

**WAITAHA**  
**and**  
**THE TRUSTEES OF TE KAPU O WAITAHA**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:**  
**GENERAL MATTERS**

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GENERAL MATTERS

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TABLE OF CONTENTS

1	IMPLEMENTATION OF SETTLEMENT.....	3
2	TAX .....	4
3	NOTICE .....	9
4	MISCELLANEOUS.....	11
5	DEFINED TERMS .....	12
6	INTERPRETATION .....	27

5

GENERAL MATTERS

1 IMPLEMENTATION OF SETTLEMENT

1.1 The trustees must use their 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 (and any other tribunal, court, or other 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.

1.3 The Crown may -

1.3.1 cease any land bank arrangement in relation to Waitaha or a representative entity; and

1.3.2 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 proceeding:

(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.

1.4 Waitaha, and the trustees, must -

1.4.1 support a bill referred to in paragraph 1.3.2; and

1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

GENERAL MATTERS

2 TAX

INDEMNITY

2.1 The provision of Crown redress, or an indemnity payment, to the trustees is not intended to be -

2.1.1 a taxable supply for GST purposes; or

2.1.2 assessable income for income tax purposes; or

2.1.3 a dutiable gift for gift duty purposes.

2.2 The Crown must, therefore, indemnify the trustees for -

2.2.1 any GST payable by the trustees in respect of the provision of Crown redress or an indemnity payment; and

2.2.2 any income tax payable by the trustees as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the trustees; and

2.2.3 any gift duty payable by the trustees in respect of the provision of Crown redress that is -

(a) cultural redress; or

(b) a right to purchase -

(i) a deferred purchase property; or

(ii) a second right of purchase property; and

2.2.4 any reasonable cost or liability incurred by the trustees in taking, at the Crown's direction, action -

(a) relating to an indemnity demand; or

(b) under paragraph 2.13 or paragraph 2.14.1(b).

LIMITS

2.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):

2.3.1 interest paid under clauses 8.2 to 8.4:

2.3.2 any obligation under this deed to transfer -

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**GENERAL MATTERS**

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**2: TAX**

- (a) a deferred purchase property:
- (b) a purchased second right of purchase property, if it is not a commercial redress property:

2.3.3 the trustees' -

- (a) use of Crown redress or an indemnity payment; or
- (b) payment of costs, or any other amounts, in relation to Crown redress.

**ACKNOWLEDGEMENTS**

2.4 To avoid doubt, the parties acknowledge -

( 2.4.1 the Crown redress is provided -

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

2.4.2 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

( 2.4.3 nothing in this part is intended to imply that -

- (a) the provision of Crown redress, or an indemnity payment, is -
  - (i) a taxable supply for GST purposes; or
  - (ii) assessable income for income tax purposes; or
  - (iii) a dutiable gift for gift duty purposes; or
- (b) if Te Kapu o Waitaha is a charitable trust, or other charitable entity, it receives -
  - (i) redress, assets, or rights other than for charitable purposes; or

## GENERAL MATTERS

MB

### 2: TAX

- (ii) income other than as exempt income for income tax purposes; and
- 2.4.4 the transfer of a purchased deferred purchase property under this deed is a taxable supply for GST purposes; and
- 2.4.5 the transfer of a purchased second right of purchase property, that is not a commercial redress property, under this deed is a taxable supply for GST purposes; and
- 2.4.6 the trustees are 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

- 2.5 None of the trustees, or a person associated with them, or the Crown will act in a manner that is inconsistent with this part 2.
- 2.6 In particular, the trustees agree that -
  - 2.6.1 from the settlement date, they will be a registered person for GST purposes, unless they are not carrying on a taxable activity; and
  - 2.6.2 neither they, nor any person associated with them, 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

- 2.7 The trustees and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the trustees may be entitled to an indemnity payment.
- 2.8 An indemnity demand -
  - 2.8.1 may be made at any time after the settlement date; but
  - 2.8.2 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

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**GENERAL MATTERS**

**2: TAX**

2.8.3 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**

2.9 If the trustees are entitled to an indemnity payment, the Crown may make the payment to -

2.9.1 the trustees; or

2.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the trustees.

