

WHAKATŌHEA

and

TE TĀWHARAU O TE WHAKATŌHEA

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

TABLE OF CONTENTS

1.	STATEMENTS OF ASSOCIATION.....	5
2.	DEEDS OF RECOGNITION.....	15
2.1	DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION	16
2.2	DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS....	23
3.	PROTOCOLS	30
3.1	CROWN MINERALS PROTOCOL	31
3.2	PRIMARY INDUSTRIES PROTOCOL	40
4.	RELATIONSHIP AGREEMENTS	54
4.1	RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION	55
4.2	RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT	76
4.3	RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION.....	85
4.4	RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT.....	93
4.5	RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY	101
4.6	JUSTICE SECTOR RELATIONSHIP AGREEMENT.....	114
4.7	RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT.....	124
4.8	RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN.....	135
4.9	RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND	146
4.10	RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION.....	155
5.	WHAKAAEATANGA TIAKI TAONGA.....	165
6.	LETTERS OF COMMITMENT	193
6.1	LETTER OF COMMITMENT – TE ARAWHITI / THE OFFICE FOR MĀORI CROWN RELATIONS.....	194

6.2	LETTER OF COMMITMENT – TE PUNI KŌKIRI / MINISTRY FOR MĀORI DEVELOPMENT	197
7.	LETTERS OF INTRODUCTION	200
7.1	LETTER OF INTRODUCTION – DEPARTMENT OF INTERNAL AFFAIRS ...	201
7.2	LETTER OF INTRODUCTION – MINISTRY OF HOUSING AND URBAN DEVELOPMENT	204
7.3	LETTER OF INTRODUCTION – MINISTRY FOR PRIMARY INDUSTRIES....	208
7.4	LETTER OF INTRODUCTION – NEW ZEALAND TRANSPORT AGENCY ...	212
7.5	LETTER OF INTRODUCTION – NEW ZEALAND TRADE AND ENTERPRISE	216
7.6	LETTER OF INTRODUCTION – AUCKLAND WAR MEMORIAL MUSEUM ..	219
8.	RFR DEED OVER QUOTA	223
9.	ENCUMBRANCES	237
9.1	PAKIHUKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS	238
9.2	TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS	244
9.3	TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF CAMPGROUND – LAND SWAP	255
9.4	TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF TIROHANGA DUNES SITE 1 – LAND SWAP.....	263
9.5	TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF CAMPGROUND – NO LAND SWAP	271
9.6	TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF TIROHANGA DUNES SITE 1 – NO LAND SWAP	279
9.7	OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS.....	287
9.8	RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS.....	294
9.9	TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS	304
9.10	TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS	312
9.11	PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS.....	319
10.	LEASES FOR LEASEBACK PROPERTIES	331
10.1	LEASE WITH MINISTRY OF EDUCATION	332

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.2	LEASE WITH MINISTRY OF JUSTICE	355
10.3	LEASE WITH NEW ZEALAND POLICE	386
11.	AGREEMENTS TO LEASE AND LEASES IN RELATION TO SPECIFIED CULTURAL REDRESS SITES	412
11.1	AGREEMENT TO LEASE FOR PAKIHI SITE 1	413
11.2	LEASE DOCUMENT FOR PAKIHI SITE 1	424
11.3	AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1	444
11.4	LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1	455

1. STATEMENTS OF ASSOCIATION

TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

1: STATEMENTS OF ASSOCIATION

WHAKATŌHEA STATEMENT OF ASSOCIATION

The rohe of Whakatōhea includes the Ōtara, Waiōweka, Waiaua, Waiōtahe and Nukuhou Rivers and their tributaries. The natural concentration of Whakatōhea was along the seacoast and following up and along the rich flats of the awa.

The history of Whakatōhea Iwi and Hapū are inextricably bound with these awa illustrated through the cultural, historical, and spiritual traditions of our people.

Whakatōhea Hapū have exercised kaitiaki responsibilities over the Awa for centuries. These cultural, spiritual, and historical associations reinforce tribal and Hapū identity, connections and continuity over many generations and confirm the importance of the awa to the Hapū and to the Iwi.

Pre-European tribal history recounts in vivid detail the many battles and defences the Iwi and Hapū of Whakatōhea had to mount in a constant vigilance against potential challengers. With battles and successes commemorated with significant rituals along all the awa of the rohe.

Each awa is a single indivisible entity that includes its waters, banks, bed (and all minerals under it), streams, waterways, tributaries, fisheries, vegetation, floodplains, wetlands, springs, water column, airspace and substratum as well as its metaphysical being, with each its own mauri.

There were many Whakatōhea Hapū settlements along the awa, drawing from the source and mauri of each awa.

The rivers within the Whakatōhea Iwi rohe also traditionally provided the best access routes to inland cultivations and settlement sites. Some of these routes became celebrated and were conferred names that confirmed the importance of the places they led to.

Taniwha also protect the awa with names and places still known and referred to by Whakatōhea today.

OPAPE

Puketapu, the knoll rising above the awa on one side, was used as a lookout above Te Kotukutuku, the mouth of the navigable channel at Opape. After landing at Awaawakino, the Nukutere waka came through Te Kotukutuku to land at Opape beach. Tautūrangi and his wife Rangihaka left the Nukutere to settle, calling their kainga Taiharuru and the urupa Waiorata on the rocky seaward side of Opape.

Other historical Pā sites drawing strength and resource from the Opape awa are: Maeaea, Tarakeha, Pa-o-te-ruru, Tanewhakino, Taramarama, Puketaro, Tawatihitihi, Karaparua and Pihero.

Opape was once the mouth of the Waiaua River. From Tautūrangi and Rangihaka came the tribe of Te Wakanui, and then Pane-nehu, and today Ngāti Ruatakenga hapū o te Whakatōhea.

Prior to raupatu and the enforced repatriation of Whakatōhea Hapū, the Opape awa was within the customary area of the Ngāti Rua hapū, but each Whakatōhea Hapū, marae and kainga have their individual stories and connection with Opape.

The awa provided a diverse range of food sources that were a staple harvest for our people, such as toitoi (Cooks Turban), tuangi haruru (surf clam), pūtaratara (ostrich foot snail), tuna (eel), pātiki (flounder), and stingray.

TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

1: STATEMENTS OF ASSOCIATION

The awa was also a source for our rongoā (medicine), providing many applications from the Riverside bark, leaves, supple branches and sap, transformed as antiseptics, antihistamines, anti-inflammatory, and analgesics which could be applied topically as tinctures, poultices, rubs, ointments, bathed in, ingested internally in forms of teas, and provided splints/supports, in as many forms as current.

The Kuia from Ngāi Tamahaua recounts the koe koea (long-tailed cuckoo/hawk) and that their home was above the river mouth. The whānau used to refer to this place as where "the hawks are". The Kuia says they are returning and when the koe koea appear, we know the seasons are changing.

The awa fed us, the awa healed us and the awa connected us, it also provided the materials for everyday community life, waka (boats), housing and construction.

*Ko Tarakeha te maunga
Ko Opape te awa
Ko Opape te marae
Ko Muriwai te whare tipuna
Ko Tapairu te wharekai
Ko Ngai Tamahaua te hapū*

Opape awa was and continues to be vital to Ngāi Tama and Whakatōhea well-being through its ancestral, cultural, historical and spiritual connection.

WAIAUA

*Whakatau wairua koe
Timata ki Te Kaingapupu...u
Tutaki nga wai o Tauwharepukatea
Te Timatatanga o Wairoa...e
Whakatau otinga mou...u*

*Heke iho mai ki Mangaongaonga
Tata atu kit e Mangapouri...e
Rere tonu mai runga Wairoa...e
Pataka kai o Oiratiti...e
Whakatau otinga mou...u*

*Wai piko mai koe ki Oturewa
Putā mai Orangipakakino...e
Te Akona oma mai Whata-akao
Te wahi mutunga o Wairoa...e
Whakatau otinga mou...u*

*Hongi Te Pohatu-o-Rangitaka
Te putake mai o Te Waiti...e
Haere tonu mai runga tou waka wairua
Kia Hinahinanui...e
Whakatau otinga mou...u*

*Tuhono Waioroa, kia Te Waiti
Ka timata Waiaua...e
Poroaki koe ki Taheke, Mapara*

TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

1: STATEMENTS OF ASSOCIATION

*Te Waiwhero, Awahou puta atu ko...e
Kua oti tou whakatau ra e...e
Whakatau otinga mou...u*

This Statement of Association details the connection of the Whakatōhea people to the Waiaua River and tributaries. The opening waiata was composed by Te Riaki Amoamo and Te Wheki Porter of Ngāti Rua hapū, and Apanui Mason and Muriel Smith-Kelly of Ngāti Patu hapū. The waiata recognises the streams and tributaries that eventually lead to the Waiaua River, and the river mouth, Awahou, leading to Te Moananui a Toi.

"Ko te kai hoki i Waiaua"

Tapuikākahu – it is said this man came from Whakaari and lived at Tirohanga; and on the side of Tirohanga was his food store pit. He went fishing out from Tirohanga, and his pāua shell fishing lure was broken off by a kahawai fish. He then saw a shoal of kahawai moving along out at sea and kept on walking along abreast of them on the shore, and when he knew the shoal was on its way to Motu he went off in pursuit of it there. That pāua was then seen in the mouth of a kahawai, a woman called out and Tapuikākahu found it was indeed his pāua (Ngata, 1980).

As he made preparations to return the way he had come, a call came from the people of Maraenui, at the mouth of Motu, inviting him to a meal, to which he made answer “*Ko te kai hoki i Waiaua* - Indeed, so there is food at Waiaua”. Waiaua was a place of abundant food, with taro, kumara, and hue, and included birds in the forests and fish from the sea.

There are many connotations to this proverb; it reminds us that the lands within Whakatōhea provided a wealth of food for the local people. There was an abundance of food found in the sea, the rivers, the bush and the grounds were fertile for growing healthy crops of vegetables.

Today, we take this to mean that our people thrived and survived from the lands, rivers and sea around us, and that we can continue to thrive from this environment moving into the future. It also reminds Whakatōhea that we have an obligation to care and protect the environment for sustainable future development.

When Tautūrangi and his people disembarked the Nukutere waka they had with them their kaitiaki, Tamaiwaho. Their journey took them from Te Kotukutuku (original river mouth location) following the Waiaua River to Kapuaarangi, it is here that Tamaiwaho was interred. From this time Te Wakanui established a foothold over the area and the awa.

Some eight generations on, Tūtāmure of Te Panenehu established boundaries over the area and the awa which are still recognised today. The union of Tūtāmure and Hineikaia (the daughter of Muriwai, Mātaatua waka) brought together the union of Te Panenehu and the people of Mātaatua waka. This union created the new beginning of the Whakatōhea iwi as well as reaffirming our connection and affiliation to Waiaua awa.

Some generations of the Whakatōhea hapū of Ngāti Ruatakenga were occupiers of the land either side of the Waiaua, establishing many well-known and prominent pā sites from the coast to the mountains following the river streams and the maunga. One such prominent pā site is Poutōtara, situated inland close to the Wairoa River.

The Waiaua awa provided sustenance for the wider whānau when Whakatōhea Hapū were forced onto the lands the river flowed through.

TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

1: STATEMENTS OF ASSOCIATION

The Waiaua River and surrounding land have always been a prominent source of kai for the wider whānau. Today, you will still find the locals catching īnanga, pātiki and other kai from the river, that has sustained the people from the earliest Māori to settle here.

Flounder, mullet, herring and whitebait that ran in season in the Waiaua awa provided kai for the settlements of the area, which included other hapū of Whakatōhea.

Te Pahi, a fortified pā of Ngāti Ngāhere, was situated at the confluence of the Waiaua River and Te Māpara stream.

The Waiaua River is also where Whakatōhea fought a historic battle with a neighbouring Iwi.

Waiaua awa is recounted in the pepeha of hapū Ngāti Rua and Ngāi Tama, as well as being a source of cultural spiritual and sustenance for the wider whanau of Whakatōhea:

*Ko Mākeo te maunga
Ko Waiaua te awa
Ko Waiaua te marae
Ko Ruamoko te whare tipuna
Ko Te Puritanga te whare kai
Ko Ngāti Patumoana te hapū*

*Ko Mākeo te maunga
Ko Waiaua te awa
Ko Omarumutu te marae
Ko Tutāmure te whare tipuna
Ko Hine-i-Kauia te wharekai
Ko Ngāti Ruatakenga te hapū*

ŌTARA

The river is of spiritual significance to the Iwi and Hapū of Whakatōhea. The Ōtara rivermouth was an important mahinga kai, where permanent and seasonal hapū settlements were established for fishing and gathering kaimoana, which included kahiatua and pipi, along with gardens on the fertile river flats.

As Ōpōtiki developed up as the centre of Whakatōhea territorial power, large whareniui were erected and straddled either side of the Ōtara River. On the east side was Piri-toreuma, the whare of Ngāi Tamahaua, Matangipuria, the whare of Ngāti Ngāhere, Te Hokowhitū, the whare of Ngāti Īra and Te Kareke Pā, being the winter settlement for Ngāti Ruatakenga. Further up the river was the settlement of Kohipāua, where Te Awanui Āporotanga and his section of Ngāti Ruatakenga lived.

Ōtūtaopuku, situated between the coast and the Ōtara river, is a site of significance for Ngāti Ngāhere; an ancient site of both urupa and a fortified pā of Ngāti Ngāhere. Ngāti Ngāhere tipuna, Te Hau-o-te Rangī, settled at the source of the two tributaries, Pākihi and Te Waiti, that feed the Ōtara River. The ancient Ngāti Ngāhere pā site, Pākaurangi, drew its cultural and spiritual source from the Ōtara River. Te Tahī o Te Rā is the taniwha that resides in an underwater cave, known as Te Ana o Te Tahī, along the Ōtara River.

The water, fisheries and other natural resources of the Ōtara River and its tributaries are of extreme cultural significance. There are important awaawa mahinga kai (water resource) sites where kokopu (native trout), koura (freshwater crayfish), tuna (eel), whio (blue mountain duck) and parera (native duck) were customarily caught.

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

1: STATEMENTS OF ASSOCIATION

The association of Ōtara to our people is captured in the Ngāti Ngāhere pepeha.

Ngāti Ngāhere

*Ko Maungarangi te maunga
Ko Otara te awa
Ko Terere te marae
Ko Te Iringa te whare tipuna
Ko Whiripare te wharekai
Ko Ngāti Ngāhere te hapū*

WAIŌWEKA

Mai Waitangi ki Tūranga rā e

*Ko Mātiti te maunga
Ko Waioweka te awa
Ko Irapuaia te wharenuī
Ko Ropiha te paetapu tangata whenua
Ko Manu te paetapu manuhiri
Ko Oropi te whare manaaki
Ko Te Kurapare te whare kai
Ko Ōpeke te marae
Ko Ōwaka te urupa
Ko Te Rimu/Teremu te taniwha
Ko Ngāti Ira te hapū
Ko Tūwhenua te waka*

Ngāti Ira ancestral whenua begins at Waitangi, a kōawa that was defined by the spiritual voices sounding like tangi. South of Waitangi is the whenua, ngāhere, awa and pātaka kai of Ngāti Ira hapū, Te Whakatōhea.

The Ngāti Ira strongholds of Te Tarata, the fortified pā on the east bank of the Waiōweka, Te Pua Pā, on the east side to the entrance of the Waiōweka gorge, and Ōpekerau, further up the valley overlooking the Waiōweka, all serve to define Ngāti Ira hapū identity and connection to the awa. As kaitiaki, Ngāti Ira has provided the guardianship and protection of the Waiōweka awa to this day.

Kānapanapa and Te Houhi are key sites and the source of the tuna, inanga and cockabully. Kiorekino, the Waioweka plains running alongside the awa, was where we caught the weka and kiore. Te Tautara provided the resources for the eeling poles to catch the tuna. Water from the awa were carried between the pā Te Reinga and Te Pua. Pianawiti he repo (a swamp) provided for the materials for clothing and buildings, as well as kai.

Many of our traditional and historical kōrero begins with Tamatea Matangi, a legendary navigator and explorer, leaving a legacy of tales and place names.

Tū ana au i te waharoa o Waioweka
*Hāngai te titiro ki ngā paemaunga o Moanui
Ko te Koranga awa
Tere atu ki te Aitanga ā-Māhaki
Ko te Uruariki
Ka rere ki Kahungunu*

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

1: STATEMENTS OF ASSOCIATION

*Ko te awa o Motu
Ka puta ki Whakapaupākihi ki Whitikau
Tere atu ki Te Whānau ā-Apanui
Ka tū au i runga Ōpato
Titiro ki Ōmaru ki Whakapaupākihi
Ki ngā whenua o aku tīpuna i raupatauhia
Ka heke ki Manganuku
Ki ngā wai kaukau o aku tīpuna
Ka huri taku haere ki Wairāta
Ki te ahurewa tapu o Uenuku
Ka kite I te Heru ā-Tamatea Matangi
E piki ana i te rangi
Ka kau e au, te awa o Waioweka
Tau ana ki ngā Wairere, i te Hāpia
Ko ngā inanga*

*Tū ana au i ngā puketapu o Maraetahi
Te nōhanga o aku tīpuna
Ki Ōponae, te Umu-tao-roa o Ngāti Ira
Waiata awa
Ko ngā kōhatu e pīata mai ana
Ko te toka a Parirau
Ko te karoro a Tamatea Matangi
Pirirākau, Kairākau, Pararākau, Kai Kanohi e
I ngā wāhi tapu o te awa o Tamatea Matangi
Pukaingatūwatawata
He patu nō Ngāti Ira
Kei Matahānea
Ka whiti ki Hinerae
Ki Ruahema he maunga tipua
Ka tū ki runga Maraeroa
I taku tūrangawaewae*

*Titiro whakararo ki ngā whenua o Ngāti Ira
I raupatuhia e te Kāwana
Hoki mai, hoki mai ōku whenua
Ka tū te ihiihi
Ka tū te wanawana Ka tū i waho i te Moana-nui-ā Kiwa ki Whakaari
E whakaatu atu ana mai
Ko, ko, e ara e*

Taku Hikoi – Ngāti Ira

*Tū ana au i te papa o Waitangi e
Te huihuinga o te kahurangi
Ngā tīra haere
Ka rere whakauta ki te kōawa o Te Houhi
Ka rere whakararo ki te Waharoa
Ka puta ki te awa o Waioweka
Ka huri te kei o taku waka ki Ngāti Ngahere
Ki taku kuia Whiripare
Te rerenga atu o Ngāti Ira
Pike ake, kake ake i a Maunga ā rangi
Pākihi ki ura rā ki Tītīwā*

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

1: STATEMENTS OF ASSOCIATION

Whakaheke ki te ana o Te Tahī e
He Atua! He taniwha¹ i Parauta e
Ka puta ra ki Te Awaroa ki Kānapanapa
Te timatanga o te waipuna e
Marama te titiro ki Pākaurangi
Kei raro iho te ahi a Tangaroa
Titiro whakararo ki te reo o Rotohuka
Kei mua tonu ki Kiorekino
Ko te Tarata e
Aue taukuri e
Ka haere mā Ōrongoiti ki te marae o Te Pua
Kei kō mai ko te Pianawiti
Kei kō atu ko Marawaiwai
Aue te aroha Te Pōkia
Tukituki, Maukatihitihi
Kia whai tātou te paemaunga o Marareroa
Te rohe o Waioweka
Ki taku tūrangawaewae

Taku Weka

Ko wai tēnei e tū ake nei ko te kapa tēnei o Waioweka e
Taku weka e tau nei
Taku weka e tū nei
Taku weka e teretere nei

Huna atu huna mai
Putā atu puta mai
E te weka whakatoī
E riterite mai ki au

Te weka pīpī paopao e
Hītekiteki i te ara o Whakatangi e
Ki tōku awa
Te awa o Tamatea Matangi
Te wai nā te Atua e

Taku manu e tau nei
Taku manu e tū nei
Taku manu e teretere nei

Ngaro atu ngaro mai
Hoki atu hoki mai
E te many whakatoī
E riterite mai ki au

Te manu pipi paopao e
Hītekiteki i te ara o Waikeke roa
Ki tōku awa
Te iti o aku matua tīpuna
Te wai nā te Atua e

Over many generations, Ngāti Ira tikanga embodies their respect for the awa and all life and resources within it, beside it and on top of it. The Waioweka River is important in providing

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

1: STATEMENTS OF ASSOCIATION

sustenance for the people of Ngāti Ira physically, mentally, emotionally and spiritually. The awa is a significant place and site for the wider Iwi of Whakatōhea.

