legislation means –

(a) the Fisheries Act 1983;

(b) the Fisheries Act 1996;

(c) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;

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- (d) the Maori Commercial Aquaculture Claims Settlement Act 2004;
- (e) the Maori Fisheries Act 2004; and
- (f) any regulations made under these Acts; and

general matters schedule means this schedule; and

governance entity means the trustees for the time being of the Maungaharuru-Tangitū 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

Hapū values means the statement of Hapū values; 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 8.2 to 8.4; 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

lake, in relation to a lake property, means –

- (a) the space occupied from time to time by the waters of the lake at their highest level without overflowing its banks; and
- (b) the airspace above the water; and
- (c) the bed below the water; and

Lake Opouahi property means the Bed of Lake Opouahi and the stratum above Bed of Lake Opouahi; and

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Lake Orakai property means the Bed of Lake Orakai and the stratum above Bed of Lake Orakai; and

lake property means each of the following sites –

- (a) Lake Opouahi property;
- (b) Part Lake Tūtira property;
- (c) Lake Waikopiro property;
- (d) Lake Orakai property; and

Lake Waikopiro property means the Bed of Lake Waikopiro and the stratum above Bed of Lake Waikopiro; and

land holding agency, in relation to, –

- (a) a cultural redress property, means the Department of Conservation; and
- (b) a commercial redress property, means the department specified opposite that property in part 3 of the property redress schedule; and

licensed land –

- (a) means the land described in part 3 of the property redress schedule as licensed land; but
- (b) excludes –
 - (i) all trees growing, standing, or lying on the land; and
 - (ii) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; 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

mandated representatives means the mandated representatives who have been recognised by the Crown for the purposes of the settlement of the historical Treaty of Waitangi claims of their respective tāngata whenua groups; and

Maungaharuru-Tangitū Hapū or **Hapū** has the meaning given to it by clause 8.5; and

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Maungaharuru-Tangitu Incorporated and **MTI** means the incorporated society known by that name (formerly known by the name Maungaharuru-Tangitu Society Incorporated) and incorporated on 8 June 2004; and

Maungaharuru-Tangitū Trust means the trust known by that name and established by a trust deed dated 18 December 2012 and signed by:

Charmaine Dawn Kui Butler, Administrator, Napier:

Tania Marama Petrus Hopmans, Consultant, Wellington:

Tamehana Pekapeka Manaena, Commercial Manager, Napier:

Justin Owen Ian Puna, Tutor Reo Māori/Programme Manager, Porirua:

Sabrè Te Rina Puna, Kaiako Rongoā Māori, Napier:

Frederick Roy Maadi Reti, Team Leader Social Worker, Napier:

Bevan Maihi Taylor, Negotiator, Napier:

Elaine Rangitua Taylor, Registration Officer, Napier:

Kerri Donna Nuku, Manager, Hastings; and

member of the Hapū means an individual referred to in clause 8.5.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

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

New Zealand Historic Places Trust has the meaning given to Trust in section 2 of the Historic Places Act 1993; and

Ngati Kahungunu Iwi Incorporated and **NKII** means the incorporated society known by the name Ngati Kahungunu Iwi Incorporated (formerly known by the name Te Runanganui o Ngati Kahungunu Incorporated) and incorporated on 19 December 1988; and

notice means a notice given under part 5 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and

Part Bed of Lake Tūtira means the land described by that name in the second column of schedule 4 of the draft settlement bill; and

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Part Lake Tūtira property means the Part Bed of Lake Tūtira and the stratum above Part Bed of Lake Tūtira; and

party means each of the following:

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

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

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

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

protocol means a protocol issued under clause 5.32 and the settlement legislation; and

redress means –

- (a) the acknowledgements and the apology made by the Crown under clauses 3.1 to 3.21; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

redress property means –

- (a) each cultural redress property; and
- (a) each commercial redress property; and

Regional Council means the Hawke's Bay Regional Council; and

Relationship Agreement Area has the meaning given to it in the relationship agreement with the Ministry for the Environment, the form of which is in part 8 of the documents schedule; 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

rental proceeds has the meaning given to it by the Crown forestry rental trust deed; and

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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 8.5.1; or
 - (ii) any one or more members of the Hapū; or
 - (iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 8.5.2; and

reserve has the meaning given to it in clause 5.9; and

reserve fund has the meaning given to it in clause 5.11; and

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

responsible Minister has the meaning given to it by section 31 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

RFR area means the area set out on the RFR plan; and

RFR land means land within the RFR area shown on the RFR plan 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

RFR plan means SO 459557 in the attachments; and

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schedules means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents 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 20 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 under clause 7.1 is passed, the resulting Act; and