2.10 The trustees must pay an indemnity payment received by them to the Commissioner of Inland Revenue, by the later of -

2.10.1 the due date for payment of the tax; or

2.10.2 the next business day after receiving the indemnity payment.

**REPAYMENT**

2.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the trustees must promptly repay to the Crown any amount that -

2.11.1 the Commissioner of Inland Revenue refunds or credits to the trustees; or

2.11.2 the trustees have received but have not paid, and are not required to pay, to the Commissioner of Inland Revenue.

2.12 The trustees have no right of set-off or counterclaim in relation to an amount payable by them under paragraph 2.11.

**RULINGS**

2.13 The trustees 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**

2.14 If the trustees are entitled to an indemnity payment, the Crown may -

2.14.1 by notice to the trustees, require them to -

WB

**GENERAL MATTERS**

**2: TAX**

- (a) exercise a right to defer the payment of tax; and/or
  - (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, -
    - (i) a tax assessment; and/or
    - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or
- 2.14.2 nominate and instruct counsel on behalf of the trustees whenever it exercises its rights under paragraph 2.14.1; and
- 2.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

**DEFINITIONS AND INTERPRETATION**

2.15 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.

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**GENERAL MATTERS**

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**3 NOTICE**

**APPLICATION**

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

**REQUIREMENTS**

- 3.3 A notice must be -
  - 3.3.1 in writing; and
  - 3.3.2 signed by the person giving it (but, if the trustees are giving the notice, it is effective if not less than three trustees sign it); and
  - 3.3.3 addressed to the recipient at its address or facsimile number as provided -
    - (a) in paragraph 3.6; 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
  - 3.3.4 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**

- 3.4 A notice is to be treated as having been received -
  - 3.4.1 at the time of delivery, if personally delivered; or
  - 3.4.2 on the second day after posting, if posted; or
  - 3.4.3 on the day of transmission, if faxed.

**GENERAL MATTERS**

**3: NOTICE**

3.5 However, if a notice is treated under paragraph 3.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

**ADDRESSES**

3.6 The address of -

3.6.1 Waitaha, and the trustees, is -

Shop 10, Palmer Court  
Palmer Place  
**TE PUKE 3119**

PO Box 220  
**TE PUKE 3153**

Facsimile No. 07 573 7483

3.6.2 the Crown is -

C/o 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

GENERAL MATTERS

4 MISCELLANEOUS

AMENDMENTS

4.1 This deed may be amended only by written agreement signed by the trustees and the Crown.

ENTIRE AGREEMENT

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

4.2.1 constitutes the entire agreement; and

4.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

4.3 Paragraph 4.4 applies to rights and obligations under this deed or a settlement document.

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

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

4.4.2 does not waive a right by -

(a) failing to exercise it; or

(b) delaying in exercising it; and

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

(a) that right again; or

(b) another right.

5 DEFINED TERMS

5.1 In this deed -

**acquired property** has the meaning given to it by paragraph 4.1.1 of the property redress schedule; and

**actual property settlement date**, in relation to a transfer property, means the date on which settlement of the property takes place under this deed; and

**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 1.7; and

**arbitration commencement date**, in relation to the determination of the transfer value of a selected deferred purchase property, or a selected second right of purchase property, and/or the determination of the initial market rental of the Te Puke Police Station, as the case may be, means the date the determination of the market value, and/or the initial market rental, of the property is referred to a valuation arbitrator under paragraph 8.11.2 of the property redress schedule; and

