

TŪHOE

ME

TE URU TAUMATUA

RĀUA KO

TE KARAUNA / THE CROWN

**WHĀRIKI: NĀ TAKE WHANUI
DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

JH

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1 SETTLEMENT

ACKNOWLEDGEMENTS

- 1.1 Each party acknowledges that:
- 1.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
 - 1.1.2 full compensation to Tūhoe is not possible; and
 - 1.1.3 Tūhoe intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 1.1.4 the settlement is intended to enhance the ongoing relationship between Tūhoe and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 1.2 Tūhoe acknowledge that, taking all matters into consideration (some of which are specified in paragraph 1.1), the settlement is fair in the circumstances.

SETTLEMENT

- 1.3 Therefore, on and from the settlement date:
- 1.3.1 the historical claims are settled;
 - 1.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 1.3.3 the settlement is final.
- 1.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

- 1.5 The redress, to be provided in settlement of the historical claims:
- 1.5.1 is intended to benefit Tūhoe collectively; but
 - 1.5.2 may benefit particular members, or particular groups of members, of Tūhoe if Te Uru Taumatua so determines in accordance with their procedures.

1: SETTLEMENT

IMPLEMENTATION

- 1.6 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill:
- 1.6.1 settle the historical claims;
 - 1.6.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;
 - 1.6.3 despite paragraph 1.6.2, provide that the Waitangi Tribunal:
 - (a) may complete and release a report on the claims of Tūhoe; and
 - (b) must not make recommendations in relation to any of the historical claims;
 - 1.6.4 provide that the legislation referred to in section 17 of the draft settlement bill does not apply:
 - (a) to land within the RFR area; or
 - (b) for the benefit of Tūhoe or a representative entity;
 - 1.6.5 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, each allotment that is solely within the RFR area;
 - 1.6.6 provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
 - (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which:
 - (i) Te Uru Taumatua may hold or deal with property; and
 - (ii) the Tūhoe Trust may exist; and
 - 1.6.7 require the Secretary for Justice to make copies of this deed publicly available.
- 1.7 Part 2 of this schedule provides for other action in relation to the settlement.

2 IMPLEMENTATION OF SETTLEMENT

- 2.1 Te Uru Taumatua must use best endeavours to ensure that every historical claim proceedings is discontinued:
- 2.1.1 by the settlement date; or
 - 2.1.2 if not by the settlement date, as soon as practicable afterwards.
- 2.2 The Crown may, after the settlement date, do all or any of the following:
- 2.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement;
 - 2.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement; and
 - 2.2.3 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.
- 2.3 The Crown may cease, in relation to Tūhoe or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 2.4 Tūhoe and Te Uru Taumatua must:
- 2.4.1 support a bill referred to in paragraph 2.2.3; and
 - 2.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

3 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 3.1 Within 12 months after the date of this deed, the Crown must propose the draft settlement bill and Te Urewera bill together as an omnibus bill for introduction to the House of Representatives.
- 3.2 The draft settlement bill proposed for introduction may include changes:
- 3.2.1 of a minor or technical nature; and
 - 3.2.2 required to meet the legislative drafting conventions of the Parliamentary Counsel Office; or
 - 3.2.3 where paragraphs 3.2.1 and 3.2.2 do not apply, where those changes have been agreed in writing by Te Uru Taumatua and the Crown prior to introduction.
- 3.3 The Te Urewera bill proposed for introduction to the House of Representatives must:
- 3.3.1 provide for, as required, the matters in part 4A of this deed modified as necessary to meet the legislative drafting conventions of the Parliamentary Counsel Office; and
 - 3.3.2 be agreed in writing by Te Uru Taumatua and the Crown prior to introduction.
- 3.4 Tūhoe and Te Uru Taumatua must support the passage through Parliament of the draft settlement bill and the Te Urewera bill.
- 3.5 If the draft settlement bill and the Te Urewera bill are introduced as an omnibus bill, as provided for in paragraph 3.1, the Crown will introduce a Supplementary Order Paper to divide the Bill at the Committee of the Whole House stage.