WAIŌTAHE

The Waiōtahe awa provided an abundance of kai for Te Upokorehe hapū and the wider Whakatōhea Hapū including marearea, whitebait, tuna, mussels, tuangi, titiko, mullet and pātiki. Flounder, mullet, herring, kahawai, whitebait and even kingfish ran in season up the Waiōtahe river.

The awa was famed for the abundance of pipi harvested at the river mouth.

*Kai Tuhua pea
Kai Orona pea
He kore tangata ki tua
Ki te kope o Tamatea
Te Tau mai e ia*

Tuhua is a pā site on a hill peak on the left-hand side of the Waiōtahe and Orona another pā site on a spur south of and near Tuhua; the Waiwhero creek runs between them. The creek is named after a bloody battle between the two settlements.

Te toka o Waiōtahe is a rock just outside the mouth of the river, well known by our Whakatōhea fisherman as the place where the tamure spawn. There are urupā on other side of pipi beds as the Waiōtahe runs to the ocean.

Te Ahi Aua, on the land side of the Waiōtahe pipi beds, is the place where the herrings were caught and dried to feed the whānau.

Te Karihi Potae is the river mouth named after the incident where Tuamutu drowned Rongopoipoia and some of his men by throwing a fishing net over them and weighting them with rocks.

Taniwha Tarewarewa, whose form is “he tuna”, has a boundary from Te Korokoro to Waikere; the area filled with swamps and lagoons fed through from Waiōtahe.

Te Ika Whakaata is where the kahawai and pātiki would come up from Te Ahi Aua.

Rangiataura and Rangiatamea are rocks that bear the name of Upokorehe hapū whānau killed in battle.

These significant sites on the Waiōtahe River are the stories of events and acknowledgements to the awa for the sustenance of body and mind for the Whakatōhea whānau.

*Ko Pukenui-o-raho te maunga
Ko Waiotahe te awa
Ko Maromahue te marae
Ko Te Poho o Kahungunui te whare tipuna
Ko Pouwharekura te wharekai
Ko Ūpokorehe te hapū*

1: STATEMENTS OF ASSOCIATION

NUKUHOU

The Nukuhou river is a traditional food source and part of the cultural repository of the mauri of Ūpokorehe and Whakatōhea whānui. The Nukuhou is significant to our people as the main source of fresh water to the Ōhiwa harbour.

The origins of the Nukuhou start in the south-west bounded by Kahunui, Te Kahikatea on the east, and the Parau stream mouth, and Tautautahi on the west.

The Whakarae Pā sits on a high ridge over the last few kilometres of the Nukuhou as it meanders between Matekerepu and Kotare to reach Ōhiwa.

"Ka heke te wai mātao ki roto i te awa o Nukuhou, mātatoru ngā rākau, ngā manu, te pataka kai ki reira. Ki ngā wāhi katoa he momo pataka kai".

The fresh cold waters flow into the Nukuhou that provides for the dense bush, bird life and our vast food cupboard.

Whānau would move along the river with the seasons to harvest whitebait, herrings, tāmure (snapper), tuna (eel), and riverside cherries, apples and blackberries.

Uwha (mama eels) are mōkai (pets) which were not to be eaten to allow them to spawn and give birth. They journeyed down from Matekerepu around the bends of the Nukuhou across the plain passing the Kotare (the bird of the area) on their way to Ōhiwa harbour.

To the whanau living alongside Nukuhou between Matekerepu and Kotare there was just one ruru (owl) called Kerepu. "There must have been more, but to us there was one".

"The soil of the plains alongside the awa and under the guise of Hiwarau maunga and Whakarae Pā fed us with kamokamo, rīwai, watermelons and lots of other vegetables."

"He kaha a Pāpa me oku tuakana ki te mahi rakau, mahi taiepa". The riverside of the Nukuhou was a source of products that made our mats, internal floor coverings, rope and clothes, as well as products to construct our whare and our whareniui.

As children we knew where not to play along the Nukuhou because that was where the taniwha was. *"Kei konei a Makawe ko ia te tipua kei roto i tēnei awa"* (Makawe is the name of the taniwha in this part of the river). Makawe is also the name of one of our big trees still standing in Te Waonui o Tane.

Living along the Nukuhou River meant living with the source of life, the river nourished the physical and spiritual wellbeing of our whānau.

2. DEEDS OF RECOGNITION

**2.1 DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND
THE DIRECTOR-GENERAL OF CONSERVATION**

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND
THE DIRECTOR-GENERAL OF CONSERVATION**

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –

1.1.1 Whakatōhea (the **settling group**); and

1.1.2 [*governance entity*] (the **governance entity**).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the **statutory areas**):

1.2.1 Nukuhou River and its tributaries within the area of interest (as shown on deed plan OMCR-087-01);

1.2.2 Opape Stream and its tributaries (as shown on deed plan OMCR-087-02);

1.2.3 Ōtara River and its tributaries (as shown on deed plan OMCR-087-03);

1.2.4 Waiaua River and its tributaries within the area of interest (as shown on deed plan OMCR-087-04); and

1.2.5 Waiotaha River and its tributaries within the area of interest (as shown on deed plan OMCR-087-05);

1.2.6 Waioweka River and its tributaries within the area of interest (as shown on deed plan OMCR-087-06).

1.3 Those statements of association are –

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the Whakatōhea Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to each of the following activities (the **identified activities**):

2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:

2.2.2 preparing a national park management plan under the National Parks Act 1980:

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND
THE DIRECTOR-GENERAL OF CONSERVATION**

- 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
- (a) to identify and protect wildlife or indigenous plants:
 - (b) to eradicate pests, weeds, or introduced species:
 - (c) to assess current and future visitor activities:
 - (d) to identify the appropriate number and type of concessions:
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river: and
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

- 3.1 This deed –
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.4 is subject to the settlement legislation.

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if –
- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND
THE DIRECTOR-GENERAL OF CONSERVATION**

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation
Conservation House
Whare Kaupapa Atawhai
18 Manners Street
Wellington 6011
PO Box 10420
The Terrace
Wellington 6143.

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed –

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

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [date] between the settling group, the governance entity, and the Crown; and

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

governance entity has the meaning given to it by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

Minister means the Minister of Conservation; and

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

settling group and **Whakatōhea** have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND
THE DIRECTOR-GENERAL OF CONSERVATION**

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

- 9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by –
- 9.3.1 this deed has that meaning; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to –
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation means that legislation as amended, consolidated or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND
THE DIRECTOR-GENERAL OF CONSERVATION**

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by

The Minister of Conservation
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

The Director-General of Conservation
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND
THE DIRECTOR-GENERAL OF CONSERVATION**

SCHEDULE

Copies of Statements of Association

Nukuhou River and its tributaries within the area of interest (as shown on deed plan OMCR-087-01)

[statement of association]

Opape Stream and its tributaries (as shown on deed plan OMCR-087-02)

[statement of association]

Ōtara River and its tributaries (as shown on deed plan OMCR-087-03)

[statement of association]

Waiaua River and its tributaries within the area of interest (as shown on deed plan OMCR-087-04)

[statement of association]

Waiotahe River and its tributaries within the area of interest as shown on deed plan OMCR-087-05)

[statement of association]

Waioweka River and its tributaries within the area of interest (as shown on deed plan OMCR-087-06)

[statement of association]

2.2 DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

THIS DEED is made by **THE CROWN** acting by the Commissioner of Crown Lands

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –

1.1.1 Whakatōhea (the **settling group**); and

1.1.2 [*governance entity*] (the **governance entity**).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the **statutory areas**):

1.2.1 Nukuhou River and its tributaries within the area of interest (as shown on deed plan OMCR-087-01);

1.2.2 Opape Stream and its tributaries (as shown on deed plan OMCR-087-02);

1.2.3 Ōtara River and its tributaries (as shown on deed plan OMCR-087-03);

1.2.4 Waiaua River and its tributaries within the area of interest (as shown on deed plan OMCR-087-04); and

1.2.5 Waiotahe River and its tributaries within the area of interest (as shown on deed plan OMCR-087-05);

1.2.6 Waioweka River and its tributaries within the area of interest (as shown on deed plan OMCR-087-06).

1.3 Those statements of association are –

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the Whakatōhea Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to each of the following activities (the **identified activities**):

2.2.1 considering an application for a right of use or occupation (including renewing such a right):

2.2.2 preparing a plan, strategy, or programme for protection and management:

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

- 2.2.3 conducting a survey to identify the number and type of users that may be appropriate:
- 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1, –
 - 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
 - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

- 3.1 This deed –
 - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 if it relates to a river –
 - (a) it does not relate to the waters of the river; and
 - (b) it relates only to the part or parts of the bed of the river that –
 - (i) are owned and managed by the Crown; and
 - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
 - (iii) are not the bed of an artificial watercourse or tributary; and
 - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.5 is subject to the settlement legislation; and
 - 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
 - 3.1.7 does not affect the lawful rights or interests of any person; or
 - 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
 - 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if –
- 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Commissioner of Crown Lands
Level 7 Radio New Zealand House
155 The Terrace
Wellington 6011

6 AMENDMENT

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

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed –

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

Crown means His Majesty the King in right of New Zealand; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [*date*] between the settling group, the governance entity, and the Crown; and

governance entity has the meaning given to it by the deed of settlement; and

identified activities means the activities specified in clause 2.2; and

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

settling group and **Whakatōhea** have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to –

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by

The Commissioner of Crown Lands
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

SCHEDULE

Copies of Statements of Association

Nukuhou River and its tributaries within the area of interest (as shown on deed plan OMCR-087-01)

[statement of association]

Opape Stream and its tributaries (as shown on deed plan OMCR-087-02)

[statement of association]

Ōtara River and its tributaries (as shown on deed plan OMCR-087-03)

[statement of association]

Waiau River and its tributaries within the area of interest (as shown on deed plan OMCR-087-04)

[statement of association]

Waiotahe River and its tributaries within the area of interest (as shown on deed plan OMCR-087-05)

[statement of association]

Waioweka River and its tributaries within the area of interest (as shown on deed plan OMCR-087-06)

[statement of association]

3. PROTOCOLS

3.1 CROWN MINERALS PROTOCOL

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

3.1: CROWN MINERALS PROTOCOL

**PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND
RESOURCES REGARDING CONSULTATION WITH WHAKATŌHEA BY THE MINISTRY OF
BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN
OWNED MINERALS**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [xx/xx/xxxx] between the trustees of the [PSGE Name] ("[]") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with Whakatōhea on matters specified in the Protocol.
- 1.2 Both the Ministry and Whakatōhea are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that [PSGE] is the governance entity of Whakatōhea and represents Whakatōhea.
- 1.5 Whakatōhea are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Whakatōhea and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Whakatōhea will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

- 3.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to sections [x] to [x] of (the "**Settlement Legislation**") that implements clause [5.6] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

3.1: CROWN MINERALS PROTOCOL

5 CONSULTATION

5.1 The Minister will ensure that Whakatōhea is consulted by the Ministry:

New minerals programmes

5.1.1 on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

5.1.2 on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with Whakatōhea on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

5.1.3 when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;

Amendments to petroleum permits

5.1.4 when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

5.1.5 on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

5.1.6 when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.5 or where the application relates to newly available acreage;

Newly available acreage

5.1.7 when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

3.1: CROWN MINERALS PROTOCOL

Amendments to permits for Crown owned minerals other than petroleum

5.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

5.1.9 when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Whakatōhea, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

6 IMPLEMENTATION AND COMMUNICATION

6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with Whakatōhea in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Whakatōhea.

6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Whakatōhea in each case are:

6.2.1 ensuring that Whakatōhea is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;

6.2.2 providing Whakatōhea with sufficient information to make informed decisions and submissions;

6.2.3 ensuring that sufficient time is given for the participation of Whakatōhea in the decision making process and to enable it to prepare its submissions; and

6.2.4 ensuring that the Ministry will approach the consultation with Whakatōhea with an open mind, and will genuinely consider the submissions of Whakatōhea.

7 DEFINITIONS

7.1 In this Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment;

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Crown owned minerals means any mineral that is the property of the Crown;

3.1: CROWN MINERALS PROTOCOL

Deed of Settlement means the Deed of Settlement dated [xx] between the Crown and Whakatōhea;

mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013

petroleum means—

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

and, except in sections 10 and 11, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes;

protocol means a statement in writing, issued by the Crown through the Minister to Whakatōhea under the Settlement Legislation and the Deed of Settlement and includes this Protocol; and

Whakatōhea means the group, whānau, hapu and individuals defined in clause 8.7 of the Deed of Settlement.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

3.1: CROWN MINERALS PROTOCOL

ISSUED ON [xx/xx/xxxx]

SIGNED for and on behalf of)
THE SOVEREIGN)
in right of New Zealand by the)
Minister of Energy and Resources)
in the presence of:)

Signature of Witness

Witness Name

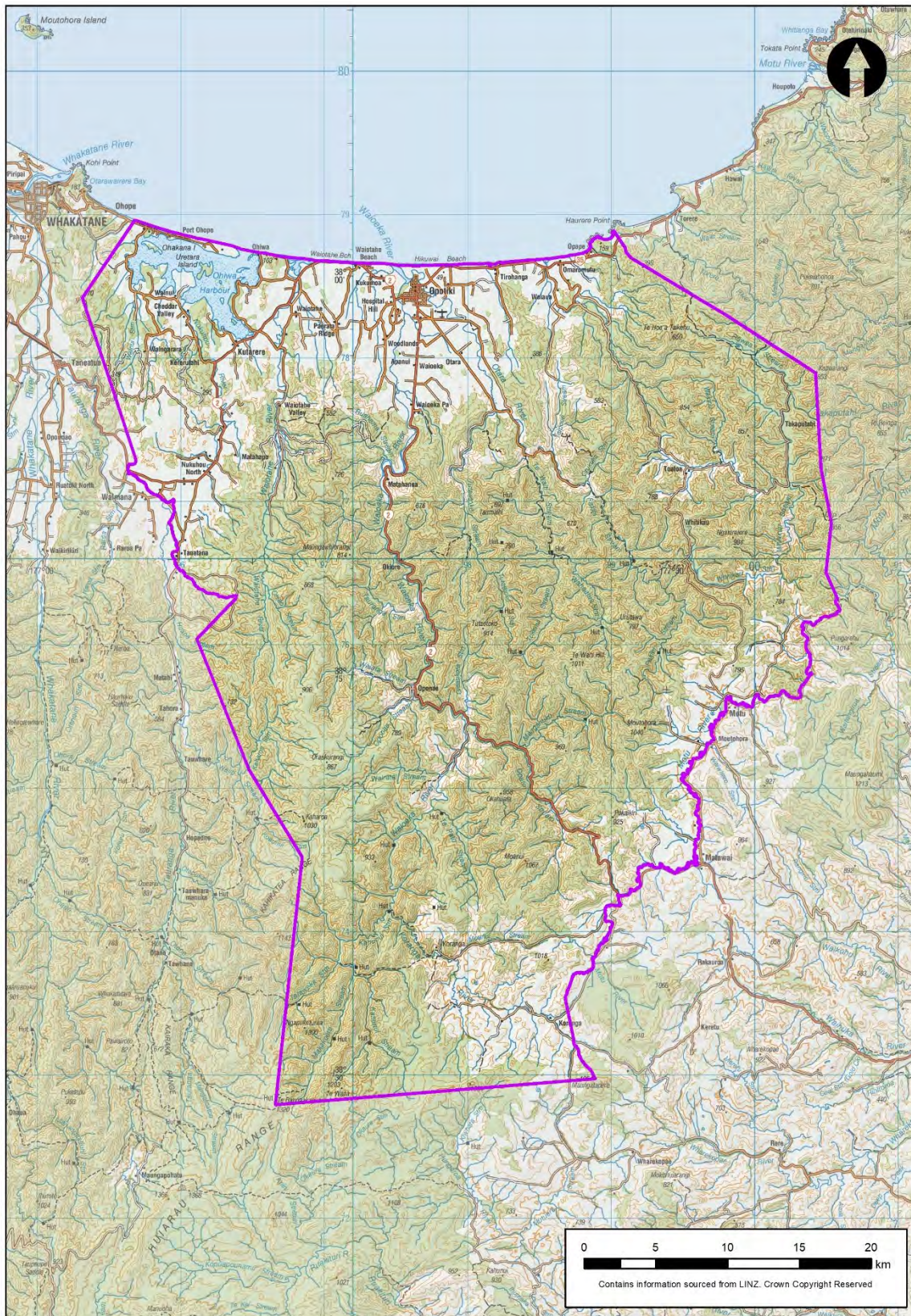
Occupation

Address

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

3.1: CROWN MINERALS PROTOCOL

ATTACHMENT A
PROTOCOL AREA MAP



3.1: CROWN MINERALS PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE
--

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister or Whakatōhea PSGE may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Whakatōhea PSGE.

2. Noting

- 2.1 A summary of the terms of this Protocol must be added:
 - 2.1.1 in a register of protocols maintained by the chief executive; and
 - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;

but the addition:

- 2.1.3 is for the purpose of public notice only; and
- 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [x]).

3. Limits

- 3.1 This Protocol does not -
 - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau or representative of tāngata whenua (section [x]); or
 - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Whakatōhea or a representative entity (section [x]); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [x]); or

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

3.1: CROWN MINERALS PROTOCOL

3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [x]).]

3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.

4. Breach

4.1 Subject to the Crown Proceedings Act 1950, Whakatōhea may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [x]).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [5.10]).

3.2 PRIMARY INDUSTRIES PROTOCOL

3.2: PRIMARY INDUSTRIES PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR OCEANS AND FISHERIES, THE MINISTER OF AGRICULTURE, THE MINISTER OF FORESTRY AND THE MINISTER OF BIOSECURITY REGARDING INTERACTION BETWEEN WHAKATŌHEA AND THE MINISTRY FOR PRIMARY INDUSTRIES

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [*insert date*] between Whakatōhea and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Ministers would issue a Primary Industries Protocol (the "**Protocol**") setting out how the Ministry will interact with [Governance Entity] (the "**Governance Entity**") in relation to matters specified in the Protocol. These matters are:
- 1.1.1. recognition of the interests of Whakatōhea in all species of fish, aquatic life or seaweed that exist within the Fisheries Area that are subject to the Fisheries Act 1996;
 - 1.1.2. input into and participation in the Ministry's national fisheries, aquaculture, biosecurity and forestry plans;
 - 1.1.3. iwi fisheries plans;
 - 1.1.4. participation in iwi fisheries forums;
 - 1.1.5. customary non-commercial fisheries management;
 - 1.1.6. contracting for services;
 - 1.1.7. employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.1.8. rāhui;
 - 1.1.9. information exchange;
 - 1.1.10. provision of service and research; and
 - 1.1.11. changes to policy and legislation affecting this Protocol.
- 1.2 The Ministers and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. The Protocol sets out how the Ministers, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- 1.3 The Protocol applies to all those functions for which the Ministry is the responsible Crown agency. The Protocol does not cover those processes relating to the allocation of aquaculture space.

3.2: PRIMARY INDUSTRIES PROTOCOL

1.4 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Whakatōhea or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Whakatōhea.

2. WHAKATŌHEA ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

2.1 It is intended that this agreement realises Whakatohea's guiding principles for its relationship with the Crown, namely:

2.1.1 to uphold the spirit of the Treaty of Waitangi;

2.1.2 to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;

2.1.3 to support and accelerate Whakatōhea's vision for prosperity and wealth; and

2.1.4 to work together to realise benefits for the community.