**arbitration meeting**, in relation to the determination of the transfer value of a selected deferred purchase property, or a selected second right of purchase property, and/or the determination of the initial market rental of the Te Puke Police Station, as the case may be, means the meeting notified by the valuation arbitrator under paragraph 8.12.1 of the property redress schedule; and

**area of interest** has the meaning given to it by clause 8.10; 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 -

- (a) the plan identifying the area of interest; and
- (b) the deed plans; and
- (c) the letters from the Minister for Treaty of Waitangi Negotiations to each of the Minister of Māori Affairs and the Minister of Social Development; and
- (d) the deed of endowment (history endowment); and
- (e) the deed of endowment (marae and social endowments); and

**authorised person** means, in relation to, -

## GENERAL MATTERS

WB

### 5: DEFINED TERMS

- (a) a cultural redress property, a person authorised by the chief executive of the land holding agency for that property; and
- (b) a transfer property, a person authorised by the chief executive of the land holding agency for that property; and
- (c) the kaumātua flats, a person authorised by the chief executive of the land holding agency for that property; and

**available second right of purchase property** has the meaning given to it by paragraph 7.1.1 of the property redress schedule; and

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

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

**commercial redress property** has the meaning given to it by clause 6.2; 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 area** has the meaning given to it by section 2(1) of the Conservation Act 1987; and

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

**conservation document** means a national park management plan, a conservation management strategy, a conservation management plan, or a freshwater fisheries management plan; and

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

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## GENERAL MATTERS

### 5: DEFINED TERMS

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

**conservation protocol** means the conservation protocol in part 4 of the documents schedule, as that may be amended from time to time in accordance with the settlement legislation; and

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

**Crown leaseback**, in relation to -

- (a) a school leaseback property, means the lease clause 6.7 requires the Crown and the trustees to enter into; and
- (b) Te Puke Police Station, if it is a leaseback property, means the lease clause 6.13, and paragraph 7.14.4 of the property redress schedule, requires the Crown and the trustees to enter into; and

**Crown minerals protocol** means the protocol in part 6 of the documents schedule, as that may be amended from time to time in accordance with the settlement legislation; and

**Crown-owned mineral** means a mineral, as that term is defined in section 2(1) of the Crown Minerals Act 1991, that is the property of the Crown under section 10 or 11 of that Act, or over which the Crown has jurisdiction under the Continental Shelf Act 1964; and

**Crown redress** -

- (a) means redress -
  - (i) provided by the Crown to the trustees; or
  - (ii) vested by the settlement legislation in the trustees that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of the trustees under this deed to acquire -
  - (i) a deferred purchase property; and
  - (ii) a second right of purchase property; or
  - (iii) part of the second right of purchase Te Houhou property; and
- (c) includes any part of the Crown redress; but
- (d) does not include an obligation of the Crown under the deed of settlement to transfer -

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**GENERAL MATTERS****5: DEFINED TERMS**

- (i) a purchased deferred purchase property; or
- (ii) a purchased second right of purchase property that is not a commercial redress property; and

**cultural redress**, in relation to redress provided under the settlement documentation, means the redress provided by or under any of the following:

- (a) part 5 of the main body of this deed;
- (b) the settlement legislation giving effect to that part; and

**cultural redress property** has the meaning given to it by paragraph 8.1.1 of the legislative matters schedule, being each property described in schedule 3 of the legislative matters schedule; and

**date of commitment** has the meaning given to it by paragraph 4.1.2 of the property redress schedule; and

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

**deed of recognition** means the deed of recognition in part 3 of the documents schedule, as it may be amended from time to time; and

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

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

**deferred purchase property** means each property described in schedule 2 of the property redress schedule; and

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

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

**disclosure information** has the meaning given to it by paragraph 4.1.3 of the property redress schedule; and

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

**DSP property settlement date**, in relation to a purchased deferred purchase property, means the date that is 20 business days after the date the Crown receives the effective DSP purchase notice in relation to the property; and

