

**NGĀTI TŪWHARETOA**

**and**

**TE KOTAHITANGA O NGĀTI TŪWHARETOA**

**and**

**THE CROWN**

---

**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

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**TABLE OF CONTENTS**

1 IMPLEMENTATION OF SETTLEMENT .....2

2 INTEREST ..... 3

3 TAX.....4

4 NOTICE .....8

5 MISCELLANEOUS ..... 10

6 DEFINED TERMS ..... 11

7 INTERPRETATION .....23

## 1 IMPLEMENTATION OF SETTLEMENT

- 1.1 Subject to clause 4.6, the governance entity must use best endeavours to ensure that every historical claim proceeding is discontinued -
- 1.1.1 by the settlement date; or
  - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
- 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:
  - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:
  - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
    - (a) terminating a historical claim proceedings:
    - (b) giving further effect to this deed, including achieving -
      - (i) certainty in relation to a party's rights and/or obligations; and/or
      - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Ngāti Tūwharetoa or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngāti Tūwharetoa 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 \$25,000,000 being the balance financial and commercial redress amount:
  - 2.1.2 \$23,000,000 being the balance financial and commercial redress amount less the on-account payment of \$2,000,000 referred to in clause 9.4:
  - 2.1.3 \$52,612,740 being the CNI on-account value.
- 2.2 The interest under paragraph 2.1.1 is payable for the period -
- 2.2.1 beginning on the date of the agreement in principle; and
  - 2.2.2 ending on the day before the on-account payment referred to in clause 9.4 is made.
- 2.3 The interest under paragraph 2.1.2 is payable for the period -
- 2.3.1 beginning on the day the on-account payment referred to in clause 9.4 is made; and
  - 2.3.2 ending on the day before the settlement date.
- 2.4 The interest under paragraph 2.1.3 is payable for the period -
- 2.4.1 beginning on the date of CNI Forests Iwi Collective Deed; and
  - 2.4.2 ending on the CNI settlement date.
- 2.5 The interest amounts payable under paragraph 2.1 are -
- 2.5.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding; and
  - 2.5.2 subject to any tax payable in relation to it; and
  - 2.5.3 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; 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 of the following provided under the settlement documentation:
    - (a) amounts paid or distributed by the Crown Forestry Rental Trust in relation to the licensed land, including rental proceeds and interest on rental proceeds:
  - 3.3.3 the transfer of the deferred selection property or 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.

3: TAX

**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; and
  - (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 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 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: TAX

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 -

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.

3: TAX

**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
      - (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 redress property or the deferred selection property.

### REQUIREMENTS

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

### TIMING

- 4.4 A notice is to be treated as having been received -
- 4.4.1 at the time of delivery, if personally delivered; or
  - 4.4.2 on the fourth day after posting, if posted; or
  - 4.4.3 on the day of transmission, if sent by electronic mail.
- 4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5:00pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

4: NOTICE

**ADDRESSES**

4.6 The address of -

4.6.1 Ngāti Tūwharetoa and the governance entity is -

PO Box 311  
**TURANGI 3353**

Email address: [patai@tekotahitangaotuwaharetoa.co.nz](mailto:patai@tekotahitangaotuwaharetoa.co.nz)

Telephone: 0800 568 244

4.6.2 the Crown is -

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

Email address: [library@crownlaw.govt.nz](mailto:library@crownlaw.govt.nz)

## 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; and

5.4.2 does not waive a right by -

(a) failing to exercise it; or

(b) delaying in exercising it; and

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

(a) that right again; or

(b) another right.

## 6 DEFINED TERMS

6.1 In this deed -

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

**agreement in principle** means the agreement in principle referred to in clause 1.4.3; and

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

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

**attachments** means the attachments to this deed, being the area of interest, the deed plans, the RFR area, the properties understood to remain as Collective RFR Properties as at the date of this deed, and the draft settlement bill; and

**balance financial and commercial redress amount** means the amount referred to in clause 9.3 as the balance financial and commercial redress amount; and

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

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday or Labour Day; or
- (c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of:
  - (i) Wellington; or
  - (ii) Auckland; and

**CNI Forests Iwi Collective Deed** means the Deed of Settlement of the Historical Claims of CNI (Central North Island) Forests Iwi Collective to the Central North Island Forests Land, between the CNI (Central North Island) Forests Iwi Collective and Her Majesty the Queen in right of New Zealand, dated 25 June 2008; and

**CNI on-account value** means \$52,612,740, being the "on-account" financial and commercial redress provided to Ngāti Tūwharetoa pursuant to the CNI Forests Iwi Collective Deed as described in clause 9.2; and