2.2 This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:

2.2.1 Mihi Marino - Reconciliation within society;

2.2.2 Kōpura - Regenerating Culture;

2.2.3 Te Puta Tieke - Intergenerational Development; and

2.2.4 Te Umutaunoa a Tairongo - Practising Hospitality.

2.3 The work programmes that arise from these pillars and from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:

2.3.1 Leadership - Providing for inspirational leadership;

2.3.2 Capacity - Fostering competent and successful citizens;

2.3.3 Capability - Building skills and proficiency;

2.3.4 Whānau - Supporting whānau potential;

2.3.5 Community Engagement - Valuing communication and shared relationships; and

2.3.6 Collective Decision-making - Recognising each other's strengths.

3.2: PRIMARY INDUSTRIES PROTOCOL

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



3 PRINCIPLES UNDERLYING THIS PROTOCOL

- 3.1 The Ministry and Whakatōhea are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 3.2 The Ministry will facilitate partnerships between Whakatōhea and relevant organisations, as required, to ensure the development of robust policy, leading to the successful completion of agreed work programme activities.
- 3.3 The parties acknowledge the following principles that will guide the implementation of this agreement:
- 3.3.1 ***Kia mau ki te wairua o Te Tiriti o Waitangi:*** Uphold the spirit of the Treaty of Waitangi;
- 3.3.2 ***Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū:***

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

3.2: PRIMARY INDUSTRIES PROTOCOL

Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;

- 3.3.3 ***Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi:*** Ensuring early engagement on issues of recognised mutual interest;
- 3.3.4 ***Kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga:*** Give effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;
- 3.3.5 ***Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:*** Acknowledging that the relationship is flexible and evolving;
- 3.3.6 ***Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki:*** Respecting the independence of the parties and their individual mandates, roles and responsibilities;
- 3.3.7 ***Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa:*** Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and
- 3.3.8 ***Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:*** Ensuring accountability for agreed decisions and actions.

4 TERMS OF ISSUE

- 4.1 The Protocol is issued pursuant to section [*insert number*] of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") and clause 5.6 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 The Protocol must be read subject to the terms of issue set out in Attachment B.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Ministry will meet with the Governance Entity to provide a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
- 5.1.1 any matters raised in the Protocol;
- 5.1.2 reporting processes to be put in place;
- 5.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from the Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
- 5.1.4 review processes for this Protocol.
- 5.2 The implementation strategy described in clause 5.1 of this Protocol will have effect from the date specified in the strategy.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

3.2: PRIMARY INDUSTRIES PROTOCOL

- 5.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:
- 5.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;
 - 5.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
 - 5.3.3 providing reasonable opportunities for the Governance Entity to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.
- 5.4 The Ministry will:
- 5.4.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and
 - 5.4.2 as far as reasonably practicable, inform fisheries and other stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

6 TAONGA SPECIES

- 6.1 The Ministry recognises that Whakatōhea has a customary non-commercial interest in the following fisheries within the Protocol Area.
- 6.2 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of the Taonga Species and identify how Whakatōhea exercise kaitiakitanga in respect of the Taonga Species.
- 6.3 The Ministry will recognise and provide for the input and participation of Whakatōhea into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the iwi fisheries plan in accordance with clause 6.2. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to Taonga Species management that affects the Protocol Area.
- 6.4 The Minister will have particular regard to how Whakatōhea exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the Taonga Species. In considering any proposal affecting the Taonga Species in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Whakatōhea in the Taonga Species are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult with the Governance Entity on any proposal concerning the Taonga Species in accordance with clause 6.2.
- 6.5 The Ministry recognises that Whakatōhea have an interest in the research relating to tuna/eels. Where Whakatōhea seek to conduct research on tuna/eels, the Ministry will meet with the Governance Entity in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from the Governance Entity for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the tuna/eel fishery in the Protocol Area.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

3.2: PRIMARY INDUSTRIES PROTOCOL

- 6.6 The Ministry acknowledges that Whakatōhea have an interest in the possible enhancement of the tuna/eel fishery through the transfer of elvers and the possibility of farming tuna/eels.
- 6.7 The Ministry will explore with the Governance Entity how it might assist, within existing policy and legal frameworks and with available resources, any Whakatōhea proposals for the enhancement of the tuna/eel fishery. Such proposals may include proposals for special permits to take tuna/eels from waterways within the Protocol Area as part of any enhancement or aquaculture project.
- 6.8 The Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm tuna/eels will be granted.

7 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS

- 7.1 Whakatōhea are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits research and compliance services) required to meet these goals and outcomes.
- 7.2 Whakatōhea input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 7.1, which the Minister must have particular regard to when making sustainability decisions that relate to the Protocol Area.
- 7.3 Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Whakatōhea is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.

8 IWI FISHERIES PLAN

- 8.1 The Governance Entity will develop an iwi fisheries plan that relates to the Protocol Area.
- 8.2 The Ministry will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Protocol Area.
- 8.3 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:
- 8.3.1 the objectives of the iwi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Protocol Area;
 - 8.3.2 how Whakatōhea will exercise kaitiakitanga in the Protocol Area;
 - 8.3.3 how the Governance Entity will participate in fisheries planning in the Protocol Area; and
 - 8.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

3.2: PRIMARY INDUSTRIES PROTOCOL

8.4 The Ministry and the Governance Entity agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:

8.4.1 the content of the iwi fisheries plan, including how the plan will legally express, protect and recognise the mana of Whakatōhea; and

8.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the iwi fisheries plan.

9 PARTICIPATION IN IWI FISHERIES FORUMS

9.1 The Ministry will provide opportunities for Whakatōhea to have input and participate in any Iwi Fisheries Forums relating to the Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The iwi fisheries plan will guide the Whakatōhea input into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop forum fisheries plans.

10 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

10.1 The Ministry undertakes to provide the Governance Entity with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:

10.2 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and

10.3 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

11 CONTRACTING FOR FISHERIES SERVICES

11.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of fisheries services that may impact on the management of customary fisheries within the Protocol Area, if the Ministry is proposing to enter into such a contract.

11.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Whakatōhea, and may be achieved by one or more of the following:

11.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;

11.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and

11.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.

11.3 If the Governance Entity is contracted for fisheries services then clause 11.1 will not apply in relation to those fisheries services.

3.2: PRIMARY INDUSTRIES PROTOCOL

12 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 12.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Whakatōhea in relation to the Protocol Area.
- 12.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Whakatōhea, and may be achieved by one or more of the following:
- 12.2.1 consultation on the job description and work programme;
 - 12.2.2 direct notification of the vacancy;
 - 12.2.3 consultation on the location of the position; and
 - 12.2.4 input into the selection of the interview panel.

13 CONSULTATION

- 13.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 13.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 13.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 13.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
 - 13.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 13.2 Where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

14 RĀHUI

- 14.1 The Ministry recognises that rāhui is a traditional use and management practice of Whakatōhea and supports their rights to place traditional rāhui over their customary fisheries.
- 14.2 The Ministry and Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Whakatōhea over their customary fisheries, and also the reasons for the rāhui.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

3.2: PRIMARY INDUSTRIES PROTOCOL

- 14.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Whakatōhea over their customary fisheries, in a manner consistent with the understandings outlined in clause 14.2 above.
- 14.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Whakatōhea over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

15 INFORMATION EXCHANGE

- 15.1 The Governance Entity and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and the Governance Entity will as far as possible exchange any information that is of relevant mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and general law.
- 15.2 At the request of the Governance Entity, the Ministry will:
- 15.2.1 make available all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol; and/or
 - 15.2.2 where it is reasonably practicable, provide a representative to attend a meeting with the Governance Entity
- 15.3 In consideration of a request made under clause 15.2 for information or advice, the Ministry will have regard to the following:
- 15.3.1 whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
 - 15.3.2 whether making the information available would contravene the provisions of an enactment;
 - 15.3.3 the time and cost involved in researching, collating, and providing the information or advice; and
 - 15.3.4 whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
- 15.4 In consideration of a request made under clause 15.2.2 for the Ministry to attend a meeting with the Governance Entity:
- 15.4.1 the Ministry will determine the appropriate representative to attend; and
 - 15.4.2 in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
 - (a) the number and frequency of such requests the Ministry has received from the Governance Entity;
 - (b) the time and place of the meeting and the adequacy of notice given; and

3.2: PRIMARY INDUSTRIES PROTOCOL

- (c) the time and cost involved in complying with the request.

16 PROVISION OF NON-FISHERIES SERVICES AND RESEARCH

- 16.1 Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
- 16.2 Where the Ministry undertakes on contracts for non-fisheries related services or research, and where the Ministry considers it to have a direct impact on the Protocol Area, the Ministry will:
- 16.2.1 notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
 - 16.2.2 where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
 - 16.2.3 advise the Governance Entity of the provider it has chosen;
 - 16.2.4 at the Ministry's discretion, require any research provider to engage with the Governance Entity, and
 - 16.2.5 provide the Governance Entity with the results of that research, as appropriate.

17 DISPUTE RESOLUTION

- 17.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:
- 17.1.1 within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
 - 17.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 17.1, the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;
 - 17.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses 17.1.1 and 17.1.2 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.
- 17.2 In the context of any dispute that has been initiated under clause 17.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and Whakatōhea are, in accordance with clause 3.1 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

3.2: PRIMARY INDUSTRIES PROTOCOL

18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment which impacts upon this Protocol, the Ministry shall:

18.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

18.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and

18.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

19 DEFINITIONS

19.1 In this Protocol:

Crown means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Fisheries Legislation means the *Fisheries Act 1983* and the *Fisheries Act 1996*, the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992*, the *Maori Commercial Aquaculture Claims Settlement Act 2004*, the *Maori Fisheries Act 2004* and any regulations made under these Acts;

Governance Entity means [Governance Entity];

Protocol means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

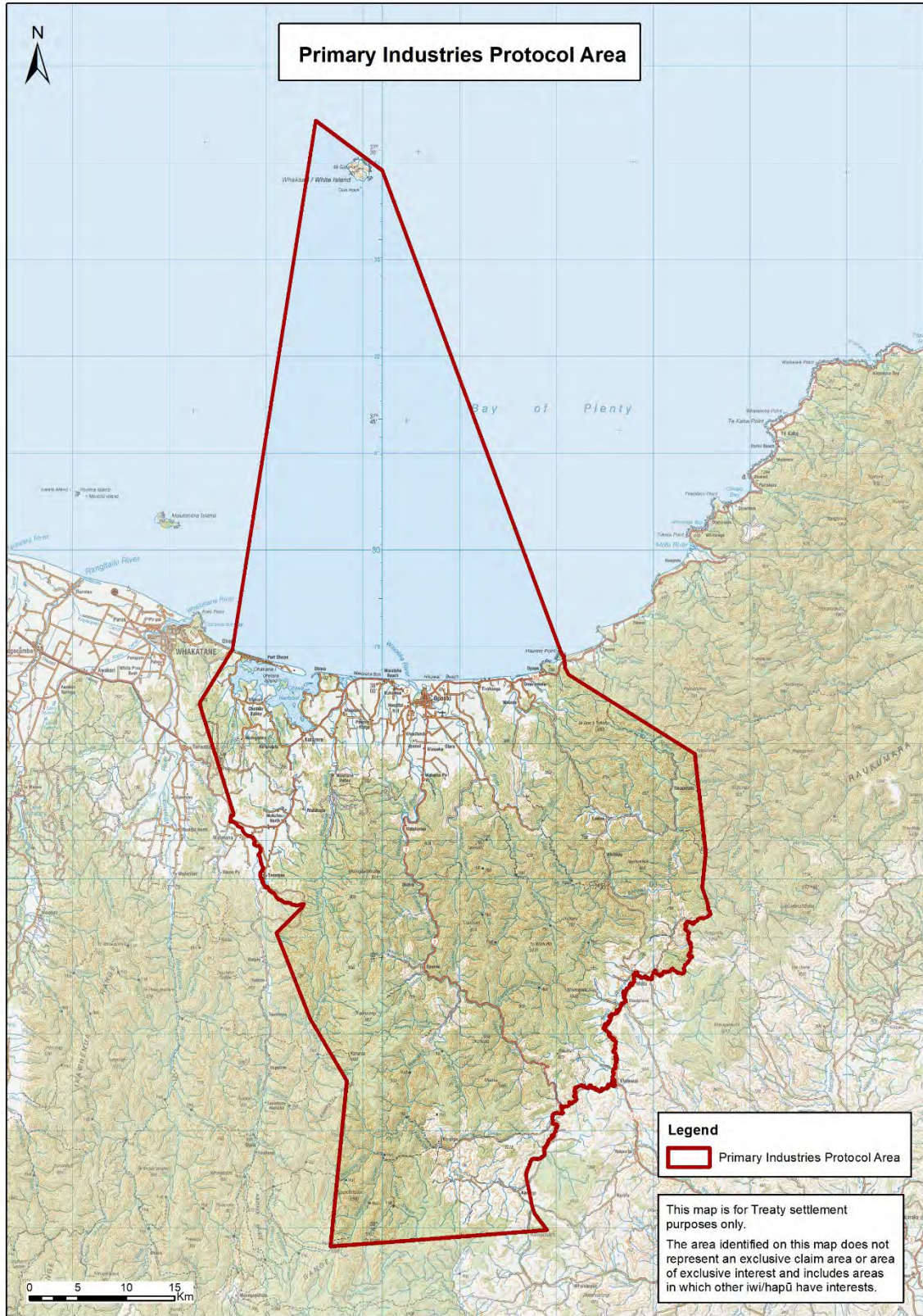
Protocol Area means the land area as noted in the attached map at Appendix A;

Settlement Date means [].

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

3.2: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT A - PROTOCOL AREA



3.2: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT B - TERMS OF ISSUE

1. Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that [].

2. Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3. Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whānau or other representatives of tangata whenua.

4. Noting of Protocols

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5. Enforceability of Protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clauses [] and [] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6. Limitation of rights

6.1 Section [] of the Settlement Legislation provides that: *[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]*

4. RELATIONSHIP AGREEMENTS

4.1 RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

CONSERVATION RELATIONSHIP AGREEMENT

Agreed by

**The Crown, through the Minister of Conservation and the Director-
General of Conservation**

And

**Te Tāwharau o Te Whakatōhea through the Whakatōhea Deed of
Settlement**

1. WHAKATŌHEA'S TRANSFORMATION FRAMEWORK

- 1.1 Whakatōhea have entered into this Conservation Relationship Agreement ("Agreement") with the intent that it will help them realise their guiding principles for Whakatōhea's relationship with the Crown, namely:
- (a) To uphold the spirit of the Treaty of Waitangi;
 - (b) To recognise and support Whakatohea's mana tangata, mana whenua, and mana moana;
 - (c) To support and accelerate Whakatohea's vision for prosperity and wealth; and
 - (d) To work together to realise benefits for the community.
- 1.2 Whakatōhea's relationship with the Crown will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
- (a) Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - (b) Kōpura Regenerating Culture;
 - (c) Te Puta Tieke Intergenerational Development; and
 - (d) Te Umutaunoa a Tairongo Practising Hospitality.
- 1.3 Whakatōhea's intent is that the work programmes that arise from this agreement will contribute to realising Whakatōhea's strategic objectives and support key components of the Whakatōhea Transformation Framework, namely
- (a) Leadership - providing for inspirational leadership;
 - (b) Capacity - fostering competent and successful citizens;
 - (c) Capability - building skills and proficiency;

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (d) Whānau - supporting whānau potential;
- (e) Community Engagement - valuing communication and shared relationships; and
- (f) Collective Decision-making - recognising each other's strengths.

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



- 1.4 Whakatōhea has proposed, and the Department acknowledges, the following principles to guide the implementation of this Agreement:
- (a) *Kia mau ki te wairua o Te Tiriti o Waitangi*: Uphold the spirit of the Treaty of Waitangi;
 - (b) *Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū*: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - (c) *Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi*; Ensuring early engagement on issues of recognised mutual interest;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (d) *Kia whai mana ngā mātāpono o te mana raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga:* Give effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;
- (e) *Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:* Acknowledging that the relationship is flexible and evolving;
- (f) *Kia whakautē i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki:* Respecting the independence of the parties and their individual mandates, roles and responsibilities;
- (g) *Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa:* Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and
- (h) *Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:* Ensuring accountability for agreed decisions and actions.

2. PURPOSE

- 2.1 This Agreement sets out how the Department of Conservation (the "**Department**") and Te Tāwharau o Te Whakatōhea (the "**Governance Entity**") will work together in fulfilling the agreed strategic objectives across the Whakatōhea Area of Interest.
- 2.2 This agreement is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Whakatōhea and the Department of Conservation.
- 2.3 The terms of the Whakatōhea Deed of Settlement apply to this Agreement and should be read as part of this Agreement.
- 2.4 This Agreement shall apply within the Whakatōhea Area of Interest.

3. ROLES AND RESPONSIBILITIES

- 3.1 The Governance Entity, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the Whakatōhea Area of Interest for present and future generations.
- 3.2 Whakatōhea have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Area of Interest, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.
- 3.3 The Minister and the Department have a responsibility under section 4 of the Conservation Act 1987 to interpret and administer the Conservation Legislation so as to give effect to the principles of the Treaty of Waitangi.

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

4. COMMUNICATION & CONSULTATION

- 4.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:
- (a) maintaining a record of each other's office holders, and their contact details;
 - (b) advising each other of their principal contacts and their contact details;
 - (c) promptly informing each other of any changes to the contact information;
 - (d) meeting on issues of shared interest that relate to the Whakatōhea Area of Interest:
 - (i) in accordance with the commitments in this agreement; and
 - (ii) as agreed by the Governance Entity and the Department; and
 - (e) advising each other of any matters of significance to Whakatōhea that relate to the Whakatōhea Area of Interest.
- 4.2 Where consultation is required under this Agreement, the Department will:
- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the matter to be the subject of the consultation;
 - (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are the subject of the consultation;
 - (c) approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and
 - (d) report back to the Governance Entity on any decision that is made.
- 4.3 The Department will meet with the Whakatōhea PSGE within 12 months of the release of the Waitangi Tribunals Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any relevant issues raised in the report.

5. WHAKATŌHEA PLACE IN BAY OF PLENTY CONSERVATION MANAGEMENT STRATEGY

- 5.1 The Settlement provides Whakatōhea with the ability to co-author, alongside the Department, a Whakatōhea Place in the Bay of Plenty Conservation Management Strategy.
- 5.2 The Conservation Management Strategy is the Department's key statutory plan focussed on the Bay of Plenty region. Its purpose is to implement general policies and establish objectives for the integrated management of natural and historic resources, and for recreation, tourism and other conservation purposes.
- 5.3 The area to be covered by the Whakatōhea Place is shown on the map at Schedule 2.

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

6. INFLUENCE OUTSIDE THE WHAKATŌHEA PLACE

6.1 The Settlement, and this Agreement, also contain a number of mechanisms that will enable Whakatōhea to influence the Department's activities outside of the Whakatōhea Place. These include:

- (a) Decision-making Framework - this will ensure that departmental decision-makers are informed of, and understand, the Governance Entity's views and interests when making concession decisions under Part 3B of the Conservation Act;
- (b) Cultural materials plan - this will provide Whakatōhea with the legal ability to make decisions to authorise members to hold dead protected wildlife (found within their rohe) and collect plant materials for non-commercial purposes (from public conservation land within their rohe), in accordance with a jointly agreed cultural materials plan;
- (c) In this Agreement, the following sections:
 - (i) Statutory Planning Documents (refer clause [7.8]) - commits the Department to engage with the Governance Entity early in the development process when preparing, reviewing or amending statutory plans. This will include:
 - (A) the East Coast Hawkes Bay Conservation Management Strategy (for the southern part of Whakatōhea's rohe); and
 - (B) the Bay of Plenty Conservation Management Strategy (for the Coastal Place and any part of the Eastern Catchment Place not covered by the Whakatōhea Place).
 - (ii) Strategic Planning and Collaboration (refer clause [7]) - commits the Department to meet annually with the Governance Entity early in their respective business planning processes to identify shared priorities and also specific projects to be undertaken together or separately to support those projects.
 - (iii) Statutory Authorisation and Statutory Land Management (refer clauses [10 and 11]) - commits the department to early consultation to identify how proposed activities may impact on the cultural, spiritual, or historic values of Whakatōhea. Activities covered by these two sections include Wildlife Act authorisations, vestings, management arrangements with third parties, changing reserve classifications, and land disposal. Concession decision-making is covered by the decision-making framework (see above).
 - (iv) Sites of Significance (part [13]) - commits the parties to develop a process for advising one another of sites of significance and wahi tapu and discussing practical ways in which Whakatōhea can exercise kaitiakitanga over those sites.
 - (v) Species and habitat protection (part [14]) - commits the department to inform the Governance Entity of the national sites and species programmes on which the department will be actively working, and provide opportunities for Whakatōhea to participate in these programmes.
 - (vi) Conservation advocacy (part [16]) - acknowledges that the parties may meet to discuss issues of likely mutual interest and/or concern in relation to the

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

effects of activities controlled and managed under the Resource Management Act 1991. It is recognised that the Department and the Governance Entity may continue to make separate submissions in any RMA processes.