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**GENERAL MATTERS**

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**5: DEFINED TERMS**

**dutiable gift** has the meaning given to it by section 2 of the Estate and Gift Duties Act 1968; and

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

**effective DSP notice of interest** has the meaning given to it by paragraph 6.1.1 of the property redress schedule; and

**effective DSP purchase notice** has the meaning given to it by paragraph 6.1.2 of the property redress schedule; and

**effective SRPP notice of interest** has the meaning given to it by paragraph 7.1.2 of the property redress schedule; and

**effective SRPP purchase notice** has the meaning given to it by paragraph 7.1.3 of the property redress schedule; and

**eligible member of Waitaha** means a member of Waitaha who, on the last day of voting on the matters referred to in paragraph (b) of this definition, was -

- (a) aged 18 years or over; and
- (b) registered on the register of members of Waitaha kept by the trustees of Waitaha Raupatu Trust for the purpose of voting on -
  - (i) the ratification, and signing, of this deed; and
  - (ii) approval of the trustees to receive the redress; and

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

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

**financial and commercial redress** means the redress provided by or under any of the following:

- (a) part 6 of the main body of this deed;
- (b) the settlement legislation giving effect to that part; and

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

**freshwater fisheries management plan** has the meaning given to it by section 2(1) of the Conservation Act 1987; and

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



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**GENERAL MATTERS**

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**5: DEFINED TERMS**

**gift duty -**

- (a) means gift duty imposed under the Estate and Gift Duties Act 1968; and
- (b) includes, for the purposes of part 2 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of, gift duty; and

**GST -**

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 2 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

**Hakaraia Educational Endowment Fund** has the meaning given to it by clause 5.23; and

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

**historical claims** has the meaning given to it by clauses 8.5 to 8.7; and

**history endowment** has the meaning given to it by clause 5.20.3; and

**income tax -**

- (a) means income tax imposed under the Income Tax Act 2007; and
- (b) includes, for the purposes of part 2 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 trustees to the Crown under part 2 of this schedule for an indemnity payment; and

**indemnity payment** means a payment made by the Crown under part 2 of this schedule; and

**joint terms of negotiation** means the joint terms of negotiation referred to in clause 1.2; and

**kaumātua flats** means the improvements that are flats 1, 2, 3, and 4 at 155 Manoeka Road, Te Puke and are situated on the land described in computer freehold register 317207; and

**land holding agency** means, in relation to -

- (a) each of the following cultural redress properties, the Department of Conservation:

GENERAL MATTERS

5: DEFINED TERMS

- (i) Maungaruahine Pā Historic Reserve (the official geographic name of which, at the date of this deed, is Maungaruahine Pa Historic Reserve):
  - (ii) Ōtara Scenic Reserve (which, at the date of this deed, is part of Ottawa Scenic Reserve); and
- (b) each of the following cultural redress properties, the Office of Treaty Settlements:
- (i) Hine Poto site:
  - (ii) Ohineangaanga site:
  - (iii) Whitikiore:
  - (iv) Te Haehae; and
- (c) the kaumātua flats, LINZ; and
- (d) a commercial redress property (other than a second right of purchase property that is a commercial redress property), the department listed in relation to that property in the 5th column of the table in part 1 of the property redress schedule; and
- (e) a deferred purchase property, the department listed in relation to that property in the 3rd column of the table in part 2 of the property redress schedule; and
- (f) a second right of purchase property, the department listed in relation to that property in the 3rd column of the table in part 3 of the property redress schedule; and

**leaseback property** means each of the following properties:

- (a) each school leaseback property, as described in part 1 of the property redress schedule with the Ministry of Education as the land holding agency:
- (b) Te Puke Police Station, as described in subpart A of part 3 of the property redress schedule, if the Crown requires under paragraph 7.4 of the property redress schedule in the notice given under paragraph 7.3 of that schedule that it is to be a leaseback property; and

