

**NGĀTI KOROKI KAHUKURA**

**and**

**TAUMATAWIWI TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
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; and/or
  - 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 an historical claim proceedings; and/or
    - (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 Koroki Kahukura or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngāti Koroki Kahukura 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 to the governance entity on the settlement date, interest on the following amounts:
- 2.1.1 the balance financial and commercial redress amount of \$2,750,000 ; and
  - 2.1.2 the on-account payment.
- 2.2 The interest under paragraph 2.1.1 is payable for the period:
- 2.2.1 beginning on 15 December 2010; and
  - 2.2.2 ending on the day before the settlement date; and
- 2.3 The interest under paragraph 2.1.2 is payable for the period:
- 2.3.1 beginning on 15 December 2010; and
  - 2.3.2 ending on 18 June 2012.
- 2.4 The interest amounts payable under paragraph 2.1 are:
- 2.4.1 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;
  - 2.4.2 subject to any tax payable in relation to them; and
  - 2.4.3 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;
  - 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 the deferred selection property or RFR land under the settlement documentation; and
  - 3.3.3 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.

#### 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;



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- 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;
  - (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;
- 3.4.4 the transfer of the deferred selection property or 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.

**CONSISTENT ACTIONS**

- 3.5 Neither the governance entity, nor a person associated with it, nor 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.

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**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;
    - (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:
- 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.

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- 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
    - (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 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 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a cultural redress property or the deferred selection property.

### REQUIREMENTS

- 4.3 A notice must be:
- 4.3.1 in writing;
  - 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);
  - 4.3.3 addressed to the recipient at its address or any facsimile number provided:
    - (a) in paragraph 4.6; 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
  - 4.3.4 given by:
    - (a) personal delivery (including by courier) to the recipient's street address;
    - (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, if provided.

### TIMING

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered;
  - 4.4.2 on the second day after posting, if posted; or
  - 4.4.3 at the time of transmission, if faxed.
- 4.5 However, where paragraph 4.4 would result in a notice being received:
- 4.5.1 after 5pm on a business day; or
  - 4.5.2 on a non-business day,
- the notice will instead be treated as having been received on the next business day.

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**ADDRESSES**

4.6 The address of:

4.6.1 Ngāti Koroki Kahukura and the governance entity is:

Te Manawa o Matariki  
Karapiro Domain  
601 Maungatautari Road  
RD2  
CAMBRIDGE 3494

PO Box 1522  
HAMILTON 3240

4.6.2 the Crown is:

C/- The Solicitor-General  
Crown Law Office  
Level 10  
Unisys House  
56 The Terrace  
WELLINGTON 6011

PO Box 2858  
WELLINGTON 6140

Facsimile No. 04 473 3482



## 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; 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;

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.

### USE OF DEFINED TERM FOR OFFICIAL GEOGRAPHIC NAME

- 5.5 Each of the following defined terms is not the official name of the geographic feature or Crown protected area to which it relates:

5.5.1 Koroki Kahukura ki Hinuera; and

5.5.2 Te Reti.

## 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;

**area of interest** means the area identified as the area of interest shown on deed plan OTS-180-01 in 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, and the RFR land;

**authorised person** means:

- (a) a person authorised by the Chief Executive of LINZ, in relation to:
  - (i) the sites subject to the operating easement;
  - (ii) Taumatawiwi;
  - (iii) Waikaukau; and
  - (iv) Tau Pakanga;
- (b) a person authorised by the Secretary for Justice, in relation to Oreipunga and the former Maungatautari School;
- (c) a person authorised by the Director-General of Conservation, in relation to:
  - (i) Puahue;
  - (ii) Pukeatua Cemetery;
  - (iii) Te Reti; and
  - (iv) Koroki Kahukura ki Hinuera;
- (d) in relation to the commercial redress property, a person authorised by the chief executive of the Ministry of Education;

**balance financial and commercial redress amount** means the amount referred to in clause 8.1 as the balance financial and commercial redress amount of \$2,627,000;

**business day** means a day that is not:

- (a) a Saturday or a Sunday;
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day;

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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;

**commercial redress property** means:

- (a) the property described as Pukeatua School in subpart A of part 3 of the property redress schedule; and
- (b) if clause 8.7 applies, also includes the Pukeatua School house site;

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

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

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

**conservation accord** means the accord between the Minister of Conservation, the Director-General of Conservation and Waikato-Tainui dated 20 October 2008;