6.2 The above mechanisms will also apply within the Whakatōhea Place (where appropriate).

7. INTERACTION WITH NATURAL RESOURCE REDRESS

7.1 The Settlement includes two items of natural resource redress that recognise the kaitiaki role and obligations of Whakatōhea hapū:

(a) The Settlement (refer cl [XX] of the Deed of Settlement) establishes a Whakatōhea kaitiaki forum (forum) for the rivers and catchments in the Whakatōhea area of interest. The forum is a non-regulatory body whose membership is comprised of six members appointed by Whakatōhea and four members identified by the Bay of Plenty Regional Council (BOPRC) and Ōpōtiki District Council (ŌDC). Staff from the Department will also be able to attend the forum by invitation.

(b) The Settlement (refer cl [XX] of the Deed of Settlement) provides for Whakatōhea and the BOPRC and/or ŌDC to enter into a Joint Management Agreement (JMA). JMAs are an existing mechanism under the Resource Management Act 1991 that can provide for greater iwi input into local authority processes and decision-making under the RMA.

7.2 While the Department is not a party to either of these arrangements, it is important to understand how they relate to the work the Department does:

(a) There will be some cross-over between discussions at the forum and discussions between the Department and Whakatōhea that take place under the auspices of this Agreement. More detail can be found at Schedule 3 of this Agreement.

(b) The JMA will work alongside the kaitiaki forum by providing Whakatōhea a direct role into territorial local authority processes and decision-making regarding RMA freshwater management matters. More detail can be found at Schedule 4 of this Agreement.

7.3 As set out in more detail in Schedules 3 and 4, the existing role of statutory decision-makers under the Conservation Act 1987 and other statutes relevant to the work of the Department will continue to apply within the forum area and the area of any JMA established under the provisions of the Settlement.

8. STRATEGIC PLANNING & COLLABORATION

8.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship.

8.2 Thereafter, the Governance Entity will meet with senior staff of the Department within the Area of Interest at least once a year. From the Department this would include the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent). From the Governance Entity appropriate leadership members would attend the annual relationship meeting.

8.3 At this meeting, the parties (the Department and the Governance Entity) will consider whether additional meetings involving senior managers of the Department (above Tier 3,

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

that is, the Director-General or an appropriate Deputy Director-General) and the Governance Entity are required on particular issues to empower mana ki te mana relationships; this could include matters arising from national work programmes, or the Minister's priorities. Should the Governance Entity wish to engage with the Minister the Department will forward this request in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on purpose and context of the proposed meeting.

- 8.4 The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the local Operations Manager. The relevant Operations Manager and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to;
- (a) discuss priorities and commitments for the new financial year, e.g. the identification of opportunities to work collaboratively on conservation outcomes for the Tirohanga Dunes Conservation Area;
 - (b) discuss timeframes for the development of annual work programmes; and
 - (c) identify potential specific projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship.
- 8.5 If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 8.6 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
- (a) any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Whakatōhea Area of Interest;
 - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party); and
 - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Nga Whenua Rahui (either jointly or individually with the support of the other party).
- 8.7 As part of annual discussions, and as part of ongoing dialogue, Whakatōhea may also seek the Department's support for, or participation in, wider collaborative projects or processes involving other agencies or iwi that also deliver a conservation outcome. Whakatōhea acknowledge that Departmental participation or support for such projects will be assessed on a case-by-case basis by the Department, consistent with Conservation legislation and the resourcing available as a result of the Department's annual business planning process.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 8.8 Each year, the parties will provide a letter or similar form of written advice (e.g. an Annual Report) to the other that describes:
- (a) the work that party has carried out in that financial year to achieve the strategic objectives for the relationship;
 - (b) Identification of possible areas for strengthening or improving the relationship; and
 - (c) (over time) a review of progress against the shared long-term objectives for the relationship.

Planning documents

- 8.9 The Department has obligations under the Conservation Legislation to prepare, review and amend planning documents, including conservation management strategies, national park management plans and conservation management plans ("**Statutory Planning Documents**").
- 8.10 The Department and the Governance Entity will meet to identify and seek to address issues affecting Whakatōhea at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Whakatōhea Area of Interest.
- 8.11 Clause [5.8] does not apply to the Whakatōhea Chapter, that is, that part of the Bay of Plenty Conservation Management Strategy which is subject to separate redress in the Whakatōhea Deed of Settlement (refer cl [XX] of the Deed of Settlement).

9. FRESHWATER FISHERIES

- 9.1 Whakatōhea and the Department share aspirations for conservation of freshwater fisheries within the Whakatōhea Area of Interest.
- 9.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 9.3 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include:
- (a) areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and
 - (b) the development or implementation of research and monitoring programmes.

10. MARINE MAMMAL STRANDINGS

- 10.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammal Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

mammals, including the assistance, treatment or disposal of any stranded, sick, injured or dead marine mammal. The Department is also responsible for the health and safety of its staff, any volunteers under its control, and the public, when it acts to protect, conserve or manage marine mammals.

- 10.2 The Governance Entity will be advised of marine mammal strandings within the Relationship Area. A co-operative approach will be adopted with the Governance Entity to manage stranding events, including the recovery of bone (including teeth and baleen) for cultural purposes and the burial of marine mammals. The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanise a marine mammal or gather scientific information.

11. STATUTORY AUTHORISATIONS

- 11.1 To avoid doubt, this section does not apply to concessions under Part 3B of the Conservation Act 1987 which are subject to redress (the Decision-making framework) in the Whakatōhea Deed of Settlement (refer cl [XX] of the Deed of Settlement).
- 11.2 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Whakatōhea Area of Interest.
- 11.3 As part of these strategic objectives, the Governance Entity and the Department will identify categories of Statutory Authorisations that may impact on the cultural, traditional and/or historic values of Whakatōhea. These categories will be reviewed on a continuing basis. In the identified categories the Department will:
- (a) advise and encourage all prospective applicants within the Whakatōhea Area of Interest to consult the Governance Entity before filing their application;
 - (b) consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Whakatōhea Area of Interest.
- 11.4 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in clause [5.2]) of the time frames for providing advice on impacts on the cultural, spiritual and historic values of Whakatōhea.
- 11.5 Before issuing statutory authorisations to carry out activities on land managed by the Department within the Whakatōhea Area of Interest, the Department will encourage communication between the applicant for the statutory authorisation and the Governance Entity;
- 11.6 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
- (a) require the third parties to manage the land according to the standards of conservation best practice;
 - (b) encourage third parties to consult with the Governance Entity before using cultural information of Whakatōhea.
- 11.7 When considering applications for Statutory Authorisations the Department must apply the relevant statutory and other legal considerations in a way that gives effect to the principles of the Treaty of Waitangi. This involves applying the relevant Treaty principles to the facts of the particular case

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 11.8 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Governance Entity to obtain statutory authorisations on public conservation land within the Whakatōhea Area of Interest.

12. STATUTORY LAND MANAGEMENT

- 12.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the Whakatōhea Area of Interest. Whakatōhea have an ongoing interest in the range of statutory land management activities that are occurring within the Whakatōhea Area of Interest.
- 12.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of Whakatōhea, and will identify when consultation is appropriate. This includes when the Minister is considering:
- (a) vestings or management appointments for reserves held under the Reserves Act 1977;
 - (b) other management arrangements with third parties;
 - (c) changing reserve classifications; or
 - (d) land disposal.
- 12.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Whakatōhea site of significance, the Department will discuss with the Governance Entity whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).

13. CULTURAL MATERIALS

- 13.1 The Whakatohea Deed of Settlement includes a commitment for the Department to jointly prepare and agree with the Governance Entity a cultural materials plan post-settlement covering:
- (a) The customary take of flora material within conservation protected areas within the Whakatōhea area of interest; and
 - (b) the possession of dead protected fauna that is found within the area.

14. SITES OF SIGNIFICANCE

- 14.1 Both parties recognise that there are wāhi tapu and sites of significance to Whakatōhea on lands managed under Conservation Legislation.
- 14.2 The Department will work with the Governance Entity to respect Whakatōhea values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified in accordance with clause [11.3] on lands administered by the Department within the Whakatōhea Area of Interest by:
- (a) discussing with the Governance Entity practical ways in which Whakatōhea can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Whakatōhea Area of Interest;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (b) managing, in co-operation with the Governance Entity, sites of historic significance to Whakatōhea according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;
 - (c) informing the Governance Entity if koiwi or taonga tuturu are found within the Whakatōhea Area of Interest; and
 - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Whakatōhea and seeking to ensure they are not desecrated or damaged.
- 14.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to sites of significance to Whakatōhea will be treated in confidence by the Department, to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity but subject to the Official Information Act 1981 and other relevant Acts.
- 14.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under clause [11.3] above in the Whakatōhea Area of Interest.
- 15. SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)**
- 15.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Whakatōhea Area of Interest. These aspirations will be reflected in the strategic objectives for the relationship.
- 15.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 15.3 In recognition of the cultural, historic and traditional association of Whakatōhea with indigenous flora and fauna within the Whakatōhea Area of Interest for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Whakatōhea to participate in these programmes.
- 15.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 15.5 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Whakatōhea Area of Interest, including:
- (a) monitoring and assessment of programmes;
 - (b) early consultation with the Governance Entity on pest control activities particularly the use of pesticides within the Whakatōhea Area of Interest;

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (c) co-ordination of pest control where the Governance Entity is the adjoining landowner; and
- (d) identification of opportunities to participate in landscape-scale pest management.

Through the annual business planning process, the parties will create actions to progress these strategic objectives.

16. VISITOR AND PUBLIC INFORMATION

16.1 Whakatōhea and the Department wish to share knowledge about natural and historic heritage within the Whakatōhea Area of Interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.

16.2 The parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Whakatōhea with the land, waters and indigenous flora and fauna within the Area the Whakatōhea Area of Interest, and the responsibility of Whakatōhea as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.

16.3 The parties will do this by:

- (a) raising public awareness of positive conservation relationships developed between the parties;
- (b) engaging with each other in the development of visitor and public information published by either party that relates to Whakatōhea values in land and resources managed under Conservation Legislation, particularly where that information relates to Whakatōhea sites of significance and aspirations to the land;
- (c) the Department obtaining from the Governance Entity an assurance that information relating to Whakatōhea to be contained in a publication of the Department is accurate and appropriate;
- (d) the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Whakatōhea values but subject to the Official Information Act 1981 and other relevant Acts; and
- (e) the Department consulting the Governance Entity before using use of information about Whakatōhea values for new interpretation panels, signs and other visitor publications.

17. CONSERVATION ADVOCACY

17.1 From time to time, the Governance Entity and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:

- (a) protection of coastal and marine areas;
- (b) protection and maintenance of wetland areas and reserves;
- (c) management of rivers, streams and waterways; and

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

(d) the effects of activities on biodiversity.

17.2 From time to time the Parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

18. CROSS-ORGANISATIONAL OPPORTUNITIES

18.1 As part of the annual business planning process, the parties will discuss:

(a) opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist the Governance Entity to exercise their role under the Deed and as kaitiaki);

(b) opportunities to share GIS data held by the Department that relates to public conservation land within the Whakatōhea Area of Interest;

(c) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Whakatōhea Area of Interest. Options may include wānanga, education, training, development and secondments;

(d) opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Whakatōhea Area of Interest. The Governance Entity may propose candidates for these roles or opportunities; and

(e) staff changes and key contacts in each organisation.

18.2 Where appropriate, the Department will consider using the Governance Entity individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

WAITANGI TRIBUNAL DISTRICT INQUIRY

19. The Department will meet with the Governance Entity within 12 months of the release of the Waitangi Tribunal's Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any relevant issues raised in the report.

20. DISPUTE RESOLUTION

20.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.

20.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director of Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

20.3 If following the process in clause [16.2] the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 20.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister or their nominees). The parties acknowledge this measure will be a means of last resort.

21. REVIEW AND AMENDMENT

- 21.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

22. TERMS OF AGREEMENT

- 22.1 This Relationship Agreement is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clause [X] of the Deed of Settlement. The Relationship Agreement does not override or limit:
- (a) legislative rights, powers or obligations;
 - (b) the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
 - (c) the ability of the Crown to introduce legislation and change government policy.
- 22.2 The Relationship Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to
- (a) land or any other resource held, managed or administered under the Conservation Legislation;
 - (b) flora or fauna managed or administered under Conservation Legislation; or
 - (c) rights relating to the common marine and coastal areas defined in section 9(1) of the marine and Coastal Areas (Takutai Moana) Act 2011.
- 22.3 A breach of this Relationship Agreement is not a breach of the Deed of Settlement.
- 22.4 If the Crown breaches this Relationship Agreement without good cause, the Governance Entity may:
- (a) seek a public law remedy, including judicial review; or
 - (b) subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.
- 22.5 Clause 18.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

23. CONSULTATION

23.1 Where consultation is required under this agreement, the Department will:

- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
- (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
- (c) approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation;
- (d) report back to the Governance Entity on any decision that is made.

24. DEFINITIONS

24.1 In this document:

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

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

Cultural materials means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the Whakatōhea Area of Interest and which are important to Whakatōhea in maintaining and expressing their cultural values and practices;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Governance Entity means the [Whakatōhea Post-Settlement Governance Entity];

Kaitiaki means guardian in accordance with tikanga Māori;

Māori Data Sovereignty is a principle that refers to the responsibility of:

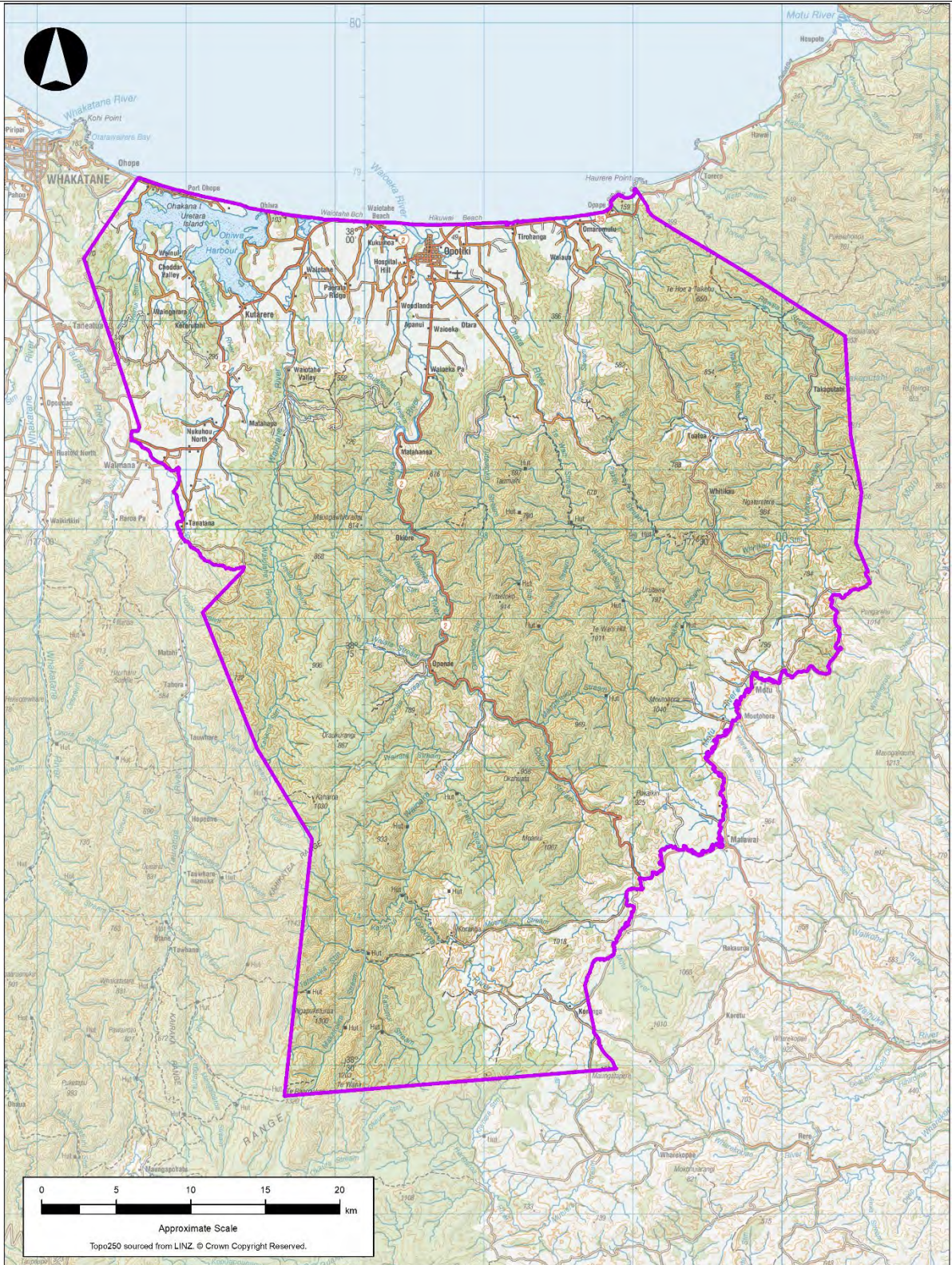
- (a) the Department to facilitate access to data for governance (that is, providing Whakatōhea with access to data for decision-making purposes, to the extent that the data is held by the Department and subject to any existing Departmental policies, contractual obligations, or legislative requirements); and
- (b) the responsibility of the Department and Whakatōhea to ensure appropriate governance of data (that is, Whakatōhea involvement in decisions about third party access to data if it is making statements about or relates to Whakatōhea, for example, GIS data for Whakatōhea redress sites or information about Whakatōhea association with a site in Departmental publications).

Whakatōhea has the meaning set out in the Deed of Settlement;

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 1: Whakatōhea Area of Interest



South Auckland and Gisborne Land Districts
Territorial Authority: Opotiki, Gisborne and Whakatane Districts
Compiled as a graphic representation.
Boundaries are indicative only.