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

**lessee's improvements**, in relation to a leaseback property, has the meaning given to it by the Crown leaseback for the property; and

LINZ means Land Information New Zealand; and

**local authority** has the meaning given to it by section 5(1) of the Local Government Act 2002; and

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## GENERAL MATTERS

### 5: DEFINED TERMS

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

**marae endowment** has the meaning given to it by clause 5.21.1(a); and

**market value**, in relation to a selected deferred purchase property or a selected second right of purchase property, has the meaning provided in the valuation instructions in the appendices to part 8 of the property redress schedule; and

**member of Waitaha** means an individual referred to in clause 8.8.1; and

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

**month** means a calendar month; and

**national park management plan** means a management plan as defined in section 2 of the National Parks Act 1980; and

**new owner** has the meaning given to it by paragraph 10.3.4 of the legislative matters schedule; and

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

**New Zealand Historic Places Trust** means the trust referred to in section 38 of the Historic Places Act 1993; and

**Ngā Pōtiki deed of settlement** means a deed entered into by the Crown and another party or parties settling the historical claims of Ngā Pōtiki; and

**Ngā Pōtiki settlement legislation** means legislation settling the historical claims of Ngā Pōtiki; and

**notice** means a notice given in accordance with part 3 of this schedule, or any other applicable provisions of this deed, including part 10 of the property redress schedule, and **notify** has a corresponding meaning; and

**notification date** has the meaning given to it by paragraph 8.2 of the property redress schedule; and

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

**official geographic name** has the meaning given to it by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008; and

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**GENERAL MATTERS**

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**5: DEFINED TERMS**

**party** means (except in part 9 of the property redress schedule where it has the meaning provided by paragraph 9.1.2 of that schedule) each of the following:

- (a) Waitaha;
- (b) the trustees;
- (c) the Crown; and

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

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

**property settlement date** means, in relation to -

- (a) a commercial redress property, including a second right of purchase property that is a commercial redress property, the settlement date; and
- (b) a purchased deferred purchase property, the DSP property settlement date for the property; and
- (c) a purchased second right of purchase property that is not a commercial redress property, the SRPP property settlement date for the property; and

**protection principles**, in relation to a Te Whakairinga Kōrero site, means the protection principles in relation to that site in part 1 of the documents schedule, as they may be amended under the settlement legislation; and

**protocol** means a protocol issued under clause 5.13 and the settlement legislation, as that protocol may be amended from time to time in accordance with the settlement legislation; and

**public work** has the meaning given to it by section 2 of the Public Works Act 1981; and

**purchased deferred purchase property** means a selected deferred purchase property to which an effective DSP purchase notice relates; and

**purchased second right of purchase property** means a selected second right of purchase property to which an effective SRPP purchase notice relates; and

**redress** means -

- (a) the acknowledgement and the apology to Waitaha, including the apology in relation to Hakaraia made by the Crown under clauses 3.1 to 3.21; and
- (b) the cultural redress; and

## GENERAL MATTERS

### 5: DEFINED TERMS

- (a) the conservation protocol, the Department of Conservation; and
- (b) the taonga tūturu protocol, the Ministry for Arts, Culture and Heritage; and
- (c) the Crown minerals protocol, the Ministry of Economic Development; and
- (d) each protocol, any other department of State authorised by the Prime Minister to exercise powers, or perform functions or duties, under the provisions of the settlement legislation giving effect to part 7 of the legislative matters schedule; and

**responsible Minister** means, in relation to, -

- (a) the conservation protocol, the Minister of Conservation; and
- (b) the taonga tūturu protocol, the Minister for Arts, Culture and Heritage; and
- (c) the Crown minerals protocol, the Minister of Energy and Resources; and
- (d) each protocol, any other Minister of the Crown authorised by the Prime Minister to exercise powers, and perform functions and duties, under the part of the settlement legislation giving effect to part 7 of the legislative matters schedule; and