**CNI settlement date** means 1 July 2009; and

6: DEFINED TERMS

**Collective RFR property** means a property that falls within the definition of "Collective RFR Property" in the CNI Forests Iwi Collective Deed (the properties listed in Tables 1 and 2 of part 4 of the attachments are the properties understood to be the Collective RFR properties as at the date of this deed); 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

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

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

**conservation document** means the conservation management strategy, conservation management plan or national park management plan; and

**conservation management plan** has the meaning given to it by section 12 of the draft settlement bill; and

**conservation management strategy** has the meaning given to it by section 12 of the draft settlement bill; and

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

**Crown 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

6: DEFINED TERMS

**Crown redress:**

- (a) means redress:
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of the governance entity under the settlement documentation:
  - (i) to acquire the deferred selection property or deferred selection geothermal assets; and
  - (ii) 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 the deferred selection property or RFR land; or
  - (ii) the deferred selection property or RFR land; or
  - (iii) any on-account payment made to entities other than the governance entity; and

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

- (a) clauses 5.1 to 8.33; or
- (b) the settlement legislation giving effect to any of those clauses; and

**cultural redress property** means each property described in schedule 3 of the draft settlement bill; and

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

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

**deed plan** means a deed plan in the attachments; and

**deferred selection geothermal assets** means the assets described in table 2 of part 4 of the property redress schedule; and

**deferred selection period** means each period starting on the settlement date and lasting for the period of time specified for the deferred selection property and the deferred selection geothermal assets under the heading "Deferred selection period" in the tables set out in part 4 of the property redress schedule; and

**deferred selection property** means the property described in table 1 of part 4 of the property redress schedule; and

6: DEFINED TERMS

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

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

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

**elected Council member** means a member of a local authority within the meaning of paragraph (c) of the definition of "**member**" in section 5(1) of the Local Government Act 2002; and

**eligible member of Ngāti Tūwharetoa** means a member of Ngāti Tūwharetoa who on 27 March 2017 was:

- (a) aged 18 years or over; and
- (b) registered on the register of members of the settling group kept by the Tūwharetoa Settlement Trust and the Ngāti Tūwharetoa Hapū Forum for the purpose of voting on:
  - (i) the ratification, and signing, of this deed; and
  - (ii) the approval of the governance entity to receive the redress; and

**encumbrance** means -

- (a) in relation to a property, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation, affecting that property; and
- (b) in relation to the deferred selection geothermal assets, means a licence, consent, agreement, or other right or obligation affecting those assets and includes those encumbrances listed in table 2, part 4 of the property redress schedule; 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 9.1 to 9.21;
- (b) the settlement legislation giving effect to any of those clauses; and

**financial and commercial redress amount** means \$77,612,740, being the amount referred to in clause 9.3 as the financial and commercial redress amount; and

**general matters schedule** means this schedule; and

**governance entity** means the trustees for the time being of Te Kotahitanga o Ngāti Tūwharetoa, 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

6: DEFINED TERMS

- (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

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

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

**historical claims** has the meaning given to it by clauses 11.2 and 11.3; 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

**land holding agency**, in relation to:

- (a) the following cultural redress properties, means the Department of Conservation:
- (i) Atahaka property:
  - (ii) Five Mile Bay site A:
  - (iii) Five Mile Bay site B:
  - (iv) Five Mile Bay site C:
  - (v) Five Mile Bay site D:
  - (vi) Maunganamu property:
  - (vii) Motutere property:
  - (viii) Ngā Puna Wai Ariki ki Tokaanu property;
  - (ix) Ōmoho property:
  - (x) Ōnekeneke property:
  - (xi) Oruatua property:
  - (xii) Paaka property
  - (xiii) Parakiri site A:
  - (xiv) Parakiri site B:
  - (xv) Parikaranga property:
  - (xvi) Puanga Street property:
  - (xvii) Tauhara property:
  - (xviii) Tauhara Mountain property:
  - (xix) Taupo Courthouse property:
  - (xx) Tauranga Taupō property:
  - (xxi) Tawera Street property:
  - (xxii) Te Rapa property:
  - (xxiii) Tokaanu Market property:
  - (xxiv) Te Iringa o te Pouraka property; and

6: DEFINED TERMS

- (b) the following cultural redress properties, means LINZ:
  - (i) Aratiatia site A:
  - (ii) Aratiatia site B:
  - (iii) Karetoto property:
  - (iv) Karapiti property:
  - (v) Te Huka property:
  - (vi) Te Huka North Property:
  - (vii) Te Huka South Property; and
- (c) the Part Former Taupo Tauranga School property, means the LINZ Treaty Settlement Landbank; and
- (d) the Hautū property, means the Ministry of Justice; and
- (e) the Te Kōwhai property, means both the Department of Conservation and LINZ; and
- (f) a commercial redress property, the deferred selection property or deferred selection geothermal assets, means the department specified opposite that property or assets in part 3, or part 4, as the case may be, 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