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

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

**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 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;
- (b) includes the right of the governance entity under the settlement documentation:
  - (i) to acquire the deferred selection property; and
  - (ii) of first refusal in relation to RFR land;
- (c) includes any part of the Crown redress; and

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(d) does not include:

- (i) an obligation of the Crown under the settlement documentation to transfer the deferred selection property or RFR land; or
- (ii) the deferred selection property or RFR land;

**cultural redress** means the redress provided by or under:

- (a) clauses 5.1 to 5.25, and parts 6 and 7 of the deed; or
- (b) the settlement legislation giving effect to any of those clauses or parts;

**cultural redress property** means each property described in part 15 of the legislative matters schedule;

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

**deed of recognition** means each deed of recognition in the documents schedule;

**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 the date that is the later of two years after:

- (a) settlement date; or
- (b) the date that the governance entity receives notice from the Crown in accordance with clause 8.9 that the property has been transferred to the Office of Treaty Settlements;

**deferred selection property** means the property described in part 4 of the property redress schedule;

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

**documents schedule** means the documents schedule to this deed;

**effective date** means the date that is six months after the settlement date;

**eligible member of Ngāti Koroki Kahukura** means a member of Ngāti Koroki Kahukura who on 7 December 2012 was:

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngāti Koroki Kahukura recognised by the Taumatawiwi Trust for the purpose of voting on:
  - (i) the ratification, and signing, of this deed;
  - (ii) the approval of the governance entity to receive the redress;

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**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 8.1 to 8.12; or
- (b) the settlement legislation giving effect to any of those clauses;

**financial and commercial redress amount** means the amount referred to in clause 8.1 as the financial and commercial redress amount;

**general matters schedule** means this schedule;

**governance entity** means the trustees for the time being of the Taumatawiwi Trust, in their capacity as trustees of that trust;

**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;

**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 clauses 10.2 to 10.4;

**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;

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

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

**Karapiro to Lake Arapuni sub-catchment** means the area coloured yellow on SO 409144 in the attachments;

**land holding agency** means:

- (a) LINZ, in relation to:
  - (i) the sites subject to the operating easement;
  - (ii) Taumatawiwi;
  - (iii) Waikaukau; and



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- (iv) Tau Pakanga;
- (b) Office of Treaty Settlements, in relation to Oreipunga and the former Maungatautari School;
- (c) Department of Conservation in relation to:
  - (i) Puahue;
  - (ii) Pukeatua Cemetery;
  - (iii) Te Reti; and
  - (iv) Koroki Kahukura ki Hinuera;
- (d) the Ministry of Education, in relation to the commercial redress property; and

**legislative matters schedule** means the legislative matters schedule to this deed;

**LINZ** means Land Information New Zealand;

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

**member of Ngāti Koroki Kahukura** means an individual referred to in clause 10.5;

**Minister** means a Minister of the Crown;

**month** means a calendar month;

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

**New Zealand Historic Places Trust (Pouhere Taonga)** means the trust continued by section 38 of the Historic Places Act 1993;

**Ngāti Koroki Kahukura** has the meaning given to it by clause 10.5;

**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;

**official cash rate** means the official cash rate set from time to time by the Reserve Bank;

**on-account payment** means the amount paid by the Crown on account of the settlement referred to in clause 8.2;

**operating easement** means the easement in gross to store water and install and operate hydro electricity works in favour of Mighty River Power Limited created by:

- (a) Deed of Easement 8672093.1 and held in Computer Interest Register 544104 in relation to:
  - (i) Taumatawiwi;
  - (ii) Kohi Wheua;



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- (iii) Ara Hinerua;
  - (iv) Whanatangi and Ihaia;
  - (v) Koroki Kahukura ki Piarere;
  - (vi) Te Kiwa and Te Uira;
  - (vii) Horahora Island;
- (b) Deed of Easement 8672073.1 and held in Computer Interest Register 544097 in relation to:
- (i) Motu Aratau;
  - (ii) Waitoa; and
  - (iii) Waikaukau,

and shall include any variations or replacements of such easements;

**party** means each of the following:

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

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

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

**Pukeatua School house site** means the property described in subpart B of part 3 of the property redress schedule as the Pukeatua School house site;