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

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

**schedules** means the schedules to this deed of settlement, being -

- (a) the property redress schedule; and
- (b) the general matters schedule; and
- (c) the legislative matters schedule, and
- (d) the documents schedule; and

**school leaseback property** has the meaning it is given in clause 6.7; and

**second right of purchase property** means -

- (a) each second right of purchase Te Houhou property; and

## GENERAL MATTERS

### 5: DEFINED TERMS

(b) each second right of purchase Te Puke property; and

**second right of purchase Te Houhou property** has the meaning given to it by paragraph 7.1.4 of the property redress schedule; and

**second right of purchase Te Puke property** has the meaning given to it by paragraph 7.1.5 of the property redress schedule; and

**selected deferred purchase property** has the meaning given to it by paragraph 6.1.3 of the property redress schedule; and

**selected second right of purchase property** has the meaning given to it by paragraph 7.1.6 of the property redress schedule; and

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

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

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

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

**settlement legislation** and **Waitaha settlement legislation** means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 7.1 is passed, the resulting Act; and

**settlement notice** has the meaning given to it by paragraph 9.44.1 of the property redress schedule; and

**social endowment** has the meaning given to it by clause 5.21.1(b); and

**SRPP settlement date**, in relation to a purchased second right of purchase property, means, if an effective SRPP purchase notice in relation to the property is received by the Crown on -

(a) a date that is 20 business days or more before the settlement date, the settlement date; or

(b) any other date, the date that is 20 business days after the date the notice is received by the Crown; and

**statement of association** means -

(a) a statement made by Waitaha of their particular cultural, spiritual, historical, and traditional association with each statutory area; and

GENERAL MATTERS

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5: DEFINED TERMS

- (b) that is in the form set out in part 2 of the documents schedule at the settlement date; and

**statutory acknowledgment** means the acknowledgement to be made by the Crown in the settlement legislation on the terms provided for in part 6 of the legislative matters schedule; and

**statutory area** means an area described in schedule 2 of the legislative matters schedule, the general location of which is indicated on the deed plan referred to in relation to that area in that part of the schedule (but which is not intended to establish the precise boundary of the statutory area); and

**statutory plan -**

- (a) means a district plan, proposed plan, regional coastal plan, or regional policy statement as defined in section 2(1) of the Resource Management Act 1991; and
- (b) includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991; and

**taonga tūturu -**

- (a) has the meaning given to it by section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (which has the meaning given to it in section 2(1) of that Act); and

**taonga tūturu protocol** means the protocol in part 5 of the documents schedule, as it may be amended from time to time in accordance with the settlement legislation; and

**Tapuika deed of settlement** means a deed entered into by the Crown and Tapuika settling the historical claims of Tapuika; and

**Tapuika settlement legislation** means legislation settling the historical claims of Tapuika; and

**tax** includes income tax, GST, and gift duty; and

**tax indemnity** means an indemnity given by the Crown under part 2 of this schedule; and

**tax legislation** means legislation that imposes, or provides for the administration of, tax; and

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

## GENERAL MATTERS

### 5: DEFINED TERMS

**taxable supply** has the meaning given to it by section 2(1) of the Goods and Services Tax Act 1985; and

**Te Kapu o Waitaha** means the trust established with that name by Te Kapu o Waitaha trust deed; and

**Te Kapu o Waitaha trust deed** means the deed of trust establishing Te Kapu o Waitaha dated 20 September 2011 and signed by Frank Puroku Grant, Areta Donna Gray, Tony Tapua Te Amo, Bernard Te Huaki Whareaorere, and George Wehi Clarke before the signing of this deed, as it may be amended from time to time; and

**Te Puke Police Station** means the Te Puke Police Station, as described in subpart A of part 3 of the property redress schedule; and

**Te Whakairinga Kōrero** means the provisions incorporated in the settlement legislation in accordance with part 5 of the legislative matters schedule; and