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

statement of Hapū values means, in relation to each Tātai Tūāpapa site, the statement –

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

statutory acknowledgment has the meaning given to it by section 11 of the draft settlement bill; and

statutory plan has the meaning given to it by section 37 of the draft settlement bill; and

stratum, in relation to a lake property, means the space occupied by –

- (a) the water of the lake; and
- (b) the air above the water; and

stratum above Bed of Lake Opouahi means the stratum described by that name in the second column of schedule 4 of the draft settlement bill; and

stratum above Bed of Lake Orakai means the stratum described by that name in the second column of schedule 4 of the draft settlement bill; and

stratum above Bed of Lake Waikopiro means the stratum described by that name in the second column of schedule 4 of the draft settlement bill; and

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stratum above Part Bed of Lake Tūtira means the stratum described by that name in the second column of schedule 4 of the draft settlement bill; and

tāngata whenua groups means the hapū of Ngāti Kahungunu and Rongomaiwahine; and

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

Tātai Tūāpapa means the sites declared subject to a Tātai Tūāpapa by the settlement legislation, being the sites referred to in clause 5.17.1; 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 Kawenata means Te Kawenata in the documents schedule; and

Te Kawenata Area has the meaning given to it in Te Kawenata; and

Te Pohue Domain Recreation Reserve hall and hall –

(a) means the hall and the ancillary buildings adjacent to the hall located on the Te Pohue Domain Recreation Reserve and owned by Hastings District Council immediately before the vesting of Te Pohue Domain Recreation Reserve in the governance entity; and

(b) includes any hall or building that replaces the hall or an ancillary building adjacent to the hall (as the case may be) in accordance with the draft settlement bill; and

terms of negotiation means the terms of negotiation referred to in clause 1.58.1; and

transfer value, in relation to a commercial redress property, means the transfer value provided in part 3 of the property redress schedule in relation to that property; and

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

trustees of the Maungaharuru-Tangitū Trust means the trustees from time to time of that trust; and

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

vesting and gift back sites means the sites listed in clause 5.15.1; and

vesting date has the meaning given to it in clause 5.15.1; 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).

8. INTERPRETATION

- 8.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 8.2 Headings do not affect the interpretation.
- 8.3 A term defined by –
- 8.3.1 this deed has the meaning given to it by this deed; and
 - 8.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.
- 8.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 8.5 The singular includes the plural and vice versa.
- 8.6 One gender includes the other genders.
- 8.7 Any monetary amount is in New Zealand currency.
- 8.8 Time is New Zealand time.
- 8.9 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.
- 8.10 A period of time specified as –
- 8.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
 - 8.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
 - 8.10.3 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
 - 8.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 8.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 8.11 A reference to –

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- 8.11.1 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
- 8.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
- 8.11.3 a party includes a permitted successor of that party; and
- 8.11.4 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.
- 8.12 An agreement by two or more persons binds them jointly and severally.
- 8.13 If the Crown must endeavour to do something or achieve some result, the Crown –
- 8.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 8.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 8.14 Provisions in –
- 8.14.1 the main body of this deed are referred to as clauses; and
- 8.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and
- 8.14.3 the documents in the documents schedule are referred to as clauses; and
- 8.14.4 the draft settlement bill are referred to as sections.
- 8.15 If there is a conflict between a provision that is –
- 8.15.1 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
- 8.15.2 in English and a corresponding provision in Māori, the provision in English prevails.
- 8.16 The deed plans in the attachments that are referred to in the Tātai Tūāpapa, deeds of recognition, and the statutory acknowledgement indicate the general locations of the relevant sites and areas but not their precise boundaries.
- 8.17 The deed plans in the attachments that show the cultural redress properties and the vesting and gift back sites indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for the cultural redress properties and the vesting and gift back sites are shown in schedules 4 and 5 of the draft settlement bill.

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- 8.18 The deed plans for the catchments management area, the Relationship Agreement Area and the Te Kawenata Area indicate the general locations of the relevant areas but not their precise boundaries.

STATEMENT OF INDEMNITY GIVEN UNDER THE PUBLIC FINANCE ACT 1989

Pursuant to section 65ZD(3) of the Public Finance Act 1989, the Minister of Finance makes the following statement:

"On the day of June 2013, I, The Honourable Simon William English, Minister of Finance, on behalf of the Crown, gave a tax indemnity to the trustees of the Maungaharuru-Tangitū Trust as described under Part 3 of the General Matters Schedule of the Deed of Settlement for the Maungaharuru-Tangitū Hapū signed on 25 May 2013 and which is to apply from the date of such signing (namely 25 May 2013).

Dated at *5 pm* this *12* day of *June* 2013



Hon Simon William English
Minister of Finance