THE OFFICE FOR MĀORI-CROWN RELATIONS 0760603 34

Area of Interest

Areas referred in the deed of settlement between
Whakatōhea and the Crown

Approved as to boundaries:

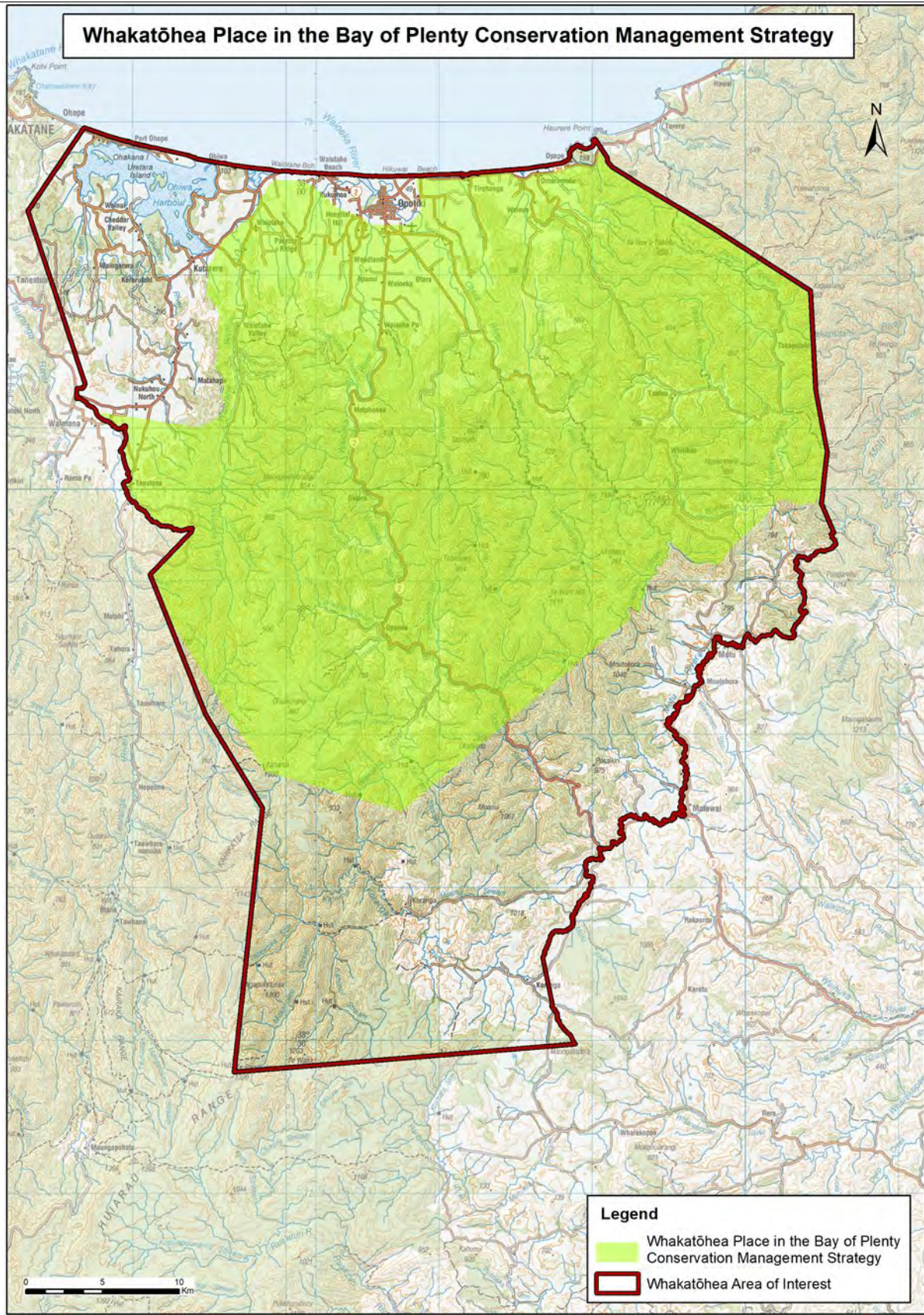
..... /s/.....
for Whakatōhea

..... /s/.....
for and on behalf of the Crown

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 2: Area covered by the Whakatōhea Area Place in the Bay of Plenty Conservation Management Strategy Whakatōhea Area of Interest



4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 3: Whakatōhea kaitiaki forum

- 1.1 The Settlement establishes a Whakatōhea kaitiaki forum (forum) for the rivers in the Whakatōhea area of interest. The forum will operate as a permanent joint committee of the Bay of Plenty Regional Council (BOPRC).
- 1.2 The forum is a non-regulatory body whose membership is comprised of six members appointed by Whakatōhea and four members identified by BOPRC and Ōpōtiki District Council (ODC). Staff from the Department will also be able to attend the forum by invitation.
- 1.3 The core purpose of the forum is to promote te mana o te wai (focused on the health and sustainability of rivers and their catchments within the Whakatōhea area of interest) in a collaborative way that recognises the kaitiaki role and obligations of Whakatōhea hapū. More detail on the purpose, geographical scope, and functions of the forum can be found at sections XX of the Deed of Settlement.
- 1.4 There will be some cross-over between discussions at the forum and discussions between the Department and Whakatōhea that take place under the auspices of this Agreement.
- 1.5 Section 9 of this Agreement anticipates that the parties will agree Strategic Objectives for the Partnership, and that there may be regular discussions around progress towards those objectives. While those strategic objectives may change over time, they may include identification of opportunities for Whakatōhea to have increased input and involvement in any:
 - (i) active management of freshwater species or habitat undertaken by the Department; and
 - (ii) active management activities undertaken by the Department in the Common Marine Area.
- 1.6 The parties agree that it could be beneficial for any discussions on the matters above, that may begin under the auspices of this Agreement, to be shared with the forum where participants are encouraged to take a more holistic perspective. Conversely, discussions that commence in the forum may benefit from further consideration and development under the auspices of this Agreement, for example, more detailed development of a proposal as part of a wider forum strategy.
- 1.7 Consistent with the non-regulatory nature of the forum, the role of statutory decision-makers under:
 - (i) the Conservation Act 1987 to regulate or manage sports fish (including trout), or to regulate or manage freshwater fisheries (including whitebait) and their habitats (e.g. spawning sites and fish passage barriers), would continue to apply within the forum area;
 - (ii) the Resource Management Act 1991 (RMA) in relation to the New Zealand Coastal Policy Statement, Regional Coastal Plans, or proposals of national significance that impact the Common Marine Area, would continue to apply within the forum area; and
 - (iii) the Marine and Coastal Area (Takutai Moana) Act 2011 in relation to conservation processes would continue to apply within the forum area.

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 4: Joint Management Agreement

- 1.1 Joint Management Agreements (JMA) are an existing mechanism under section 36B of the RMA that can provide for greater iwi input into local authority processes and decision-making under the RMA.
- 1.2 The Settlement provides that, once triggered by a written notice from Whakatōhea, a JMA must be entered into between Whakatōhea and either the BOPRC or ŌDC, within a specified timeframe.
- 1.3 The Department will not be a party to any JMA established under the provisions of the Settlement.
- 1.4 While the content of the JMA will be agreed between the relevant parties once notice is given by Whakatōhea, sections [XX] of the Deed of Settlement sets out principles for the development and operation of the JMA, as well as topics that could be covered by the JMA including:
 - (i) RMA planning processes;
 - (ii) RMA consenting processes (such as in relation to gravel extraction consents);
 - (iii) RMA monitoring of the rivers in the rohe; and
 - (iv) other topics agreed to by the parties;
- 1.5 The JMA will work alongside the kaitiaki forum by providing Whakatōhea a direct role into territorial local authority processes and decision making regarding RMA freshwater management matters. As such the JMA would support Whakatōhea hapū to exercise kaitiakitanga, and promote te mana o te wai, at a practical level.
- 1.6 The role of statutory decision-makers under the Conservation Act 1987 to regulate or manage sports fish (including trout), or to regulate or manage freshwater fisheries (including whitebait) and their habitats (e.g. spawning sites and fish passage barriers), would continue to apply within the area of any JMA established under the provisions of the Settlement.
- 1.7 Consistent with intent of the redress to focus on freshwater rivers and catchments, any JMA established under the provisions of the Settlement will not apply to the Common Marine Area.

**4.2 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS,
INNOVATION AND EMPLOYMENT**

4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND
EMPLOYMENT

RELATIONSHIP AGREEMENT BETWEEN
THE MINISTRY OF BUSINESS INNOVATION AND EMPLOYMENT

AND

[WHAKATŌHEA OR PSGE NAME]

*Pākihikura ko te pūwaha tonu o te awa. Ko te rite o Pakihi he mahi moni, he haumako,
ko te tīkanga o kura, he tāonga. Ko Pakihikura te waka tawhito, kua tahuri hei waka
arumoni, waka pūtea e kawē nei i te iwi ki mua.*

Pākihikura is the mouth of the river. "Pakihi" means "business". "Pakihi" means "fertile". "Kura" means "a treasure". Pakihikura is the ancestral waka - this waka is now Whakatōhea's financial and commercial vehicle to carry the iwi into the future.

1 PURPOSE

1.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry of Business, Innovation and Employment ("**MBIE**") and [name of the Whakatōhea PSGE] (the "**Governance Entity**") (referred to collectively as "**the Parties**"). It is intended to encourage the Parties to develop and maintain a positive and enduring working relationship by facilitating:

1.1.1 ongoing dialogue between the Parties; and

1.1.2 opportunities to enhance the wellbeing of Whakatōhea.

1.2 'Whakatōhea' in this agreement refers to the group, whānau, hapu and individuals defined in clause 8.8 of the Deed of Settlement.

2 BACKGROUND

2.1 The Whakatōhea settlement is about the restoration of mana including mana whenua, mana moana, and mana tangata. This will be achieved through reconciliation with the Crown, the regeneration of whānau capacity, and accelerating Whakatōhea's vision for prosperity and wellbeing.

2.2 An investment in Whakatōhea is an investment in the Ōpōtiki community, a region sorely in need of employment and economic development opportunities. One of the key challenges to realising Whakatōhea's aspirations for wellbeing and prosperity is the development of a sustainable economic foundation that provides a level of return to practice hospitality in a manner befitting an Iwi rangatira.

2.3 This Relationship Agreement sets a new pathway for the relationship between Whakatōhea and MBIE.

**4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND
EMPLOYMENT**

3 RELATIONSHIP PRINCIPLES

- 3.1 Whakatōhea has proposed, and MBIE acknowledges, the following principles will underpin the relationship between the Parties and guide implementation of this Relationship Agreement:
- 3.1.1 Kia mau ki te wairua o Te Tiriti o Waitangi: Upholding the spirit of the Treaty of Waitangi;
 - 3.1.2 Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - 3.1.3 Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi: Ensuring early engagement on issues of recognised mutual interest;
 - 3.1.4 Kia whai mana ngā mātāpono o te mana raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga: Taking account of the principles of Māori data sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;
 - 3.1.5 Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi: Acknowledging that the relationship is flexible and evolving;
 - 3.1.6 Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
 - 3.1.7 Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or iwi in work programmes by mutual agreement; and
 - 3.1.8 Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions.

4 WHAKATŌHEA ASPIRATIONS FOR THE RELATIONSHIP WITH MBIE

- 4.1 The Governance Entity has entered into the Relationship Agreement with the intent that it will help Whakatōhea realise their aspirations for their relationship with the Crown, namely:
- 4.1.1 To uphold the spirit of the Treaty of Waitangi;
 - 4.1.2 To recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - 4.1.3 To support and accelerate Whakatōhea's vision for prosperity and wealth; and
 - 4.1.4 To work together to realise benefits for the community.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND
EMPLOYMENT**

- 4.2 Whakatōhea's relationship with the Crown will be guided by the Whakatōhea Transformation Framework, which is set out in the Appendix and which has the following four pillars:
- 4.2.1 Mihi Marino - Reconciliation with society;
 - 4.2.2 Kōpura - Regenerating Culture;
 - 4.2.3 Te Puta Tieke - Intergenerational Development; and
 - 4.2.4 Te Umutaunoa a Tairongo - Practising Hospitality.
- 4.3 Whakatōhea's intent is that the work programmes that arise from the Relationship Agreement will contribute to realising Whakatōhea's strategic objectives and support key components of the Whakatōhea Transformation Framework, namely:
- 4.3.1 Leadership - Providing for inspirational leadership;
 - 4.3.2 Capacity - Fostering competent and successful citizens;
 - 4.3.3 Capability - Building skills and proficiency;
 - 4.3.4 Whānau - Supporting whānau potential;
 - 4.3.5 Community Engagement - Valuing communication and shared relationships;
 - 4.3.6 Collective Decision-making - Recognising each other's strengths.
- 4.4 The Governance Entity wishes to engage with MBIE regarding the initial issues of interest set out below. These topics may be reflected in the Work Plan referred to in clause 7 below and modified from time to time as set out in that clause:
- 4.4.1 regional economic development, particularly in the Whakatōhea area of interest as set out in the Whakatōhea Deed of Settlement;
 - 4.4.2 research, information and data held by MBIE relevant to economic development in the Whakatōhea area of interest as set out in the Whakatōhea Deed of Settlement;
 - 4.4.3 current and future aquaculture development and mussel farming led by [a Whakatōhea associated entity];
 - 4.4.4 support to establish relationships with Crown Research Institutes to assist Whakatōhea with its economic development initiatives;
 - 4.4.5 support to implement within the science and innovation sector of Whakatōhea's Traditional Knowledge (TK) and Biocultural (BC) Labels, which are designed to inform users of the significance of, and appropriate engagement with, Whakatōhea's traditional and biocultural knowledge;
 - 4.4.6 support for the use of Whakatōhea mātauranga within the science and innovation sector; and
 - 4.4.7 access to funding that MBIE offers which may assist Whakatōhea economic development aspirations set out in this agreement.

**4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND
EMPLOYMENT**

5 COMMUNICATION

- 5.1 The Parties will maintain effective and efficient communication with each other through:
- 5.1.1 MBIE providing a primary contact to act as liaison for the Governance Entity;
 - 5.1.2 the Governance Entity providing a primary contact for MBIE to act as a liaison person; and
 - 5.1.3 'kanohi ki te kanohi' engagement where agreed, or otherwise via email and related channels, on matters relevant to the Relationship Agreement.

6 ENGAGEMENT

- 6.1 The Parties will engage through the following mechanisms:
- 6.1.1 where required and agreed to deliver the Work Plan referred to in clause 7;
 - 6.1.2 an annual relationship meeting between a senior representative of MBIE and a senior representative of the Governance Entity, as referred to in clause 8; and
 - 6.1.3 meetings, as agreed, at an operational level between MBIE officials and representatives of the Governance Entity as set out in clause 9.
- 6.2 When engaging the Parties will do so in good faith, with an open mind, and in accordance with the Relationship Principles in clause 3.

7 WORK PLAN

- 7.1 The Parties acknowledge the significance of each other's strategies and priorities as they relate to the Whakatōhea aspirations set out in clause 4 above.
- 7.2 The Parties will work together to develop a Work Plan that will contain specific steps the Parties agree to take consistent with these strategies and priorities and the Whakatōhea aspirations in clause 4 above.
- 7.3 Within 6 months of signing the Relationship Agreement, representatives of the Parties will commence working together to develop the Work Plan.
- 7.4 Within 12 months of signing the Relationship Agreement, the Parties will complete the Work Plan.
- 7.5 Without limitation the Work Plan will:
- 7.5.1 share information about MBIE initiatives and work, to help the Governance Entity identify how these may impact on Whakatōhea;
 - 7.5.2 identify priorities for action and potential sources of funding of those priorities to improve absolute wellbeing for Whakatōhea whānau;
 - 7.5.3 identify indicators to measure success in achieving the objectives of the Work Plan; and

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND
EMPLOYMENT**

7.5.4 contain an agreed approach for the establishment and implementation of the Work Plan.

7.6 The Work Plan may be modified from time to time as agreed between the Parties.

8 ANNUAL RELATIONSHIP MEETING

8.1 Each year the Governance Entity and MBIE will hold an Annual Relationship Meeting (the Annual Meeting), at a venue to be agreed annually by the Parties as early as possible before the meeting date.

8.2 A senior representative nominated by the Chief Executive of MBIE will lead MBIE's representation at the Annual Meeting.

8.3 The purpose of the Annual Meeting is to:

8.3.1 mandate, discuss or decide on matters relating to the Work Plan as required;

8.3.2 report back on progress under the Work Plan; and

8.3.3 address any concerns the Parties have about the relationship.

8.4 Before each Annual Meeting, representatives of the Parties will agree on administrative arrangements for the meeting, including the agenda.

8.5 Each party will meet the costs and expenses of its representatives attending.

8.6 A relationship meeting between the Parties to discuss delivery of the first Annual Meeting will take place within three months of a written request sent by the Governance Entity;

8.7 If the Governance Entity considers that attendance by a Minister of the Crown at an Annual Meeting, or a response from a Minister to a specific issue, would be essential to progressing the Work Plan or resolving any particular issues, it will notify MBIE at least 20 working days prior to the Annual Meeting. MBIE will forward this request in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on the purpose and context. For the avoidance of doubt, it remains the Minister's decision whether or not to attend an Annual Meeting.

8.8 Where MBIE staff have specific responsibilities or expertise that are likely to assist progress at an Annual Meeting, MBIE will endeavour to ensure those staff members are able to attend the Annual Meeting. However there may be occasions where this is not practicable due to other commitments.

8.9 The Parties may agree not to hold the Annual Meeting in any year.

9 MEETINGS AS REQUIRED

9.1 The Parties commit to maintaining an ongoing dialogue through which the Parties:

9.1.1 develop and monitor the implementation of the Work Plan;

9.1.2 are kept aware of each other's interests; and

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND
EMPLOYMENT**

- 9.1.3 can explore further opportunities for collaboration as they arise.
- 9.2 This dialogue and collaboration may include meetings in person as agreed from time to time between the Parties.
- 9.3 MBIE will meet with the Governance Entity, should the Governance Entity so wish, within 12 months of the release of the Waitangi Tribunal's report on its District Inquiry into the Eastern Bay of Plenty (Wai 1750) to discuss any issues raised in the report that relate to MBIE's areas of responsibility.
- 9.4 If the Governance Entity wishes to meet with a Minister, MBIE will forward this request in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on the purpose and context of the proposed meeting.

10 INFORMATION SHARING

- 10.1 The Parties recognise the mutual benefit of information exchange.
- 10.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to clause 14.
- 10.3 MBIE will inform the Governance Entity in good faith as soon as practicable about any circumstances which may affect MBIE's ability to deliver on any agreed actions in the Work Plan.
- 10.4 The Governance Entity will inform MBIE in good faith as soon as practicable about any circumstances which may affect the Governance Entity's ability to deliver on any agreed actions in the Work Plan.

11 CONTACTS

- 11.1 The main MBIE contact at all times for the Relationship Agreement is Te Tumu Houkura - the General Manager of Te Kupenga, the Māori Economic Development Unit.
- 11.2 The main contact person at the Governance Entity for all matters relating to the Relationship Agreement is the Chief Executive [or alternative to be advised].
- 11.3 The contact persons named in clauses 11.1 and 11.2 may change over time as MBIE and the Governance Entity, and their relationship, evolve.

12 LIMITATIONS

- 12.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.

13 SPECIAL CONDITIONS

- 13.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Official Information Act 1982 and the Privacy Act 2020 or their successors.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND
EMPLOYMENT**

14 OFFICIAL INFORMATION

- 14.1 MBIE is subject to the requirements of the Official Information Act 1982 ("**OIA**").
- 14.2 MBIE may receive requests to disclose information that it holds relating to the Relationship Agreement or any steps taken under it (e.g. relationship meeting minutes) under the Official Information Act 1982.
- 14.3 MBIE will notify the Governance Entity and seek its views before releasing any such information.

15 DISPUTE RESOLUTION

- 15.1 If a dispute arises in relation to the Relationship Agreement that cannot be resolved by the contact persons at clauses 11.1 and 11.2 it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the Parties for final resolution.

16 REVIEW

- 16.1 The Parties may agree to review the operation of the Relationship Agreement from time to time.

17 AMENDMENT

- 17.1 The Parties may agree in writing to vary the provisions of the Relationship Agreement.

SIGNED for and on behalf of the)
Ministry of Business, Innovation and)
Employment by the Chief Executive)
in the presence of:)

Carolyn Tremain

Signature of Witness

Witness Name

Occupation

Address

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND
EMPLOYMENT**

SIGNED for and on behalf of the Trustees)
of [**Governance Entity**])
by the Chair)
in the presence of:)

[Name]

Signature of Witness

Witness Name

Occupation

Address

4.3 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

**RELATIONSHIP AGREEMENT BETWEEN WHAKATŌHEA AND THE CROWN,
THROUGH THE SECRETARY OF EDUCATION AND
CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION**

Whakatōhea and the Ministry of Education enter into this relationship in the spirit of the whakaaro that where we go, we go together.

1 PURPOSE

1.1 This Relationship Agreement formalises the relationship between the trustees of the Whakatōhea post-settlement governance entity (the "**Governance Entity**") and the Ministry of Education (the "**Ministry**"), (together referred to as "the **Parties**"). It establishes a framework to enable the Parties to develop and maintain a positive and enduring working relationship that enables an ongoing dialogue aimed at:

- (a) education opportunities that deliver better education outcomes for Whakatōhea as Whakatōhea; and
- (b) exploring opportunities for collaboration when they arise.

2 WHAKATŌHEA STATEMENT

- (a) Whakatōhea has a goal to support whānau to reach their full potential.
- (b) Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
- (c) Whakatōhea wish to utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affects the wellbeing of Whakatōhea members and its community.
- (d) Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.
- (e) Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
- (f) Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities

3 RELATIONSHIP PRINCIPLES

3.1 The Parties are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the Parties to this Relationship Agreement. The relationship is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve, over time, the outcomes sought by both.

3.2 The Parties will facilitate partnerships between Whakatōhea and relevant organisations to ensure the development of robust policy, and leading to the successful completion of agreed work programme activities.

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

- 3.3 The Parties acknowledge the following principles that will guide the implementation of this Relationship Agreement:
- (a) **Kia mau ki te wairua o Te Tiriti o Waitangi:** Uphold the spirit of the Treaty of Waitangi;
 - (b) **Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū:** Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - (c) **Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi:** Ensuring early engagement on issues of recognised mutual interest;
 - (d) **Kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga:** Take account of the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data.
 - (e) **Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:** Acknowledging that the relationship is flexible and evolving
 - (f) **Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki:** Respecting the independence of the parties and their individual mandates, roles and responsibilities
 - (g) **Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa:** Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and,
 - (h) **Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:** Ensuring accountability for agreed decisions and actions
- 3.4 This Relationship Agreement is intended to further enhance the existing relationships between the Parties. Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other Iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.
- 3.5 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Ministry and of the Government of the day.
- 3.6 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of Whakatōhea.
- 3.7 In accordance with the principles listed at 3.3, the limitations expressed above at 3.5 and 3.6 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

4 WHAKATŌHEA'S ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

4.1 Whakatōhea's aspirations for its relationship with the Crown, are:

- (a) To uphold the spirit of Te Tiriti o Waitangi/the Treaty of Waitangi;
- (b) To recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
- (c) To support and accelerate Whakatōhea's vision for prosperity and wealth; and
- (d) To work together to realise benefits for the community.