SETTLEMENT CONDITIONAL

- 3.6 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 3.7 However, the following provisions of this deed are binding on its signing:
- 3.7.1 paragraphs 3.1 to 3.11 of this part; and
 - 3.7.2 paragraph 2.3, and parts 6 to 9, of this general matters schedule.

3: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

EFFECT OF THIS DEED

3.8 This deed:

3.8.1 is “without prejudice” until it becomes unconditional; and

3.8.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

3.9 Paragraph 3.8 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

3.10 The Crown or Te Uru Taumatua may terminate this deed, by notice to the other, if:

3.10.1 the settlement legislation has not come into force within 30 months after the date of this deed; and

3.10.2 the terminating party has given the other party at least 20 business days notice of an intention to terminate.

3.11 If this deed is terminated in accordance with its provisions, it:

3.11.1 (and the settlement) are at an end;

3.11.2 does not give rise to any rights or obligations; and

3.11.3 remains “without prejudice”.

4 INTEREST

- 4.1 The Crown must pay to Te Uru Taumatua on the settlement date:
- 4.1.1 \$2,852,000 being the interest payable on the financial redress provided to Tūhoe pursuant to the CNI deed, for the period:
 - (a) beginning on 25 June 2008, being the date of the CNI deed of settlement; and
 - (b) ending on 1 July 2009, being the CNI settlement date; and
 - 4.1.2 interest on \$106,040,247.
- 4.2 The interest under paragraph 4.1.2 is payable for the period:
- 4.2.1 beginning on 10 September 2012; and
 - 4.2.2 ending on the day before the settlement date.
- 4.3 The interest under paragraph 4.1 is:
- 4.3.1 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;
 - 4.3.2 subject to any tax payable in relation to it; and
 - 4.3.3 payable after withholding any tax required by legislation to be withheld.

5 TAX

INDEMNITY

- 5.1 The provision of Crown redress, or an indemnity payment, to Te Uru Taumatua is not intended to be:
- 5.1.1 a taxable supply for GST purposes; or
 - 5.1.2 assessable income for income tax purposes.
- 5.2 The Crown must, therefore, indemnify Te Uru Taumatua for:
- 5.2.1 any GST payable by Te Uru Taumatua in respect of the provision of Crown redress or an indemnity payment;
 - 5.2.2 any income tax payable by Te Uru Taumatua as a result of any Crown redress, or an indemnity payment, being treated as assessable income of Te Uru Taumatua; and
 - 5.2.3 any reasonable cost or liability incurred by Te Uru Taumatua in taking, at the Crown's direction, action:
 - (a) relating to an indemnity demand; or
 - (b) under paragraph 5.13 or paragraph 5.14.1(b).

LIMITS

- 5.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 5.3.1 interest paid under part 4;
 - 5.3.2 the transfer of a deferred selection property or RFR land under the settlement documentation; or
 - 5.3.3 Te Uru Taumatua's:
 - (a) use of Crown redress or an indemnity payment; or
 - (b) payment of costs, or any other amounts, in relation to Crown redress.

ACKNOWLEDGEMENTS

- 5.4 To avoid doubt, the parties acknowledge:
- 5.4.1 the Crown redress is provided:
 - (a) to settle the historical claims; and
 - (b) with no other consideration being provided;

5: TAX

- 5.4.2 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;
- 5.4.3 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;
 - (b) if Te Uru Taumatua 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;
- 5.4.4 the transfer of a deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 5.4.5 Te Uru Taumatua 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

- 5.5 Te Uru Taumatua, any person associated with it, and the Crown must not act in a manner that is inconsistent with this part 5.
- 5.6 In particular, Te Uru Taumatua agrees that:
- 5.6.1 from the settlement date, it is a registered person (and will continue from the settlement date to be a registered person) for GST purposes, unless it is not carrying on a taxable activity; and
 - 5.6.2 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.

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INDEMNITY DEMANDS

- 5.7 Te Uru Taumatua and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that Te Uru Taumatua may be entitled to an indemnity payment.
- 5.8 An indemnity demand:
- 5.8.1 may be made at any time after the settlement date; but
 - 5.8.2 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
 - 5.8.3 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

- 5.9 If Te Uru Taumatua is entitled to an indemnity payment, the Crown may make the payment to:
- 5.9.1 Te Uru Taumatua; or
 - 5.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, Te Uru Taumatua.
- 5.10 Te Uru Taumatua must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of:
- 5.10.1 the due date for payment of the tax; or
 - 5.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

- 5.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, Te Uru Taumatua must promptly repay to the Crown any amount that:
- 5.11.1 the Commissioner of Inland Revenue refunds or credits to Te Uru Taumatua; or
 - 5.11.2 Te Uru Taumatua has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

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- 5.12 Te Uru Taumatua has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 5.11.