**purchased deferred selection property** means the deferred selection property in relation to which the governance entity and the Crown are to be treated under paragraph 5.4 of the property redress schedule as having entered into an agreement for its sale and purchase;

**Raukawa Waikato River deed** means the deed in relation to a co-management framework for the Waikato River between the Crown and Raukawa and the Raukawa Settlement Trust dated 17 December 2009;

**redress** means:

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.12;
- (b) the cultural redress; and
- (c) the financial and commercial redress;

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**redress property means:**

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

**Registrar-General of Land** means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952;

**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;

**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;
  - (ii) any one or more members of Ngāti Koroki Kahukura; or
  - (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 10.5.2;

**reserve site** means each of the following cultural redress properties:

- (a) Pukeatua Cemetery;
- (b) Koroki Kahukura ki Hinuera;
- (c) Te Reti;
- (d) Taumatawiwi; and
- (e) Waikaukau;

**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; or
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990;

**RFR land** has the meaning given to it in paragraph 12.2 of the legislative matters schedule;

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

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

**settlement date** means the date that is 20 business days after the date on which the settlement legislation comes into force;

**settlement document** means a document entered into by the Crown to give effect to this deed;

**settlement documentation** means this deed and the settlement legislation;

**settlement legislation** means, if the draft settlement bill proposed by the Crown for introduction to the House of Representatives under clause 9.1 is passed, the resulting Act;

**sites subject to the operating easement** means:

- (a) Taumatawiwi;
- (b) Kohi Wheua;
- (c) Ara Hinerua;
- (d) Whanatangī and Ihaia;
- (e) Koroki Kahukura ki Piarere;
- (f) Te Kiwa and Te Uira;
- (g) Horahora Island;
- (h) Motu Aratau;
- (i) Waitoa; and
- (j) Waikaukau;

**specified reserve sites** has the meaning given to it in paragraph 1.1.4 of part 1 of the property redress schedule;

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

**statutory acknowledgment** means the acknowledgment to be made by the Crown in the settlement legislation as provided for in part 5 of the legislative matters schedule;

**statutory area** means each area described in part 14 of the legislative matters schedule;

**Taumatawiwi Trust** means the trust known by that name and established by a trust deed dated 22 April 2010;

**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;

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**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 3 of this schedule;

**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;

**terms of negotiation** means the terms of negotiation referred to in clause 1.3.1;

**transfer property** has the meaning given to it by paragraph 6.1 of the property redress schedule;

**transfer value** means, in relation to:

- (a) the commercial redress property and the Pukeatua School house site, the transfer value provided in part 3 of the property redress schedule in relation to that property; and
- (b) the deferred selection property, the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with part 4 of the property redress schedule;

**trustees of the Taumatawiwi Trust** means the trustees from time to time of that trust;

**Upper Waikato River deeds** means:

- (a) the deed in relation to co-management arrangements for the Waikato River between the Crown and the Tuwharetoa Maori Trust Board dated 31 May 2010;
- (b) Raukawa Waikato River deed; and
- (c) the deed in relation to a co-management framework for the Waikato River between the Crown and Te Arawa River Iwi and the trustees of Te Arawa River Iwi Trust dated 9 March 2010;

**Upper Waikato River deeds and legislation** means:

- (a) the Upper Waikato River deeds; and
- (b) the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010;

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

**Waikato River deeds** means:

- (a) the Upper Waikato River deeds;
- (b) the Waikato-Tainui Deed of Settlement; and
- (c) the deed in relation to a co-management framework for the Waikato River between the Crown and Maniapoto and the Maniapoto Trust Board dated 27 September 2010;

**Waikato-Tainui Deed of Settlement** means the Deed of Settlement in relation to the Waikato River between the Crown and Waikato-Tainui dated 17 December 2009;

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**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).



## 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 legislative matters schedule, but not by this deed, has the meaning given to it by that schedule, 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;
  - 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;
  - 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;
  - 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:
- 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;

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- 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted;
- 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;
- 7.14.2 the property redress schedule, the general matters schedule and the legislative matters schedule are referred to as paragraphs; and
- 7.14.3 the documents in the documents schedule are referred to as clauses.
- 7.15 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.
- 7.16 The deed plans in the attachments that are referred to in the statutory acknowledgement provisions indicate the general locations of the relevant sites and areas but not their precise boundaries.
- 7.17 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 cultural redress properties are shown in schedule 15 of the legislative matters schedule.