4.2 This relationship acknowledges the Whakatōhea Transformation Framework or any successor strategies. The Whakatōhea Transformation Framework has the following four pillars:

- (a) Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
- (b) Kōpura Regenerating Culture;
- (c) Te Puta Tieke Intergenerational Development; and
- (d) Te Umutaunoa a Tairongo Practising Hospitality.

4.3 The work programmes that arise from this agreement will contribute to realising some or all of Whakatōhea's current or future strategic objectives and support key components of the Whakatōhea Transformation Framework, namely

- (a) Leadership - Providing for inspirational leadership;
- (b) Capacity - Fostering competent and successful citizens
- (c) Capability - Building skills and proficiency
- (d) Whānau - Supporting whānau potential
- (e) Community Engagement - Valuing communication and shared relationships
- (f) Collective Decision-making - Recognising each other's strengths

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



5 COMMUNICATION AND ENGAGEMENT

5.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:

- (a) relationship meetings held in accordance with clause 6;
- (b) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
- (c) providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
- (d) providing the Governance Entity with early notice of policy processes on issues of recognised mutual interest.
- (e) providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise.
- (f) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it; and
- (g) facilitating meetings with the Minister of Education as required.

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

6 RELATIONSHIP MEETINGS

- 6.1 The Parties agree that a [senior representative] of the Governance Entity and the Ministry will participate in an annual relationship meeting;
- 6.2 The Parties may agree or update a programme of work to advance their respective objectives.
- 6.3 Before each relationship meeting held in accordance with clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda.
- 6.4 Meetings will take place at the Governance Entity's office unless otherwise agreed. Each party will meet the costs and expenses of its representatives attending relationship meetings;
- 6.5 The first relationship meeting will take place within three months of a written request by the Governance Entity to the Ministry.
- 6.6 In any given year, the Parties may, by mutual agreement, decide not to hold the relationship meeting for that year.
- 6.7 Other meetings may be held from time to time between Ministry staff and the Governance Entity as mutually agreed any programme of work agreed under clause 6.2.
- 6.8 The Ministry and the Governance Entity agree to meet within 12 months of the release of the Waitangi Tribunal's report on the District Inquiry into the Eastern Bay of Plenty, to discuss the findings and recommendations.

7 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded by the Ministry within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to clause 10.

8 COLLABORATIVE AGENCY FRAMEWORK

- 8.1 The Collaborative Agency Framework is a round table of Crown agencies, the Governance Entity, and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea.
- 8.2 The Ministry will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of the Ministry and the Governance Entity to do so.

9 CONTACTS

- 9.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is [add title].
- 9.2 The contact person for the Governance Entity for all matters relating to this Relationship Agreement is [add title].

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

9.3 The contact persons named in clauses 9.1 and 9.2 may change over time as the circumstances of the Ministry, Whakatōhea and their relationship change.

10 SPECIAL CONDITIONS

10.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

11 OFFICIAL INFORMATION

11.1 The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").

11.2 The Ministry and its responsible Minister(s) may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).

11.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

12 PROBLEM RESOLUTION

12.1 If a problem arises in relation to this relationship agreement that cannot be resolved by the contact persons at clauses 9.1 and 9.2, it shall be escalated to their respective managers to resolve. In the case of the Ministry, the manager shall be the Deputy Secretary - Māori Education.

12.2 If the managers of the parties are unable to resolve the problem or, in the case of the Ministry, the manager is a Deputy Secretary, then the matter shall be escalated to the Chief Executive of the Governance Entity and the Secretary for Education in the case of the Ministry.

12.3 If the Chief Executives of the Parties are unable to resolve the problem, the Parties may agree to escalate it to the Chair of the Governance Entity and the Minister of Education or their respective nominees.

13 REVIEW

13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

14 AMENDMENT

14.1 The Parties may agree in writing to vary the provisions of this Relationship Agreement.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

SIGNED for and on behalf of **THE**)
SOVEREIGN in right of New Zealand by the)
Secretary for Education and Chief Executive)
of the Ministry in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of [the)
governance entity] by [NAME])
in the presence of:

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

4.4 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT AND WHAKATŌHEA

1 BACKGROUND

- 1.1 The parties to this agreement recognise;
- (a) The Treaty of Waitangi provides a foundation for the Whakatōhea/Crown relationship;
 - (b) Whakatōhea can speak with authority about their relationship with their ancestral resources;
 - (c) Whakatōhea have agreed to a settlement with the Crown for past grievances including the raupatu which adversely affected their connection to the whenua;
 - (d) The future focus of Whakatōhea is to actively contribute to the development of intergenerational solutions to resource management issues;
 - (e) That nature (ecosystems, ecological processes, life cycles) has rights and is an important founding principle for building co-management agreements and relationship instruments;
 - (f) That nature has its own mana and a right to exist, persist, rest, recuperate, regenerate and build resilience; and
 - (g) That nature (and cultural landscapes) have energising, life-giving properties for human and other animal communities, which will affect the ways that landscapes are managed and cared for.

2 PURPOSE

- 2.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry for the Environment (the "**Ministry**") and the Te Whakatōhea post-settlement governance entity (the "**Governance Entity**") and establishes a framework to enable the parties to maintain a positive and enduring working relationship.
- 2.2 It is intended that this agreement realises Te Whakatōhea's guiding principles for its relationship with the Crown, namely:
- (a) To uphold the spirit of the Treaty of Waitangi;
 - (b) To recognise and support Whakatohea's mana tangata, mana whenua, and mana moana;
 - (c) Recognise the special role of Whakatohea as kaitiaki within their rohe in the management and allocation of their natural resources
 - (d) To support and accelerate Whakatohea's vision for prosperity and wealth; and
 - (e) To work together to realise benefits for the community.

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 2.3 This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
- (a) Mihi Marino Reconciliation with the Crown;
 - (b) Kōpura Regenerating Culture;
 - (c) Te Puta Tieke Intergenerational Development; and
 - (d) Te Umutaunoa a Tairongo Practising Hospitality.
- 2.4 The work programmes that arise from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely
- (a) Leadership - Providing for inspirational leadership;
 - (b) Capacity - Fostering competent and successful citizens
 - (c) Capability - Building skills and proficiency
 - (d) Whānau - Supporting whānau potential
 - (e) Community Engagement - Valuing communication and shared relationships
 - (f) Collective Decision-making - Recognising each other's strengths

Figure: Whakatōhea Transformation Framework

**Whakatōhea Transformation Framework
Towards Wellbeing**



- 2.5 The parties will discuss how resources are allocated to work programmes arising from this agreement

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

3 RELATIONSHIP PRINCIPLES

3.1 In implementing the Relationship Agreement, the Secretary for the Environment (the "**Secretary**") and the Governance Entity agree to act consistently with the following relationship principles:

- (a) *Kia mau ki te wairua o Te Tiriti o Waitangi*: Uphold the spirit of the Treaty of Waitangi;
- (b) *Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū*: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
- (c) *Kia whakatūtu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi*; Ensuring early engagement on issues of recognised mutual interest;
- (d) *Kia whai mana ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga*: Recognise and seek to uphold the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in Mātauranga Māori and data';
- (e) *Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi*: Acknowledging that the relationship is flexible and evolving;
- (f) *Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki*: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
- (g) *Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngātahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa*: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and
- (h) *Ā, kia whakatūtu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia*: Ensuring accountability for agreed decisions and actions.

4 SCOPE

4.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Te Whakatōhea Area of Interest as defined in the Te Whakatōhea Deed of Settlement.

4.2 The Relationship Agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

4.3 The Relationship Agreement is not intended to be a substitute for Crown's consultation obligations under Natural Resource legislation but provides a framework for enhance the relationship with the Whakatōhea PSGE.

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

5 COMMUNICATION

- 5.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held in accordance with the section 6 of this agreement;
 - (b) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - (c) providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
 - (d) providing the Governance Entity with early notice of policy processes on issues of recognised mutual interest.
 - (e) providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise.
 - (f) informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it; and
 - (g) forwarding any requests to engage with the Minister in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on purpose and context of the proposed meeting.

6 RELATIONSHIP MEETINGS

- 6.1 The parties agree that senior representatives of the Governance Entity and the Ministry will participate in a biennial relationship meetings to establish and implement a shared work programme.
- 6.2 At the first relationship meeting the parties will discuss the establishment of a joint work programme and potential activities under that work programme. Initial activities for discussion are attached as a schedule to this agreement. The final work programme remains subject to the review and mutual agreement of both parties.
- 6.3 Before each meeting under clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 6.4 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:
- (a) any legislative or policy developments of interest to Te Whakatōhea, including but not limited to reform of the Resource Management Act 1991 ("**RMA**"), freshwater issues, climate change, the Emissions Trading Scheme, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);
 - (b) policies for influencing the management of natural and physical resources within the Whakatohea rohe

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- (c) the impacts of public and private sector proposals within the Whakatōhea rohe, particularly those that might not be covered by legislative or other environmental assessment requirement currently in force;
 - (d) discussion on the management of the freshwater management planning processes; including allocation and local authority performance in the Te Whakatōhea Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA consistent with clause 7 below; and
 - (e) any other matters of mutual interest.
- 6.5 Meetings will take place at the PSGE unless otherwise agreed. Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 6.6 The first relationship meeting will take place within 3 months of a written request by the Governance Entity.
- 6.7 The Ministry will meet with the Whakatōhea PSGE within 12 months of the release of the Waitangi Tribunal's Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any issues raised in the report specific to the Ministry's portfolio of work.
- 6.8 The parties may invite other agencies to participate in ongoing work programme discussions as appropriate.

7 CAPACITY BUILDING, FACILITATING NETWORKING OPPORTUNITIES AND TRAINING

- 7.1 The Ministry and the Governance Entity will seek opportunities to provide each other with training, networking opportunities and other capacity building activities in their respective areas of responsibility and expertise. Topics that capacity building, networking and training may cover include:
- (a) legislation that is administered by the Ministry and areas of responsibility under those Acts; and
 - (b) the iwi and hapū of Whakatōhea values, practices and objectives.
- 7.2 The Ministry will provide advice and information to Governance Entity on the 'Making Good Decisions' Programme for training-environmental commissioners and how people endorsed by Governance Entity can complete the programme.
- 7.3 The Ministry and the Governance Entity will seek opportunities for secondments and internships between the parties, taking into account the interests and capacity of both parties

8 LOCAL GOVERNMENT PERFORMANCE

- 8.1 The Minister for the Environment (the "**Minister**") has the function of monitoring the effect and implementation of the RMA (refer section 24 of the RMA). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27 of the RMA).
- 8.2 The way in which these functions and powers are exercised varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister,

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.

8.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.

8.4 Before each relationship meeting held under section 6, the Ministry will provide the Governance Entity with:

(a) the most recent published information from any such survey; and

(b) details of any current or completed state of the environment monitoring;

as it relates to the Te Whakatōhea Area of Interest, and subject to any constraints on information sharing, including under the Official Information Act 1982 ("OIA") and Privacy Act 2020.

8.5 The Ministry will also receive and consider any further information or comment that the Governance Entity would like to make on the effect and implementation of the RMA, including local government performance.

9 DISPUTE RESOLUTION PROCESS

9.1 If a dispute arises in connection with the relationship agreement, every effort will be made in good faith to resolve matters at the primary contact level within a reasonable timeframe to endeavour to find a resolution to the matter.

9.2 If this process is not successful, the matter may be escalated to a meeting between a member of the Ministry's Executive Leadership Team and a nominated representative(s) of the Governance Entity who will meet within a reasonable timeframe.

10 OFFICIAL INFORMATION

10.1 The Ministry is subject to the requirements of the OIA.

10.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).

10.3 The Ministry will notify Te Whakatōhea and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments Te Whakatōhea wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

11 AMENDMENT

11.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

Schedules: Potential work programme activities for discussion at first relationship meeting

- (a) [support for the development of an Iwi Coastal Environment Plan (for areas not included in the DOC CMS);
- (b) support for the establishment of Mana Whakahono a Rohe agreements with Bay of Plenty Regional Council and Opotiki District Council;
- (c) access to RMA training, including the Making Good Decisions programme;
- (d) access to research on Māori land use models and climate change resilience;
- (e) involvement in policy and programmes for Maori land development (balancing biodiversity values with land use change) and water quality and quantity within rohe catchments; and
- (f) support for Mātauranga Māori based Decision-Making - in particular, the extension of the Takiwa GIS platform.]

**4.5 RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF
HEALTH, TE WHATU ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA –
MĀORI HEALTH AUTHORITY**

4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY



Te Aka Whai Ora
Māori Health Authority

Te Whatu Ora
Health New Zealand

Relationship Agreement between Whakatōhea
and
Manatū Hauora – Ministry of Health, Te Whatu
Ora – Health New Zealand, Te Aka Whai Ora –
Māori Health Authority

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

Contents

The Parties	104
Introduction	104
Principles	105
Aspirations of Whakatohea	107
Goals of Whakatohea	107
Communications and Engagement	107
Relationship meetings	108
Information Sharing	108
Primary Contacts	109
Joint Work Programme	109
Problem Resolution	109
Review	109
Changes to Health Policy and Legislation Affecting the Relationship Agreement	110
Amendment	110
Appendix One: Whakatohea Transformation Framework	113

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

The Parties

The parties to this Relationship Agreement (Agreement) are:

- The Whakatōhea post-settlement governance entity (PSGE), Te Tāwharau o Te Whakatōhea;
- Manatū Hauora – Ministry of Health;
- Te Whatu Ora – Health New Zealand; and
- Te Aka Whai Ora – Māori Health Authority.

Introduction

1. Under the Deed of Settlement between the PSGE and the Crown, the parties have agreed to formalise a relationship between Manatū Hauora, Te Whatu Ora, Te Aka Whai Ora and the PSGE.
2. The parties have entered into this Agreement to work together to improve health outcomes for Whakatōhea iwi members.
3. The parties acknowledge that these common commitments are intended to support and promote a vision of trust in each other to deliver on an agreed joint work programme and to share a principled approach to an enduring relationship.
4. The purpose of this Agreement is to formalise an enduring relationship between the parties, ensuring:
 - a. an ongoing dialogue is maintained through which the parties are kept aware and informed of each other's interests
 - b. opportunities for collaboration are explored when they arise
 - c. agreed work plans are established that are mutually beneficial to each of the parties' goals.
5. The New Zealand health and disability system is undergoing significant reforms, enacted through the Pae Ora (Healthy Futures) Act which came into force on 1 July 2022. The Act establishes new health structures, with new roles, functions, and responsibilities for the provisioning of health and disability services for the country:
 - a. Te Whatu Ora - Health New Zealand
 - b. Te Aka Whai Ora - Māori Health Authority
 - c. The Public Health Agency
 - d. Whaikaha - Ministry of Disabled People
 - e. Iwi Māori Partnership Boards.
6. Manatū Hauora is the kaitiaki/ chief steward of the health system in Aotearoa New Zealand, and supports the Crown to fulfil its obligations under Te Tiriti o Waitangi, through:
 - a. its stewardship of New Zealand's health and disability system;
 - b. advising the Minister of Health, and the Government, on health issues;
 - c. development of health strategies in conjunction with Te Aka Whai Ora;
 - d. monitoring health system performance for Māori health in conjunction with Te Aka Whai Ora and Te Puni Kokiri; and

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

- e. monitoring the new structures performance in relation to Māori health.
7. Our health and disability system has underperformed for Māori for too long – life expectancy is seven years less than for Pākehā and twice as many Māori deaths as Pākehā are potentially avoidable. These reforms are designed to give Māori rangatiratanga over hauora Māori and greater influence throughout the system. This is not only because it is central to Te Tiriti o Waitangi, but also to ensure everyone has the same access to good health outcomes.

Principles

8. The parties are seeking a relationship consistent with Te Tiriti o Waitangi and its principles. The principles of Te Tiriti o Waitangi provide the basis for the relationship between the parties. The relationship created by this Agreement is intended to assist the parties to exercise their respective responsibilities and co-operate to achieve the joint outcomes sought by all parties.
9. Whakatōhea has adopted the following principles which the parties accept as guiding the implementation of this Agreement:
- a. Kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - b. Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - c. Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi: Ensuring early engagement on issues of recognised mutual interest;
 - d. Kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga: Give effect to the principles of Māori Data Sovereignty and Whakatōhea’s rights and interests in mātauranga Māori and data;
 - e. Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi: Acknowledging that the relationship is flexible and evolving;
 - f. Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
 - g. Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and
 - h. Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions.
10. Manatū Hauora, in its Tiriti o Waitangi position statement, and in Whakamaua: Māori Health Action Plan 2020-2025 and Tiriti framework, adopted the Tiriti principles as articulated by the Waitangi Tribunal in the *Hauora* Report (2019) for the primary healthcare system; as applicable across the entire health and disability system:
- a. The guarantee of **tinu rangatiratanga**, which provides for Maori self-determination and mana motuhake in the design, delivery and monitoring of health and disability services;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

- b. The principle of **equity**, which requires the Crown to commit to achieving equitable health outcomes for Maori;
 - c. The principle of **active protection**, which requires the Crown to act, to the fullest extent practicable, to achieve equitable health outcomes for Māori. This includes ensuring that it, its agents and its Treaty partner are well informed on the extent, and nature of, both Māori health outcomes and efforts to achieve Māori health equity;
 - d. The principle of **options**, which requires the Crown to provide for and properly resource kaupapa Māori primary health services. Furthermore, the Crown is obliged to ensure that *health and disability* services are provided in a culturally appropriate way that recognises and supports the expression of hauora Māori models of care; and
 - e. The principle of **partnership**, which requires the Crown and Māori to work in partnership in the governance, design, delivery and monitoring of *health and disability* services. Māori must be co-designers, with the Crown, of the primary health system for Māori.
11. The Pae Ora (Healthy Futures) Act 2022 health sector principles incorporate key outcomes and behaviours from these Tiriti principles, and requires the Crown health agents to meet the Crown's obligations to Māori under Te Tiriti, through:
- a. enabling and supporting Māori through genuine and meaningful engagement in the design, delivery, and monitoring of health services to reflect their needs and aspirations and improve hauora Māori outcomes;
 - b. committing to achieving equitable health outcomes for Māori. This means recognising different approaches and resources better aligned to achieving equitable access to services, levels of service and health outcomes;
 - c. ensuring Māori are able to exercise decision-making authority to gain equitable health outcomes for Māori. This includes ensuring that the Crown, its agents and its Māori partners under Te Tiriti are well informed on the extent of efforts to achieve equitable health outcomes for Māori;
 - d. providing for Te Ao Māori health and disability solutions. Furthermore, the Crown and its agents are obliged to ensure that all health and disability services are delivered in culturally safe and responsive ways that recognise and support the expression of hauora Māori models of care. Te Whatu Ora and Te Aka Whai Ora will work with the health sector agencies and Whaikaha and be informed by the lived experiences of Māori to continuously improve services and health outcomes for Māori; and
 - e. working in partnership with Māori to establish promotional and preventative measures to protect and improve Māori health and wellbeing, through adopting population health approaches and addressing the wider determinants of health. This includes working collaboratively with other agencies and organisations.
12. This Agreement is intended to further enhance the existing relationships between the parties. Nothing in this agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether they be affiliated with the PSGE.
13. Manatū Hauora, Te Whatu Ora, and Te Aka Whai Ora may assist in the facilitation of relationships between Whakatōhea and other relevant national or local agencies, as required, to support the development of robust policy, leading to the successful completion of agreed work programme activities.
14. The commitments of Manatū Hauora, Te Whatu Ora, and Te Aka Whai Ora under this Agreement are limited to the extent that they are within the capability, resources and

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

mandated work programme and priorities of the respective agencies and/or the government of the day.

15. The commitments of the PSGE under this Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.

Aspirations of Whakatōhea

16. This agreement recognises the guiding principles of Whakatōhea for its relationship with the Crown, namely:
- a. To uphold the spirit of te Tiriti o Waitangi
 - b. To recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana
 - c. To support and accelerate Whakatōhea's vision for prosperity and wealth
 - d. To work together to realise benefits for the community.
17. Notwithstanding clause 14, Manatū Hauora Te Whatu Ora, and Te Aka Whai Ora acknowledge the Whakatōhea Transformation Framework as guiding the mahi of the PSGE and will work with Whakatōhea to support their health aspirations in relation to the following four pillars:
- a. Mihi Marino Reconciliation with Whakatōhea, the Crown, and society
 - b. Kōpura Regenerating Culture
 - c. Te Puta Tieke Intergenerational Development
 - d. Te Umutaunoa a Tairongo Practising Hospitality.
18. The Whakatōhea Transformation Framework is attached as Appendix One.