**local government legislation** means the:

- (a) Local Authorities (Members' Interests) Act 1968; and
- (b) Local Government Act 2002; and
- (c) Local Government Act 1974; and
- (d) Local Government Official Information and Meetings Act 1987; and

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

**mandated negotiators** means the individuals identified as the mandated negotiators by clause 11.9.1; and

6: DEFINED TERMS

**mandated signatory** means the individual identified as the mandated signatory by clause 11.9.2; and

**member of Ngāti Tūwharetoa** means an individual referred to in clause 11.7.1; and

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

**month** means a calendar month; and

**national park management plan** has the meaning given to it by section 12 of the draft settlement bill; and

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

**Ngāti Tūrangitukua Deed of Settlement** means the Deed of Settlement between Her Majesty the Queen in right of New Zealand and Ngāti Tūrangitukua dated 26 September 1998; and

**Ngāti Tūrangitukua RFR property** means the properties described in Section 5 of the Ngāti Tūrangitukua Deed of Settlement; and

**Ngāti Tūwharetoa** has the meaning given to it by clauses 11.6 to 11.8; and

**Ngāti Tūwharetoa taonga tūturu** has the meaning given to it in clause 7.11; and

**Ngāti Tūwharetoa tikanga** means the tikanga of Ngāti Tūwharetoa; and

**Ngāti Tūwharetoa values** means the statement of the values of Ngāti Tūwharetoa; and

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

**on-account payment** means the amount referred to in clause 9.4 paid by the Crown on account of the settlement; and

**overlay area** means the areas listed in clause 8.1.1; and

**overlay classification** means the areas declared subject to an overlay classification by the settlement legislation, being the areas referred to in clause 8.1.1; and

**Part No 2 Playing Fields / Waiaraki Bay of Plenty Polytechnic Campus, Horomatangi Street, Taupo** means that property being 1.6192 hectares, more or less, being Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Block XIX Town of Taupo. All *Gazette* 1951, p 1840; and

**party** means each of the following:

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

6: DEFINED TERMS

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

**Pouakani People** has the meaning given to it in the Deed of Settlement between the Pouakani People and Her Majesty the Queen dated 19 November 1999; and

**Primary Industries protocol** means the Primary Industries protocol in the documents schedule; and

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

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

**protocol** means a protocol issued under clause 8.7 and the settlement legislation; and

**purchased deferred selection geothermal assets** means deferred selection geothermal assets in relation to which the governance entity and the Crown are to be treated under paragraph 5.6 of the property redress schedule as having entered into an agreement for their sale and purchase; and

**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 5.5 of the property redress schedule as having entered into an agreement for its sale and purchase; and

**Raukawa** has the meaning given to it in the Deed of Settlement of Historical Claims between Raukawa, the Raukawa Settlement Trust and the Crown, dated 2 June 2012; and

**redress** means -

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.50; 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

**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

**relevant iwi or governance entity** means, in relation to a conservation management strategy referred to in clauses 7.23 to 7.25, an iwi or governance entity who have an interest in are likely to be affected by the strategy or proposed changes to or review of the strategy; and

6: DEFINED TERMS

**relevant local government legislation** means any legislation regulating the operation, procedures, decision-making and conduct of members of a local authority joint committee, including:

- (a) the Local Government Act 2002;
- (b) the Local Government Official Information and Meetings Act 1987;
- (c) the Local Authorities (Members' Interests) Act 1968; and

**rental proceeds** has the meaning given to it by the Crown Forestry Rental Trust Deed; and

**representative entity** means -

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
  - (i) the collective group referred to in clause 11.7.1; or
  - (ii) any one or more members of Ngāti Tūwharetoa; or
  - (iii) any one or more of the whānau, hāpu or groups of individuals referred to in clause 11.7.2; 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 21 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 shown in part 3 of the attachments; and

**RFR land** has the meaning given to it by section 139 of the draft settlement bill; and

**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 40 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

6: DEFINED TERMS

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

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

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

**statement of Ngāti Tūwharetoa values** means, in relation to each overlay classification site, the statement -

- (a) made by Ngāti Tūwharetoa 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 2 of the documents schedule at the settlement date; and

**statutory acknowledgment** has the meaning given to it by section 28 of the draft settlement bill; and

**taonga tūturu** has the meaning given to it by section 2 of the Protected Objects Act 1975; and

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

**Taupo Catchment area** and **Taupo Catchment** means the area shown as the Taupo Catchment area in part 2 of the attachments; and