RULINGS

- 5.13 Te Uru Taumatua 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

- 5.14 If Te Uru Taumatua is entitled to an indemnity payment the Crown may:

5.14.1 by notice to Te Uru Taumatua, 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
 - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

5.14.2 nominate and instruct counsel on behalf of Te Uru Taumatua whenever it exercises its rights under paragraph 5.14.1; and

5.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

- 5.15 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.

6 NOTICE

APPLICATION

- 6.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 6.2 In particular, this part is subject to the provisions of part 6 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property or a deferred selection property.

REQUIREMENTS

- 6.3 A notice must be:
- 6.3.1 in writing;
 - 6.3.2 signed by the person giving it (but, if Te Uru Taumatua is giving the notice, it is effective if not less than four trustees sign it);
 - 6.3.3 addressed to the recipient at its address or facsimile number as provided:
 - (a) in paragraph 6.6; 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
 - 6.3.4 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

- 6.4 A notice is to be treated as having been received:
- 6.4.1 at the time of delivery, if personally delivered;
 - 6.4.2 on the second day after posting, if posted; or
 - 6.4.3 on the day of transmission, if faxed.
- 6.5 However, if a notice is treated under paragraph 6.4 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.

6: NOTICE

ADDRESSES

6.6 The address of:

6.6.1 Te Uru Taumatua is:

22 Tūhoe Street
Taneatua

6.6.2 the Crown is:

(Before 1 July 2013)
C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
PO Box 2858
WELLINGTON

Facsimile No. 04 473 3482

(From 1 July 2013)
C/- The Solicitor General
Crown Law Office
The Vogel Centre
19 Aitken Street
P O Box 2858
WELLINGTON

Facsimile No. 04 473 3482

7 MISCELLANEOUS

AMENDMENTS

- 7.1 This deed may be amended only by written agreement signed by Te Uru Taumatua and the Crown.

ENTIRE AGREEMENT

- 7.2 This deed, and each of the settlement documents, in relation to the matters in it:
- 7.2.1 constitutes the entire agreement; and
 - 7.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 7.3 Paragraph 7.4 applies to rights and obligations under this deed or a settlement document.
- 7.4 Except as provided in this deed or a settlement document, a party:
- 7.4.1 may not transfer or assign its rights or obligations;
 - 7.4.2 does not waive a right by:
 - (a) failing to exercise it; or
 - (b) delaying in exercising it; and
 - 7.4.3 is not precluded by a single or partial exercise of a right from exercising:
 - (a) that right again; or
 - (b) another right.

8 DEFINITIONS

HISTORICAL CLAIMS

8.1 In this deed, **historical claims**:

8.1.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Tūhoe, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

- (a) is, or is founded on, a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
- (b) arises from or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and

8.1.2 includes every claim to the Waitangi Tribunal to which paragraph 8.2.1 applies that relates exclusively to Tūhoe or a representative entity, including the following claims:

- (a) Wai 35 - Tūhoe Lands and State Owned Enterprises Act claim;
- (b) Wai 36 - Tūhoe lands claim;
- (c) Wai 40 - Waiōhau B9B and other blocks claim;
- (d) Wai 333 - Lake Waikaremoana claim;
- (e) Wai 386 - Matahina F block claim;
- (f) Wai 509 - Urewera Consolidation Act claim;
- (g) Wai 560 - Waiōhau 1B block and Te Houhi village claim;
- (h) Wai 726 - Ngāti Haka and Patuheuheu Lands, Forests and Resources (Urewera) claim;
- (i) Wai 761 - Urewera Lands and Waters;
- (j) Wai 794 - Ōpouriao lands and resources claim;