Goals of Whakatōhea

19. Whakatōhea goals are to:
- a. support whānau to reach their full potential
 - b. progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe
 - c. utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community
 - d. focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe
 - e. work with agencies that will create safer whānau, safer communities
 - f. be innovative in its approach to finding solutions that create strong whānau, and strong communities.
 - g. development of best practice, tools and resources to achieve health equity
 - h. a monitoring plan and process that details the things that will be monitored and how.

Communications and Engagement

20. The Parties will ensure timely and effective communications with each other on an ongoing basis. Primary contacts for the Parties for the mana ki te mana relationship will designate senior officials from Manatū Hauora, Te Whatu Ora, and Te Aka Whai Ora and

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

PSGE, to act as the liaison for the ‘mahi ki te mahi’ relationship. The Parties acknowledge that while the preferred method of meeting is kanohi ki te kanohi, other ways of communicating (eg: email, phone, zoom, teleconferencing) may be used.

21. Manatū Hauora Te Whatu Ora, and Te Aka Whai Ora will ensure:
 - a. Whanaungatanga underpins all communications and engagement
 - b. they provide Whakatōhea with the best information available to make decisions
 - c. they engage with Whakatōhea in good faith to progress the work programme.
22. Manatū Hauora Te Whatu Ora, and Te Aka Whai Ora acknowledge the Collaborative Agency Framework round table of Crown agencies, Whakatōhea (PSGE) and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea. The parties are supportive of the Collaborative Agency approach to improve outcomes for whānau and vulnerable people living in the rohe, in line with the Framework and as set out in this Agreement.

Relationship meetings

23. The parties agree that the Chair of the PSGE, [the Deputy Director-General Māori Health, the Chair(or their delegate) of Te Whatu Ora and the Chair (or their delegate) of Te Aka Whai Ora] will participate in an annual mana ki te mana relationship meeting.
24. At this meeting, the parties will consider whether additional mahi ki te mahi meetings involving senior managers of Manatū Hauora, Te Whatu Ora, and Te Aka Whai Ora and the PSGE (as designated by the parties respective primary contacts) are required on particular issues. This could include matters arising from an agreed work programme, or other priorities as they arise.
25. Whakatōhea may choose to continue to maintain membership of Te Moana a Toi Iwi Māori Partnership Board as the legally acknowledged (Pae Ora Act 2022) mechanism for the Mana ki te Mana relationship with Te Whatu Ora and Te Aka Whai Ora.
26. Should Whakatōhea wish to engage directly with the Minister and/or the Associate Minister of Health, Manatū Hauora will follow up any requests in a prompt manner to the Ministers’ offices, and the parties will work together to provide supporting documentation to ensure the Ministers have sufficient information on purpose and context of the requested meeting.
27. The parties will meet with the Whakatōhea PSGE within 12 months of the release of the Waitangi Tribunals Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any specific health issues raised in the report.

Information Sharing

28. Manatū Hauora, Te Whatu Ora, Te Aka Whai Ora and the PSGE recognise the mutual benefit of mutual information exchange.
29. Manatū Hauora, Te Whatu Ora, Te Aka Whai Ora and the PSGE will endeavour to share information in relation to, but not limited to, entities that are funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to any applicable law, including the Privacy Act 1993.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

Primary Contacts

30. The primary contact persons as named below will designate senior officials from their respective entities to conduct the mahi ki te mahi relationship and maintain communication between the parties.
31. The primary contact persons for each of the parties are:
 - a. Te Tāwharau o Te Whakatōhea: Chair, or his/her delegate.
 - b. Ministry of Health: John Whaanga, Deputy Director-General Māori Health or his delegate.
 - c. Te Whatu Ora – Health New Zealand: Chair, or their delegate.
 - d. Te Aka Whai Ora – Māori Health Authority: Chair, or their delegate.

Joint Work Programme

32. As a result of the annual mana ki te mana relationship meeting and as part of other mahi ki te mahi relationship meetings the parties shall develop a joint work programme.
33. The work programme may include, amongst other things:
 - a. health needs assessment for Whakatōhea;
 - b. health strategy development or alignment;
 - c. initiatives in Te Toi Ahorangi 2030: Te Rautaki o Toi Ora 2030 strategy of Te Moana a Toi Iwi Māori Partnership Board;
 - d. initiatives in Whakamaua: The Māori Health Action Plan 2020-2025;
 - e. development and delivery of services, models of care and supports and sourcing investment for these;
 - f. Māori data sovereignty and governance;
 - g. monitoring and evaluation activities including agreeing measures; and
 - h. influencing health system reforms in the Whakatōhea rohe.
34. Whakatōhea is part of the sub-locality prototype for Eastern Bay of Plenty in partnership with Te Whatu Ora and Te Aka Whai Ora.

Problem Resolution

35. If a problem arises in relation to this relationship agreement that cannot be resolved between the mahi ki te mahi designated officials group it shall be escalated to Chair of the PSGE, the Deputy Director-General Māori Health, and the Chair or their delegate] of Te Whatu Ora and the Chair or their delegate] of Te Aka Whai Ora] for resolution.

Review

36. This Agreement will be reviewed by the parties from time to time as agreed by the parties. An initial review will take place 3 years after the agreement is signed.
37. This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Agreement remain relevant and continue to capture the purpose of the Agreement.

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

Health Policy and Legislation Affecting this Relationship Agreement

32. Manatū Hauora, Te Whatu Ora, and Te Aka Whai Ora will follow principles of consultation and engagement with Whakatōhea as set out in this Agreement, as required by the Pae Ora (Healthy Futures) Act 2022, as outlined in Te Arawhiti's public sector guidance for Engagement with Māori and in keeping with the good faith nature of this Relationship. This includes:
- a. timely notification and provision of relevant information to the PSGE;
 - b. allowing sufficient time for the PSGE to participate in the process and make submissions to guide and support decision-making that may affect Whakatōhea;
 - c. engaging in the consultation with an open mind and giving genuine consideration to PSGE submissions; and
 - d. reporting back the outcomes of the process to the PSGE in a timely and appropriate manner.

Amendment

34. The parties may agree in writing to vary the provisions of this relationship agreement.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

SIGNED for and on behalf of Te Tāwharau o
Te Whakatōhea in the presence of:

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of Manatū Hauora
– Ministry of Health by **Dr Diana Sarfati**,
Director-General of Health and Chief
Executive of Manatū Hauora, in the presence
of:

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of Te Whatu Ora –
Health New Zealand in the presence of:

WITNESS

Name:

Occupation:

Address:

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY**

SIGNED for and on behalf of Te Aka Whai
Ora – Māori Health Authority in the presence
of:

WITNESS

Name:

Occupation:

Address:

4.5: RELATIONSHIP AGREEMENT WITH MANATŪ HAUORA – MINISTRY OF HEALTH, TE WHATU
ORA – HEALTH NEW ZEALAND, TE AKA WHAI ORA – MĀORI HEALTH AUTHORITY

Appendix One: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



4.6 JUSTICE SECTOR RELATIONSHIP AGREEMENT

4.6: JUSTICE SECTOR RELATONSHIP AGREEMENT

RELATIONSHIP AGREEMENT

BETWEEN

WHAKATŌHEA (PSGE)

AND

THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, DEPARTMENT OF CORRECTIONS
– ARA POUTAMA AOTEAROA

1 PURPOSE

1.1 This relationship agreement (the "**Agreement**") formalises the relationship between the Ministry of Justice, New Zealand Police, Department of Corrections – Ara Poutama Aotearoa (referred to as "**Combined Justice Sector Agencies**") and [PSGE name], the Whakatōhea Post Settlement Governance Entity ("**PSGE**") (referred to collectively as the "**Parties**"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that:

- 1.1.1 an ongoing dialogue is maintained through which the parties are kept aware of each other's interests;
- 1.1.2 opportunities for collaboration are explored when they arise, including partnership projects and strategic partnerships to enhance the wellbeing of Whakatōhea and positively influence change within the criminal justice system; and
- 1.1.3 pre-existing activities by individual justice sector agencies and Whakatōhea will continue to progress alongside this agreement and will not be affected by this agreement unless the parties agree for those activities.

2 BACKGROUND

- 2.1 Under the Deed of Settlement, dated [] between the [PSGE] and the Crown, the parties have agreed to formalise a relationship between the Combined Justice Sector Agencies and the [Whakatōhea PSGE].
- 2.2 The parties have entered into this Agreement to give effect to Te Tiriti o Waitangi.
- 2.3 The parties acknowledge that these common commitments are intended to support and promote a vision of trust in each other to deliver on what has been agreed and to share a principled approach to an enduring relationship.
- 2.4 The parties wish to record in this Agreement their common commitment relating to improved outcomes for Whakatōhea members and the wider community.

4.6: JUSTICE SECTOR RELATIONSHIP AGREEMENT

3 WHAKATŌHEA ASPIRATION FOR RELATIONSHIP WITH COMBINED JUSTICE SECTOR AGENCIES

3.1 It is intended that this agreement realises Whakatōhea's guiding principles for its relationship with the Crown, namely:

3.1.1 to uphold the Treaty of Waitangi;

3.1.2 to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;

3.1.3 to support and accelerate Whakatōhea's vision for prosperity and wealth; and

3.1.4 to work together to realise benefits for the community.

3.2 This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:

3.2.1 Mihi Marino - reconciliation with Whakatōhea, the Crown, and society;

3.2.2 Kōpura - regenerating Culture;

3.2.3 Te Puta Tieke - intergenerational Development; and

3.2.4 Te Umutaunoa a Tairongo - practising Hospitality.

3.3 Any work programmes that arise from these pillars and from this Agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:

3.3.1 Leadership - providing for inspirational leadership;

3.3.2 Capacity - fostering competent and successful citizens;

3.3.3 Capability - building skills and proficiency;

3.3.4 Whānau - supporting whānau potential;

3.3.5 Community Engagement - valuing communication and shared relationships; and

3.3.6 Collective Decision-making - recognising each other's strengths.

4.6: JUSTICE SECTOR RELATIONSHIP AGREEMENT

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



4 WHAKATŌHEA GOALS

- 4.1 Whakatōhea has a goal to support whānau to reach their full potential.
- 4.2 Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
- 4.3 Whakatōhea wish to utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community.
- 4.4 Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.
- 4.5 Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
- 4.6 Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities.

4.6: JUSTICE SECTOR RELATIONSHIP AGREEMENT

5 THE COMBINED ROLE AND ASPIRATION OF JUSTICE SECTOR AGENCIES

- 5.1 Combined Justice Sector Agencies are committed to improving system performance and strengthening Māori-Crown relationships.
- 5.2 This Agreement provides the Combined Justice Sector Agencies with an avenue towards meeting their commitments while also supporting Whakatōhea to specifically progress the hauoratanga, or social well-being, of Whakatōhea whānau and to make communities within the Ōpotiki rohe safer and stronger.
- 5.3 This Agreement will not be predetermined or limited by geographical or administrative boundaries. It will be guided by the extension of the Whakatōhea whakapapa and the needs of their whānau and rohe. This may include, where permissions have been obtained, the sharing of learnings from similar activities with Whakatōhea.

6 RELATIONSHIP PRINCIPLES

- 6.1 The Parties agree to progress and sustain a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles. The Parties will:
- 6.1.1 ***kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki*** - recognising each other's capability, authority and role in this relationship, and their individual source of mana or authority;
- 6.1.2 ***kia whakamana te kōrero a ia rōpū*** - afforded equal influence in discussions;
- 6.1.3 ***kia ū ki Te Tiriti o Waitangi*** - give effect to the Te Tiriti o Waitangi;
- 6.1.4 ***kia ngākaupono tētahi ki tētahi*** - acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;
- 6.1.5 ***kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi*** - ensuring early engagement on issues of known mutual interest;
- 6.1.6 ***kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga*** – work toward giving effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;
- 6.1.7 ***kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi*** - acknowledging that the relationship is evolving, not prescribed; and
- 6.1.8 ***ā, kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū*** - Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together.
- 6.2 This Agreement is intended to further enhance the existing relationships between the Combined Justice Sector Agencies and Whakatōhea.
- 6.3 Where both Parties mutually agree, other iwi, hapū and Crown agencies or representative groups may be invited to support the objectives of this relationship.

4.6: JUSTICE SECTOR RELATIONSHIP AGREEMENT

7 ENGAGEMENT AND COMMUNICATION

- 7.1 The Parties will maintain effective and efficient communication with each other on a continuing basis through:
- 7.1.1 'kanohi ki te kanohi' meetings will be the preferred method of engagement;
 - 7.1.2 where other arrangements are not in place, all official communication, including requests to initiate meetings or new work programmes, should be directed to the primary contact/s as specified in clause 10;
 - 7.1.3 where possible, engagement between the parties will be arranged so that the representatives of each party will engage with people at a similar level, e.g. mana to mana or kaimahi to kaimahi; and
 - 7.1.4 each of the Combined Justice Sector Agencies informing relevant staff at the national and regional level of the contents of this relationship agreement and their responsibilities and roles under it.
- 7.2 The Combined Justice Sector Agencies will meet with the [Whakatōhea PSGE] within 12 months of the release of the Waitangi Tribunals Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any specific health issues raised in the report.
- 7.3 Annual relationship meetings will only take place upon written request sent by [Whakatōhea PSGE] or the Combined Justice Sector Agencies. In regards to the Annual relationship meetings, all Parties will agree to:
- 7.3.1 the venue and meeting date;
 - 7.3.2 the level of representation required to progress the agenda;
 - 7.3.3 the development of the meeting agenda; and
 - 7.3.4 meet their own costs and expenses of its representatives attending.
- 7.4 The purpose of the annual relationship meeting is to:
- 7.4.1 mandate, discuss or decide on such matters of interest to both Parties;
 - 7.4.2 report back on monitoring, evaluation and implementation of initiatives or programmes or agreed joint work; and
 - 7.4.3 address any concerns the Parties have about the relationship.
- 7.5 The Parties may agree not to hold the annual relationship meeting in any year.
- 7.6 Where mutually beneficial, the [Whakatōhea (PSGE)] will invite the Combined Justice Sector Agencies to participate in the Collaborative Agency Framework, made up of a round table of Crown agencies, the [Whakatōhea (PSGE)] and other local interest groups and organisations including other iwi entities who work collaboratively on matters of common interest within the rohe of Whakatōhea.
- 7.7 The Parties will commit to maintaining additional meetings at the relevant level in order to progress the relationship and any agreed joint work to advance the purpose as outlined in clause 1.

4.6: JUSTICE SECTOR RELATIONSHIP AGREEMENT

8 WORK PLAN

- 8.1 The Parties acknowledge each other's strategies and priorities. This includes all sector and agency level strategies related to the Combined Justice Sector Agencies.
- 8.2 The Parties agree they will work together to support each others strategies and priorities through a jointly developed work plan (the "**Plan**").
- 8.3 At the request of Whakatōhea, representatives of the Parties will meet and co-develop the Plan.
- 8.4 The development phase of the Plan and the Plan itself may consider:
- 8.4.1 identifying shared goals and priorities;
 - 8.4.2 developing shared policies that benefit the community;
 - 8.4.3 providing advice and guidance of the judicial court systems and processes;
 - 8.4.4 sharing information which is of mutual benefit;
 - 8.4.5 establishing shared practical solutions that create alternative intervention systems;
 - 8.4.6 building on the current resource base to maximise opportunities;
 - 8.4.7 establishing shared prevention & intervention programs within the local community; and
 - 8.4.8 creating opportunities for increased learning and capacity building.
- 8.5 The Plan may be modified from time to time as agreed between the Parties.

9 INFORMATION SHARING

- 9.1 The Parties recognise the mutual benefit of information exchange.
- 9.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to clause 13.

10 CONTACTS

- 10.1 The contact person for the Ministry of Justice for all matters relating to this Relationship Agreement is [TBC Incoming DCE Māori].
- 10.2 The contact person for the New Zealand Police for all matters relating to this Relationship Agreement is [TBC DC Māori, Pacific & Ethnic Services].
- 10.3 The contact person for the Department of Corrections – Ara Poutama Aotearoa for all matters relating to this Relationship Agreement is [TBC DCE Māori].
- 10.4 The contact person for all matters relating to this Relationship Agreement is the [Chief Executive of PSGE].

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.6: JUSTICE SECTOR RELATIONSHIP AGREEMENT

- 10.5 The contact persons named in clauses 10.1, 10.2, 10.3 and 10.4 may change over time as the Combined Justice Sector Agencies, [Whakatōhea PSGE] and their relationships evolve.

11 LIMITATIONS

- 11.1 Nothing in this Relationship Agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Whakatōhea.
- 11.2 The Combined Justice Sector Agencies under this Relationship Agreement will make best endeavours to give effect to this Agreement, while recognising the agencies have finite capability and resources.
- 11.3 The commitments of Whakatōhea under this Relationship Agreement are limited to the extent that they are within its capability, resources and priorities.
- 11.4 In accordance with the relationship principles listed at 6, the limitations expressed above at 11.2 and 11.3 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

12 SPECIAL CONDITIONS

- 12.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

13 OFFICIAL INFORMATION

- 13.1 The Combined Justice Sector Agencies is subject to the requirements of the Official Information Act 1982 ("OIA").
- 13.2 The Combined Justice Sector Agencies and the Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 13.3 The Combined Justice Sector Agencies will notify Whakatōhea and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, the feedback or views of Whakatōhea must be provided to the Combined Justice Sector Agencies in a timely fashion, so that the Combined Justice Sector Agencies can appropriately take into account the feedback views of Whakatōhea within the statutory timeframes for responding to the relevant request for information.

14 PROBLEM RESOLUTION

- 14.1 Any issues or concerns arising out of this Agreement shall be resolved through tikanga based kanohi ki te kanohi discussion with one of the identified contacts (clause 10) in the first instance. If issues escalate, the parties commit to a process that respects the Principles of this Agreement.

15 REVIEW

- 15.1 The Parties may agree to review the terms of this Relationship Agreement from time to time.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.6: JUSTICE SECTOR RELATIONSHIP AGREEMENT

16 AMENDMENT

16.1 Any variation to this Relationship Agreement will be made in writing and signed by the representatives of each of The Parties.

16.2 The Parties may agree in writing to vary the terms of this Relationship Agreement.

SIGNED for and on behalf of the)
MINISTRY OF JUSTICE)
in the presence of:)

Signature of Witness

Name

Witness Name

Occupation

Address

SIGNED for and on behalf of the)
NEW ZEALAND POLICE)
in the presence of:)

Signature of Witness

Name

Witness Name

Occupation

Address

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.6: JUSTICE SECTOR RELATIONSHIP AGREEMENT

SIGNED for and on behalf of the)
DEPARTMENT OF CORRECTIONS - ARA)
POUTAMA AOTEAROA)
in the presence of:

Signature of Witness

Name

Witness Name

Occupation

Address

SIGNED by for and on behalf of the)
trustees of [XXXXXXX])
by the chair, in the presence of:)

Signature of Witness

Name

Witness Name

Occupation

Address

4.7 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

**Relationship Agreement between the
Ministry of Social Development and Whakatōhea (PSGE)**

"Mā te tokomaha, ka kā te ahi"

Together we will keep the fires burning

Date:

The Parties

The parties to this Relationship Agreement (**Agreement**) are:

- [], the Whakatōhea Post Settlement Governance Entity (**Governance Entity**)
- Ministry of Social Development (the **Ministry**)

The Crown parties to this Agreement will be referred to as the "The Ministry". The Whakatōhea Post Settlement Governance Entity will be known as the "Governance Entity".

Introducton

1. Under the Deed of Settlement, dated [] between the Governance Entity and the Crown, the parties have agreed to formalise a relationship between the Ministry of Social Development and the Governance Entity.
2. The parties have entered into this Agreement to operationalise the principles of Te Tiriti o Waitangi/Treaty of Waitangi.
3. The parties acknowledge that these common commitments are intended to support and promote a vision of trust in each other to deliver on what has been agreed and to share a principled approach to an enduring relationship.
4. The parties wish to record in this Agreement their common commitment relating to improved outcomes for Whakatōhea members and the wider community.