**Te Whakairinga Kōrero site** means each site declared subject to Te Whakairinga Kōrero by the settlement legislation, being each site described in schedule 1 of the legislative matters schedule; and

**transfer property** has the meaning given to it by paragraph 9.1.1 of the property redress schedule; and

**transfer value**, in relation to -

- (a) a commercial redress property (other than a purchased second right of purchase property that is a commercial redress property), means the transfer value provided in part 1 of the property redress schedule in relation to that property; and
- (b) a purchased deferred purchase property, means its transfer value agreed or determined in accordance with paragraph 6.6 of the property redress schedule; and
- (c) a purchased second right of purchase property, means its transfer value agreed or determined in accordance with paragraph 7.9.2 or paragraph 7.10.4, as the case may be, of the property redress schedule; and

**Treaty of Waitangi, Treaty, 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

**trustees of Te Kapu o Waitaha and trustees** means the trustees from time to time of Te Kapu o Waitaha; and

**valuation arbitrator**, in relation to a selected deferred purchase property, or a selected second right of purchase property, as the case may be, means the person appointed under paragraphs 8.3.3 or 8.5, as the case may be, of the property redress schedule in relation to the determination of its market value; and



**GENERAL MATTERS****5: DEFINED TERMS**

**valuation date**, in relation to a selected deferred purchase property, or a selected second right of purchase property, as the case may be, means the notification date in relation to the property; and

**valuation exchange date** has the meaning it is given by paragraph 8.9 of the property redress schedule; and

**vesting**, in relation to a cultural redress property, or the kaumātua flats, means its or their vesting, as the case may be, under the settlement legislation; and

**Waitaha** has the meaning given to it by clause 8.8; and

**Waitaha values**, in relation to a Te Whakairinga Kōrero site, means the statement by the settling group of its traditional, cultural, spiritual, and historical association with that site in the form set out in part 1 of the documents schedule at the settlement date; and

**Waitangi Tribunal** has the meaning given to it by section 4 of the Treaty of Waitangi Act 1975; and

**writing** means representation in a visible form on paper.

## 6 INTERPRETATION

- 6.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 6.2 Headings do not affect the interpretation.
- 6.3 A term defined by this deed has the meaning given to it by this deed.
- 6.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 6.5 The singular includes the plural and vice versa.
- 6.6 One gender includes the other genders.
- 6.7 Any monetary amount is in New Zealand currency.
- 6.8 Time is New Zealand time.
- 6.9 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.
- 6.10 A period of time specified as -
- 6.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
  - 6.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
  - 6.10.3 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
  - 6.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
  - 6.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 6.11 A reference to -
- 6.11.1 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
  - 6.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and

**GENERAL MATTERS**

**7: INTERPRETATION**

- 6.11.3 a party includes any permitted successor of that party; and
- 6.11.4 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.
- 6.12 An agreement by two or more persons binds them jointly and severally.
- 6.13 If the Crown must endeavour to do something or achieve some result, the Crown -
  - 6.13.1 must use reasonable endeavours to do that thing or achieve that result; but
  - 6.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 6.14 Provisions in -
  - 6.14.1 the main body of the deed are referred to as clauses; and
  - 6.14.2 a schedule (other than documents schedule) are referred to as paragraphs; and
  - 6.14.3 a schedule that refer to a paragraph are referring to a paragraph of that schedule, unless the provisions provide otherwise; and
  - 6.14.4 the documents in the documents schedule are referred to as clauses.
- 6.15 If there is a conflict between a provision that is in the main body of the deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails.
- 6.16 The deed plans in the attachments that -
  - 6.16.1 are referred to in the statutory acknowledgement indicate the general locations of the relevant areas but not their precise boundaries; and
  - 6.16.2 show the cultural redress properties, -
    - (a) indicate their general locations; but
    - (b) do not give their precise boundaries; and
    - (c) are for information purposes only.