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- (k) Wai 795 - Tumatawhero Waikaremoana claim;
 - (l) Wai 842 - Tuawhenua blocks and Te Urewera National Parks claim;
 - (m) Wai 989 - Tūhoe cultural heritage claim;
 - (n) Wai 1009 - Ngāi Te Kapo Waahi Tapu claim;
 - (o) Wai 1010 - Ngāti Hinekura and Te Whānau Pani rating claim;
 - (p) Wai 1011 - Tamakaimoana public works claim;
 - (q) Wai 1012 - Kereopa alienation of land claim;
 - (r) Wai 1026 - Tamaikoha ancestral land claim;
 - (s) Wai 1035 - Ngā Hapū o te Waimana Economic and Social Policy claim;
 - (t) Wai 1036 - Ruātoki Hapū Economic and Social Policy claim;
 - (u) Wai 1037 - Ngāti Hinekura & Ngāti Pani Economic and Social Policy claim;
 - (v) Wai 1039 - Te Urewera Treaty of Waitangi claim;
 - (w) Wai 1041 - Ngā Hapū o Te Urewera/Ngā Taone assimilation policy claim;
 - (x) Wai 1042 - Descendants of Tamaikoha land confiscation claim;
 - (y) Wai 1149 - Pohokura 3B and 7A land block claim; and
 - (z) Wai 1225 - Ngā Rauru o Ngā Potiki Kaingāroa Claim;
- 8.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 8.2.1 applies, so far as it relates to Tūhoe or a representative entity, including the following claims:
- (a) Wai 212 - Ikawhenua Lands and Waterways claim;
 - (b) Wai 724 - Murupara Section and Rating Powers Act 1888 claim; and
 - (c) Wai 725 - The Te Pahou Blocks claim.
- 8.2 However, **historical claims** does not include the following claims:
- 8.2.1 a claim that a member of Tūhoe, or a whānau, hapū, or group referred to in paragraph 8.4.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 8.4.1;
 - 8.2.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in paragraph 8.2.1.
- 8.3 To avoid doubt, paragraph 8.1.1 is not limited by paragraphs 8.1.2 or 8.1.3.

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TŪHOE

8.4 For the purposes of this deed and the historical settlement of Tūhoe's claims, **Tūhoe** means:

8.4.1 the collective group composed of individuals who descend from one or more Tūhoe tipuna or ancestor; and

8.4.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.4.1, including the following hapū:

Contemporary

- (a) Kākahu Tāpiki (Ngāti Kākahutāpiki);
- (b) Ngāti Kurī Kino (Ngāti Kuri);
- (c) Ngā Māihi;
- (d) Ngāi Te Rūrehe (Ngāi Te Riu);
- (e) Tarapāroa;
- (f) Ngāi Tātua;
- (g) Ngāti Tūrangā Pikitoi;
- (h) Ngāti Haka / Patuheuheu;
- (i) Hāmua;
- (j) Ngāti Hinekura;
- (k) Ngāti Kōura;
- (l) Ngāti Kōurakino (Ngāti Kōura);
- (m) Ngāti Manunui;
- (n) Ngāti Murahōi (Ngāti Mura);
- (o) Ngāti Raka;
- (p) Ngāti Rere;
- (q) Ngāti Rongokārae (Ngāti Rongo);
- (r) Ngāi Tamatea;
- (s) Ngāti Tamatuhirae / Ngāti Tama;
- (t) Ngāti Tāwhakī;
- (u) Ngāi Te Paena;

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- (v) Tamakaimōana;
- (w) Tamaruarangi;
- (x) Te Māhurehure;
- (y) Te Urewera;
- (z) Te Warahoe;
- (aa) Te Whakatāne;
- (bb) Te Whānau Pani;

Historic

- (cc) Hapuoneone;
- (dd) Murakareke;
- (ee) Ngā Pōtiki;
- (ff) Ngāi Te Amohanga;
- (gg) Ngāi Te Kahu;
- (hh) Ngāi Te Kapo o te Rangī;
- (ii) Ngāi Tūmatawhā;
- (jj) Ngāti Hā;
- (kk) Ngāti Hape;
- (ll) Ngāti Hiki;
- (mm) Ngāti Hinewhakarau;
- (nn) Ngāti Karetehe;
- (oo) Ngāti Korokaiwhenua;
- (pp) Ngāti Kūmara;
- (qq) Ngāti Maru;
- (rr) Ngāti Mataatua;
- (ss) Ngāti Matewai;
- (tt) Ngāti Muriwai;
- (uu) Ngāti Pakitua;
- (vv) Ngāti Peehi;