**Taurewa Station** means the commercial redress property described as Tauwera Station, as more particularly set out in part 3 of the property redress schedule; and

**tax** includes income tax and GST; and

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

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

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

**Te Ariki** means Sir Tumu te Heuheu Tūkino VIII, who is the eighth paramount chief of Ngāti Tūwharetoa; and

**Te Kaupapa Kaitiaki** has the meaning given to it in clause 6.81; and

**Te Kotahitanga o Ngāti Tūwharetoa** means the trust known by that name and established by a trust deed dated 11 April 2017 and signed by -

- (a) Sir Tumu te Heuheu Tūkino VIII; and
- (b) Colin Waraki Rangī; and

6: DEFINED TERMS

- (c) Dominic Otimi; and
- (d) Heemi Biddle; and
- (e) David Livingstone; and
- (f) Taina Tahī; and
- (g) Jeanette May Trego; and
- (h) Barbara Kohineterapora Moana; and
- (i) Louis Te Rongonui Hitiri Paerata; and
- (j) Oram Hepi; and
- (k) Te Rangituamatotoru Maniapoto; and
- (l) Moyra Te Arika Bramley; and
- (m) Jeffery Paoratepohoi Bennett; and
- (n) Rangiuia Ngawhika; and
- (o) Maria Harrison; and
- (p) Hariata Hazel Cairns; and
- (q) Gayle Maruiti Leaf; and

**Te Kōwhai property** means that land vested in the governance entity in accordance with clause 8.16.7 and as defined in schedule 3 of the draft settlement bill; and

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

**terms of negotiation** means the terms of negotiation referred to in clause 1.4.1; and

**tikanga** means customary law, values and practices; and

**Tongariro National Trout Centre** means that land comprising the Te Kōwhai property and the Trout Centre property; and

**Tongariro National Trout Centre Society Incorporated** means the society incorporated under the Incorporated Societies Act 1908 on 27 September 2000; and

**Tongariro Trout Hatchery and Freshwater Ecology Centre Trust** means the Trust to be established by the trust deed set out in part 1 of the documents schedule; and

**transfer value** has the meaning given to it in part 8 of the property redress schedule; and

**Trout Centre property** means that land held by the Department of Conservation and as defined in schedule 4 of the draft settlement bill; and

6: DEFINED TERMS

**trustees of Te Kotahitanga o Ngāti Tūwharetoa** means the trustees from time to time of that trust; and

**Tūwharetoa Hapū Forum** has the meaning given to it in clause 1.1; and

**Tūwharetoa Settlement Trust** means the trust known by that name, established in accordance with the CNI Forests Iwi Collective Deed to receive Ngāti Tūwharetoa redress under that deed; and

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

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

**Waiteti Farm** means the property located at 466 Ranginui Road, Mangakino, described as 911.0080 hectares, more or less, being Section 1 Survey Office Plan 57113, Section 1 Survey Office Plan 57114, and Section 1 Survey Office Plan 57115. All Computer Freehold Register SA 49B/819 (South Auckland Registry); and

**wells** means the wells known as RK6 and RK8 at Rotokawa geothermal fields, and includes wellheads, casing, fittings, equipment, pipeworks, valves and other improvements associated with the wells located on the land, comprised and described in Computer Freehold Register SA628/101 (South Auckland Registry); 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 draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as -
- 7.10.1 beginning on, at or with a specified day, act or event includes that day or the day of the act or event; or
  - 7.10.2 beginning from or after a specified day, act or event does not include that day or the day of the act or event; or
  - 7.10.3 ending by, on, at, with or not later than, a specified day, act or event includes that day or the day of the act or event; or
  - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
  - 7.10.5 continuing to or until a specified day, act or event includes that day or the day of the act or event.
- 7.11 A reference to -
- 7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and

7: INTERPRETATION

- 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated or substituted; and
  - 7.11.3 a party includes a permitted successor of that party; and
  - 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown -
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
  - 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in -
- 7.14.1 the main body of this deed are referred to as clauses; and
  - 7.14.2 the property redress and general matters schedules are referred to as paragraphs; and
  - 7.14.3 the documents in the documents schedule are referred to as clauses; and
  - 7.14.4 the draft settlement bill are referred to as sections.
- 7.15 If there is a conflict between a provision that is -
- 7.15.1 in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails; and
  - 7.15.2 in English and a corresponding provision in Māori, the provision in English prevails.
- 7.16 The deed plans in the attachments that are referred to in the overlay classification and the statutory acknowledgement indicate the general locations of the relevant 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 the cultural redress properties are shown in schedule 3 of the draft settlement bill.