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- (ww) Ngāti Rākei;
- (xx) Ngāti Rautao;
- (yy) Ngāti Rerekahika;
- (zz) Ngāti Ruatāhuna;
- (aaa) Ngāti Tahu;
- (bbb) Ngāti Tamakere;
- (ccc) Ngāti Te Umuiti;
- (ddd) Ngāti Tūmatawhero;
- (eee) Ngāti Wehi o te Rangi;
- (fff) Mārangaranga
- (ggg) Te Whanau a Eria;
- (hhh) Tūhoe Pōtiki;
- (iii) Whanaupani; and
- (jjj) Ngāti Huri;

8.4.3 every individual referred to in paragraph 8.4.1.

8.5 For the purposes of paragraph 8.4.1:

8.5.1 a person is **descended** from another person if the first person is descended from the other by:

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Tūhoe's tikanga (customary values and practices);

8.5.2 **Tūhoe tipuna** means an individual who exercised customary rights within the Tūhoe area of interest on or after 6 February 1840 by virtue of being descended from Tūhoe or Pōtiki; and

8.5.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

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MANDATED SIGNATORIES

8.6 In this deed **mandated signatories** means the following individuals:

- 8.6.1 Tāmami Kruger - (Chair) Ruātoki;
- 8.6.2 Īharāira Tēmara - (Deputy Chair) Maungapōhatu;
- 8.6.3 Irene Williams - Ruātoki;
- 8.6.4 Hinerangi Biddle - Ruatāhuna;
- 8.6.5 Tāhae Doherty - Ruatāhuna;
- 8.6.6 Clifford Ākuhata - Te Waimana;
- 8.6.7 Matthew Te Pou - Te Waimana;
- 8.6.8 Lorna Taylor - Waikaremoana;
- 8.6.9 Kuini Beattie - Waikaremoana;
- 8.6.10 Hārata Williams - Tamaki, Te Tira Hou;
- 8.6.11 Titia Graham - Waikato;
- 8.6.12 Waereti Tait-Rolleston - Rotorua;
- 8.6.13 Rāwinia Higgins - Poneke; and
- 8.6.14 Rangihau Te Moana - Te Waipounamu.

ADDITIONAL DEFINITIONS

8.7 In this deed:

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

area of interest means the area identified as the area of interest in part 1 of the attachments;

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

attachments means the attachments to this deed, being the area of interest, the deed plans, the RFR land and the draft settlement bill;

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

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- (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) Auckland;

CNI on-account value means \$62,900,000, being the amount deducted by the Crown from the financial and commercial redress amount as the Tūhoe share of the financial redress provided pursuant to the CNI deed;

CNI deed means the Deed of Settlement of Historical Claims of the CNI (Central North Island) Forests Iwi Collective to the Central North Islands Forests Land dated 25 June 2008 as referred to in clause 3.13.2;

CNI forests properties means the following properties:

- (a) Ngā Tī Whakaaweawe; and
- (b) Kōhanga Tāheke;

CNI forests properties' easements means the:

- (a) Bonisch Road access easement, as defined in section 22 of the draft settlement bill;
- (b) Road network easement, as defined in section 22 of the draft settlement bill; and
- (c) Kaingaroa Forest access easement, as defined in section 22 of the draft settlement bill;

CNI Settlement Act means the Central North Island Forests Land Collective Settlement Act 2008;

CNI settlement date means 1 July 2009;

Collective has the meaning given to it in clause 3.13.1;

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

Conservation planning document means a planning document approved under the Conservation Act 1987 or any act listed in the first schedule to that Act;

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

Crown redress:

- (a) means redress:
 - (i) provided by the Crown to Te Uru Taumatua; or

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- (ii) vested by the settlement legislation in Te Uru Taumatua that was, immediately prior to the vesting, owned by or vested in the Crown;
- (b) includes the right of Te Uru Taumatua under the settlement documentation:
 - (i) to acquire a deferred selection property; and
 - (ii) of first refusal in relation to RFR land;
- (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 deferred selection property or RFR land; or
 - (ii) a deferred selection property or RFR land;

cultural redress means the redress provided under:

- (a) clauses 4.352 to 4.364; and
- (b) the settlement legislation giving effect to any of those clauses;

cultural redress property means each property described in schedule 2 of the draft settlement bill;

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

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

deed plan means a deed plan in the attachments;

deferred selection period means 2 years from and after the settlement date;

deferred selection property means:

- (a) each property described in subpart A of part 3 of the property redress schedule; and
- (b) if clause 4.346 applies, shall include each property described in subpart B of part 3 of the property redress schedule;

documents schedule means the documents schedule to this deed;

draft settlement bill means all matters in Parts 1 to 4 of the Te Urewera - Tūhoe Claims Settlement bill in part 4 of the attachments;

DSP School House site means each property described in subpart B of part 3 of the property redress schedule as a DSP School House site;

eligible member of Tūhoe means a member of Tūhoe who on 8 May 2013 was:

- (a) aged 18 years or over; and

8: DEFINITIONS

- (b) registered on the register of members of Tūhoe kept by Tāmāti Kruger for the purpose of voting on:
- (i) the ratification, and signing, of this deed; and
 - (ii) the approval of Te Uru Taumatua to receive the redress;

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

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

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

- (a) clauses 4.342 to 4.351; and
- (b) the settlement legislation giving effect to any of those clauses;

financial and commercial redress amount means the amount referred to in clause 4.342 as the financial and commercial redress amount;

general matters schedule means this schedule;

GST:

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 5 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST;

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

historical claims has the meaning given to it by paragraphs 8.1 to 8.3 of this schedule;

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 5 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax;

indemnity demand means a demand made by Te Uru Taumatua to the Crown under part 5 of this schedule for an indemnity payment;

indemnity payment means a payment made by the Crown to Te Uru Taumatua under part 5 of this schedule;

land holding agency, in relation to:

- (a) the cultural redress properties known as Onini and Te Tii, the Department of Conservation;
- (b) the CNI forests properties and Waikokopu, the Ministry of Justice (Office of Treaty Settlements); and

8: DEFINITIONS

(c) a deferred selection property, means the department specified opposite that property in subpart A of part 3 of the property redress schedule;

LINZ means Land Information New Zealand;

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

member of Tūhoe means an individual referred to in paragraph 8.4.1 of this schedule;

Minister means a Minister of the Crown;

month means a calendar month;

notice means a notice given under part 6 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning;

(**Onepoto** means the land shown on the plan labelled Onepoto in part 2.2 of the attachments;

party means each of the following:

- (a) Tūhoe;
- (b) Te Uru Taumatua; and
- (c) the Crown;

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

primary industries protocol means the primary industries protocol with the Ministry for Primary Industries in part 4.1 the documents schedule;

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

(**protection principles** means the protection principles in the documents schedule;

protocol means a protocol issued under clause 4.332 and the settlement legislation;

Rangitaiki River Forum legislation means all provisions of the following Acts that relate to the Rangitaiki River Forum:

- (a) the Ngāti Manawa Claims Settlement Act 2012; and
- (b) the Ngāti Whare Claims Settlement Act 2012;

redress means:

- (a) the acknowledgement and the apology made by the Crown under clauses 2.190 to 2.230 and clauses 5.3 to 5.10; and
- (b) the cultural redress; and
- (c) the financial and commercial redress;

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related school means, in respect of a DSP School House site, the deferred selection property referred to in the description of the DSP School House site in subpart B of part 3 of the property redress schedule;

representative entity means:

- (a) Te Uru Taumatua; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group referred to in paragraph 8.4.1 of this schedule; or
 - (ii) any one or more members of Tūhoe; or
 - (iii) any one or more of the whānau, hapū, or groups of individuals referred to in paragraph 8.4.2 of this schedule; and

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

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 shown as the RFR area on the RFR plan in part 3.1 of the attachments;

RFR land means:

- (a) land within the RFR area that, on the settlement date is:
 - (i) vested in the Crown;
 - (ii) held in fee simple by the Crown; or
 - (iii) 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
- (b) land described in part 3.2 of the attachments that, on the settlement date:
 - (i) is vested in the New Zealand Railways Corporation; or
 - (ii) held in fee simple by the New Zealand Railways Corporation;

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

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

8: DEFINITIONS

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

settlement date has the meaning given to it by section 12 of the draft settlement bill;

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

settlement documentation means this deed and the settlement legislation;

settlement legislation means, if the draft settlement bill and the Te Urewera bill proposed by the Crown for introduction to the House of Representatives under paragraph 3.1 is passed, the resulting Acts;

taonga tūturu protocol means the taonga tūturu protocol with the Ministry for Culture and Heritage in part 4.2 of the documents schedule;

tax includes income tax and GST;

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

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

tax indemnity means an indemnity given by the Crown under part 5 of this schedule;

terms of negotiation means the terms of negotiation referred to in clause 3.12.1;

Te Kotahi ā Tūhoe means the entity that was given a mandate to negotiate a deed of settlement with the Crown on behalf of Tūhoe on 27 September 2007;

Te Urewera bill means the parts of the Te Urewera - Tūhoe Claims Settlement bill that will be drafted following the signing of this deed to give effect to part 4A of the main body of this deed and be proposed for introduction as set out in paragraph 3.3 of the general matters schedule;

Te Uru Taumatua means the trustees for the time being of the Tūhoe Trust, in their capacity as trustees of the trust;

Tūhoe Charitable Trust means the charitable trust of that name established by trust deed dated 31 July 2010;

Tūhoe Trust means the trust known as the Tūhoe Trust originally constituted as the Tūhoe Establishment Trust by trust deed dated 23 May 2009, and restated by the trust deed dated 5 August 2011, signed by:

- (a) Clifford Akuhata;
- (b) Tāmati Cairns;
- (c) Tāmati Kruger;
- (d) Rongonui Tahī;
- (e) Te Tokawhakāea Tēmara;

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(f) Karauria Tihi; and

(g) Lance Winitana;

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

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

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).

9 INTERPRETATION

- 9.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by:
- 9.3.1 this deed has the meaning given to it by this deed; and
 - 9.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.
- 9.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Any monetary amount is in New Zealand currency.
- 9.8 Time is New Zealand time.
- 9.9 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.
- 9.10 A period of time specified as:
- 9.10.1 beginning on, at or with a specified day, act or event includes that day or the day of the act or event; or
 - 9.10.2 beginning from or after a specified day, act or event does not include that day or the day of the act or event; or
 - 9.10.3 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
 - 9.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 9.10.5 continuing to or until a specified day, act or event includes that day or the day of the act or event.
- 9.11 A reference to:
- 9.11.1 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

9: INTERPRETATION

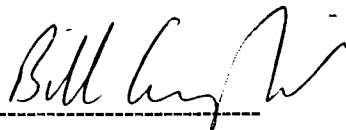
- 9.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
- 9.11.3 a party includes a permitted successor of that party; and
- 9.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 9.12 An agreement by two or more persons binds them jointly and severally.
- 9.13 If the Crown must endeavour to do something or achieve some result, the Crown:
- 9.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 9.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 9.14 Provisions in:
- 9.14.1 the main body of this deed are referred to as clauses; and
- 9.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and
- 9.14.3 the documents in the documents schedule are referred to as clauses; and
- 9.14.4 the draft settlement bill are referred to as sections.
- 9.15 If there is a conflict between a provision that is 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.
- 9.16 The deed plans in the attachments that are referred to in the statutory acknowledgement indicate the general locations of the relevant site and areas but not their precise boundaries.
- 9.17 The deed plans in the attachments that show the cultural redress properties 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 are shown in schedule 2 of the draft settlement bill.

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 5th day of August 2013, I, The Honourable Simon William English, Minister of Finance, on behalf of the Crown, gave a tax indemnity to the trustees of Te Uru Taumatua as described under Part 5 of the General Matters Schedule of the Deed of Settlement for Tūhoe signed on 4 June 2013 and which is to apply from the date of such signing (namely 4 June 2013).

Dated at Parliament this 5th day of August 2013



Hon Simon William English
Minister of Finance