Purpose

5. The purpose of this Agreement is to affirm the commitment of the Crown and the Governance Entity to enter into a new era of collaboration.
6. This Agreement formalises the relationship and establishes frameworks that will enable the parties to develop and maintain positive and enduring working relationships by ensuring that:
 - (a) an ongoing dialogue is maintained through which the parties are kept aware and informed of each other's interests;
 - (b) opportunities for collaboration are explored when they arise;

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

- (c) agreed work plans are established that are mutually beneficial to each other's organisational goals;
 - (d) we focus on improving outcomes for Whakatōhea members.
7. The parties are seeking an enduring relationship, which facilitates development and revitalisation of Crown Māori Relationships.

Principles

8. The Agreement between the Ministry of Social Development and the Governance Entity will operate under the following principles:
- (a) Kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - (b) Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - (c) Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi; Ensuring early engagement on issues of recognised mutual interest;
 - (d) Kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga: Take account of the principles of Maori Data Sovereignty¹ and Whakatōhea's rights and interest in matauranga Māori and data;
 - (e) Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi: Acknowledging that the relationship is flexible and evolving;
 - (f) Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
 - (g) Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngātahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and;
 - (h) Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions.
9. This Agreement is intended to further enhance the existing relationships between the Ministry and the Governance Entity.
10. The commitments of the Ministry under this Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Ministry and the government of the day.

¹ Established by Te Mana Raraunga in October 2018.

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

11. The commitments of the Governance Entity under this Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.
12. In accordance with the principles listed at clause 8, the limitations above at 10 and 11 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

Whakatōhea Aspirations for the Relationship with the Ministry

13. It is intended that this agreement realises Whakatōhea's guiding principles for its relationship with the Crown, namely:
 - (a) to uphold the spirit of the Treaty of Waitangi;
 - (b) to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - (c) to support and accelerate Whakatōhea's vision for prosperity and wealth; and
 - (d) to work together to realise benefits for the community.
14. This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - (a) Mihi Marino - Reconciliation with Whakatōhea, the Crown, and society;
 - (b) Kōpura - Regenerating Culture;
 - (c) Te Puta Tieke - Intergenerational Development; and
 - (d) Te Umutaunoa a Tairongo - Practising Hospitality.
15. The work programmes that arise from these pillars and from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:
 - (a) Leadership - Providing for inspirational leadership
 - (b) Capacity - Fostering competent and successful citizens
 - (c) Capability - Building skills and proficiency
 - (d) Whānau - Supporting whānau potential
 - (e) Community Engagement - Valuing communication and shared relationships
 - (f) Collective Decision-making - Recognising each other's strengths.

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



Whakatōhea Goals

16. Whakatōhea has a goal to support whānau to reach their full potential.
17. Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
18. Whakatōhea wish to utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community.
19. Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.
20. Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
21. Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

Work Plan

22. As a result of the biannual relationship meeting held in accordance with clause 35 and as part of other relationship meetings held in accordance with clause 31, the parties shall develop a work plan.
23. The Ministry, represented by its Regional Commissioner and support, will meet with Whakatōhea biannual and go over the Ministry's Service Delivery work programme and any new policies or processes that may be of interest to Whakatōhea
24. Whakatōhea will meet with Ministry staff, both in their region and at National Office to explore how data and information can be shared and analysed effectively and explore the co-design initiatives for shared outcome priorities.
25. The work plan may include projects and topics such as the following:
 - (a) developing shared policies that benefit the community
 - (b) sharing information which is of mutual benefit
 - (c) establishing shared practical solutions that create alternative intervention systems
 - (d) building on the current resource base to maximise opportunities
 - (e) establishing shared prevention & intervention programs within the local community
 - (f) creating opportunities for increased learning and capacity building

The role of the Ministry

26. Manaaki tangata, manaaki whānau: the mission of the Ministry is to help New Zealanders to be safe, strong and independent.
27. The Ministry is seeking to achieve the following outcomes for New Zealanders:
 - (a) New Zealanders get the support they require;
 - (b) New Zealanders are resilient and live in inclusive and supportive communities;
 - (c) New Zealanders participate positively in society and reach their potential.
28. The Ministry helps New Zealanders by fulfilling a broad range of responsibilities and functions, including:
 - (a) Providing employment, income support and superannuation services;
 - (b) Allocating funding to community service providers;
 - (c) Providing student allowances and loans;
 - (d) Providing public housing assistance and services;
 - (e) Being the primary provider of social policy and advice to government;
 - (f) Monitoring three Crown entities and providing advice to the responsible Minister;

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

- (g) Ensuring the legislation we administer is effective and fit-for-purpose;
 - (h) Working with other agencies and the wider social sector to support Government priorities and improve the wellbeing of all New Zealanders.
29. The Ministry's relationship with Whakatōhea acknowledges the importance and benefit of working together to achieve its mission for the people of Whakatōhea and for all New Zealanders.
30. The Ministry's relationship with Whakatōhea is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through the Whakatōhea rohe (i.e. geographic area of interest).

Collaborative Agency Framework

31. The Collaborative Agency Framework is a round table of Crown agencies, the Governance Entity and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea.
32. The Ministry will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of the Ministry, and the Governance Entity to do so.
33. The Governance Entity is supportive of a Collaborative Agency approach inclusive of Crown agencies to improve outcomes for whānau and vulnerable people living in the rohe by:
- (a) Acknowledging the imperatives for a successful effective relationship as identified by Whakatōhea are embodied in Kaupapa Māori Frameworks and built on mutual trust, respect, reciprocity and whanāungatanga;
 - (b) Working together to co-design common outcome agreements;
 - (c) Building Whakatōhea capability and capacity to invigorate Whakatōhea wellbeing by actively working together to set 5 year work programmes;
 - (d) Sharing a collective approach to measuring outcomes of programmes;
 - (e) Enhancing Whakatōhea's ability to work collaboratively across multiple government agencies and Iwi, based on a common understanding and approach.

Communication

34. The Ministry will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held to advance clauses 5 - 7;
 - (b) information sharing in accordance with clause 40 - 45;
 - (c) maintaining information on the Governance Entity office holders, and their addresses and contact details;
 - (d) providing a primary contact at the Ministry for the Governance Entity who will act as liaison persons with other staff of the Ministry staff;

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

- (e) providing opportunities for the Governance Entity to meet with relevant staff of the Ministry to discuss and (if possible) resolve any issues that may arise; and
- (f) informing relevant staff of the Ministry of the contents of this relationship agreement and their responsibilities and roles under it.

Relationship meetings

- 35. The parties agree that a (senior representative) of the Governance Entity and the Ministry will participate in biannual relationship meetings;
- 36. The Ministry's representative will be the Regional Commissioner for Social Development. However, if they are unable to attend, they will send an appropriate senior member of their leadership team who is delegated to make decisions upon their behalf.
- 37. Before each relationship meeting held in accordance with clause 35, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda;
 - (a) Each party will meet the costs and expenses of its representatives attending relationship meetings;
 - (b) The first relationship meeting will take place within three months of a written request by the Governance Entity;
 - (a) Parties may, over certain periods of time, mutually agree not to hold relationship meetings; and
 - (c) Other meetings may be held from time to time between staff of the Ministry and the Governance Entity as mutually agreed. Such matters may include:
 - (i) Co-authoring investment plans
 - (ii) Co-design of operational and monitoring processes;
 - (iii) Monitoring systems and infrastructure
 - (iv) Whānau Ora; and
 - (v) Iwi engagement plans
- 38. The Ministry will meet with the Governance Entity within 12 months of the Waitangi Tribunal releasing the report on the WAI 1750 District Inquiry in the Eastern Bay of Plenty. The purpose of this meeting will be to discuss any contemporary issues that are raised in the WAI 1750 report that relate to the Ministry's portfolio.
- 39. Should the Governance Entity wish to engage with the Minister, the Ministry will forward this request in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on the purpose and context of the proposed meeting.

Information Sharing

- 40. The Ministry and the Governance Entity recognise the mutual benefit of mutual information exchange.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

41. Subject to applicable privacy laws and other legal restrictions, the Ministry and the Governance Entity will use their best endeavours to share information in relation to, but not limited to:
- (a) information related to services funded by the Ministry within the Whakatōhea area of interest, and
 - (b) data about people who are clients of the Ministry who either identify as Whakatōhea or who reside in the Whakatōhea area of interest.
42. Any information that is shared is subject to clause 50.
43. The Ministry is committed to sharing meaningful and relevant details of its on-going Work Plan for the purpose of informing the Governance Entity of the Ministry's current activities and for seeking out further opportunities to partner for shared outcomes.
44. The Ministry is committed to providing up-to-date information about changes to our Work Plan in a transparent and timely manner.
45. The Ministry is committed to providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this relationship agreement. Types of information that the Ministry may share with Whakatōhea include the following:
- (a) Information related to services funded by the Ministry within the Whakatōhea area of interest
 - (b) Data about people who are clients of the Ministry who either identify as Whakatōhea or who reside in the Whakatōhea area of interest
 - (c) Employment and labour market intelligence (including any potential opportunities for joint initiatives)
 - (d) Data on key outcomes in the rohe of Whakatōhea.

Contacts

46. The contact persons for each of the Ministry for all matters relating to this relationship agreement is
- (a) Mike Bryant, Regional Commissioner, Bay of Plenty Region
 - (b) Manaia King, General Manager, Māori Partnerships and Programmes
47. The contact persons for the Governance Entity for all matters relating to this Agreement shall be (add title).
48. The contact persons named in clauses 46 and 47 may change from time to time and the Ministry and the Governance Entity agree to update each other as and when this occurs.

Special Conditions

49. The provisions in this relationship agreement are to be read subject to any Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

Official Information

50. The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").
51. The Ministry and their Ministers may be required in accordance with the OIA to disclose information that they hold relating to this Relationship Agreement (e.g. relationship meeting minutes).
52. The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

Problem Resolution

53. If a problem arises in relation to this relationship agreement that cannot be resolved by the contact persons at clause 46 and 47 it shall be escalated to their respective managers to resolve. If the manager concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.
54. Any party that makes a request for a meeting will give one month's notice to the other party.
55. Where the problem has not been resolved within a reasonable period of time through a meeting under paragraph 54, then either party may require the dispute to be referred to mediation as follows:
 - (a) The party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
 - (b) The parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in paragraph 55 (a) a mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
 - (i) familiar with tikanga based dispute resolution; and
 - (ii) independent of the dispute.
 - (iii) The mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.
56. Where a mediator is appointed through the process described in paragraph 55, the costs of the mediation will be met jointly by the parties.

Review

57. This Agreement will be reviewed by the parties from time to time as agreed by the parties.
58. This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Agreement remain relevant and continue to capture the purpose of the Agreement.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

59. The parties will negotiate any amendments to provisions at a meeting of the parties referred to in paragraph 57 and may sign a new Agreement which will take effect upon signing.

Amendment

60. The parties may agree in writing to vary the provisions of this relationship agreement.

SIGNED for and on behalf of the
Ministry of Social Development
in the presence of:

)
)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of the
Governance Entity
in the presence of:

)
)
)

Signature of Witness

Witness Name

Occupation

Address

**4.8 RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY
FOR CHILDREN**

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN



Relationship Agreement between
Oranga Tamariki — Ministry for Children
and Whakatōhea Post Settlement Governance Entity

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

“Mā te tokomaha, ka kā te ahi”

Together we will keep the fires burning

Date:

The Parties

The parties to this Relationship Agreement (Agreement) are:

- [], the Whakatōhea Post Settlement Governance Entity (**Governance Entity**)
- Oranga Tamariki — Ministry for Children (**Oranga Tamariki**)

The Crown parties to this Agreement will be referred to as the "Oranga Tamariki". The Whakatōhea Post Settlement Governance Entity will be known as [].

Introduction

1. Under the Deed of Settlement, dated [] between the Governance Entity and the Crown, the parties have agreed to formalise a relationship between Oranga Tamariki – Ministry for Children and the Governance Entity.
2. The parties have entered into this Agreement to operationalise the principles of Te Tiriti o Waitangi/Treaty of Waitangi.
3. The parties acknowledge that these common commitments are intended to support and promote a vision of trust in each other to deliver on what has been agreed and to share a principled approach to an enduring relationship.
4. The parties wish to record in this Agreement their common commitment relating to improved outcomes for Whakatōhea members and the wider community.

Purpose

5. The purpose of this Agreement is to affirm the commitment of the Crown and the Governance Entity to enter into a new era of collaboration.
6. This Agreement formalises the relationship and establishes frameworks that will enable the parties to develop and maintain positive and enduring working relationships by ensuring that:
 - a. an ongoing dialogue is maintained through which the parties are kept aware and informed of each other's interests;
 - b. opportunities for collaboration are explored when they arise.

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- c. agreed work plans are established that are mutually beneficial to each other's organisational goals.
7. The parties are seeking an enduring relationship, which facilitates development and revitalisation of Māori-Crown Relationships.

Principles

8. The Agreement between Oranga Tamariki and the Governance Entity will operate under the following principles:
- a) **Kia mau ki te wairua o Te Tiriti o Waitangi:** Uphold the spirit of the Treaty of Waitangi;
 - b) **Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū:** Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - c) **Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi;** Ensuring early engagement on issues of recognised mutual interest;
 - d) **Kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga:** Give effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data
 - e) **Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:** Acknowledging that the relationship is flexible and evolving
 - f) **Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki:** Respecting the independence of the parties and their individual mandates, roles and responsibilities
 - g) **Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa:** Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and,
 - h) **Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:** Ensuring accountability for agreed decisions and actions
9. This Agreement is intended to further enhance the existing relationships between Oranga Tamariki and the Governance Entity.
10. The commitments of Oranga Tamariki under this Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of Oranga Tamariki and the government of the day.
11. The commitments of the Governance Entity under this Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

12. In accordance with the principles listed at clause 8, the limitations above at 10 and 11 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

Whakatōhea Aspirations for the Relationship with Oranga Tamariki

13. It is intended that this agreement realises Whakatōhea's guiding principles for its relationship with the Crown, namely:
- a. to uphold the spirit of the Treaty of Waitangi;
 - b. to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - c. to support and accelerate Whakatōhea's vision for prosperity and wealth; and
 - d. to work together to realise benefits for the community.
14. This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
- a. Mihi Marino - Reconciliation with Whakatōhea, the Crown, and society;
 - b. Kōpura - Regenerating Culture;
 - c. Te Puta Tieke - Intergenerational Development; and
 - d. Te Umutaunoa a Tairongo - Practising Hospitality.
15. The work programmes that arise from these pillars and from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:
- a. Leadership – Providing for inspirational leadership;
 - b. Capacity – Fostering competent and successful citizens
 - c. Capability – Building skills and proficiency
 - d. Whānau – Supporting whānau potential
 - e. Community Engagement – Valuing communication and shared relationships
 - f. Collective Decision-making – Recognising each other's strengths

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



Whakatōhea Goals

16. Whakatōhea has a goal to support whānau to reach their full potential.
17. Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
18. Whakatōhea wish to utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community.
19. Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.
20. Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
21. Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities.

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

Work Plan

22. As a result of the quarterly relationship meeting held in accordance with clause 31 and as part of other relationship meetings held in accordance with clause 33, the parties shall develop a work plan.
23. The work plan may include projects and topics such as the following;
 - a. developing shared policies that benefit the community,
 - b. sharing information which is of mutual benefit,
 - c. establishing shared practical solutions that create alternative intervention systems,
 - d. building on the current resource base to maximise opportunities,
 - e. establishing shared prevention & intervention programs within the local community,
 - f. creating opportunities for increased learning and capacity building.

The role of Oranga Tamariki

24. Oranga Tamariki is dedicated to supporting any child in New Zealand whose wellbeing is at significant risk of harm, now and into the future;
25. Oranga Tamariki also works with young people who may have offended, or are likely to offend;
26. Oranga Tamariki supports children, family and whānau to restore their mana, their sense of self, their important connections and relationship, their right to heal and recover, and reach their potential.

Collaborative Agency Framework

27. Where it is mutually beneficial to do so, the Governance Entity and Crown agencies will establish and maintain a Collaborative Agency Framework, a round table of Crown agencies, the Governance Entity and other agencies (including iwi and Māori agencies) who work collaboratively on matters of common interest within the rohe of Whakatōhea.
28. Oranga Tamariki will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of Oranga Tamariki, and the Governance Entity to do so.
29. The Governance Entity and Oranga Tamariki are supportive of a Collaborative Agency approach to improve outcomes for whānau and vulnerable people living in the rohe by:
 - a. Acknowledging the imperatives for a successful effective relationship as identified by Whakatōhea are embodied in Kaupapa Māori Frameworks and built on mutual trust, respect, reciprocity and whanaungatanga,
 - b. Working together to co-design common outcome agreements,
 - c. Building Whakatōhea capability and capacity to invigorate Whakatōhea wellbeing by actively working together to set 5 year work programmes,
 - d. Sharing a collective approach to measuring outcomes of programmes,

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- e. Enhancing Whakatōhea’s ability to work collaboratively across multiple government, iwi and Māori agencies, based on a common understanding and approach.

Communication

- 30. The parties will maintain effective and efficient communication on a continuing basis through:
 - a. relationship meetings held to advance clauses 6;
 - b. information sharing in accordance with clause 35;
 - c. ensuring the Parties hold up to date information on relevant office holders and staff, and their contact details;
 - d. providing a primary contact who will act as liaison persons with other staff;
 - e. facilitating opportunities for the Parties to meet with relevant staff to discuss and (if possible) resolve any issues that may arise; and
 - f. informing relevant staff of the contents of this relationship agreement and their responsibilities and roles under it.
- 31. The parties will also meet within 12 months of the release of the Waitangi Tribunal’s Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any relevant issues raised in the report.

Relationship meetings

- 32. The parties agree that a (senior representative) of the Governance Entity and the Oranga Tamariki regional manager for the Eastern Bay of Plenty will participate in quarterly relationship meetings;
- 33. Before each relationship meeting held in accordance with clause 31, representatives of the Governance Entity and Oranga Tamariki will agree administrative arrangements for the meeting including the agenda;
 - a. Each party will meet the costs and expenses of its representatives attending relationship meetings;
 - b. The first relationship meeting will take place within three months of a written request by the Governance Entity;
 - c. Parties may, over certain periods of time, mutually agree not to hold relationship meetings; and
 - d. Other meetings may be held from time to time between staff of Oranga Tamariki and the Governance Entity as mutually agreed. Such matters may include:
 - i. Matters relating to care and protection arrangements,
 - ii. Co-authoring investment plans,
 - iii. Co-design of operational and monitoring processes,

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- iv. Monitoring systems and infrastructure,
 - v. Whānau Ora / Te Tihi,
 - vi. Iwi engagement plans, and
 - vii. The Eastern Bay of Plenty Alliance.
34. In the first instance this agreement will be implemented through regular relationship meetings between senior representatives. Where necessary:
- a. The parties will facilitate a special meeting between the Chief Executives of the parties as necessary.
 - b. Oranga Tamariki will assist the Governance Entity with any request to the Minister of Children for a special meeting as necessary.

Information Sharing

35. Oranga Tamariki and the Governance Entity recognise the mutual benefit of mutual information exchange.
36. Oranga Tamariki and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities that are funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to clause 40.

Contacts

37. The contact persons for Oranga Tamariki for all matters relating to this relationship agreement is (add title)
38. The contact persons for the Governance Entity for all matters relating to this Agreement shall be (add title).
39. The contact persons named in clauses 36 and 37 may change from time to time and Oranga Tamariki and the Governance Entity agree to update each other as and when this occurs.

Special Conditions

40. The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020.

Official Information

41. Oranga Tamariki is subject to the requirements of the Official Information Act 1982 ("**OIA**").
42. Oranga Tamariki and their Ministers may be required in accordance with the OIA to disclose information that they hold relating to this Relationship Agreement (e.g. relationship meeting minutes).

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

43. Oranga Tamariki will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to Oranga Tamariki in a timely fashion, so that Oranga Tamariki is able to meet the statutory timeframes for responding to the relevant request for information.

Problem Resolution

44. If a problem arises in relation to this relationship agreement that cannot be resolved by the contact person at clause 36 it shall be escalated to their respective managers to resolve. If the manager concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.
45. Any party that makes a request for a meeting will give one month's notice to the other party.
46. Where the problem has not been resolved within a reasonable period of time through a meeting under clause 44, then either party may require the dispute to be referred to mediation as follows:
- a. The party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
 - b. The parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in clause 44 a mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
 - i. familiar with tikanga based dispute resolution; and
 - ii. independent of the dispute.
 - iii. The mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.
47. Where a mediator is appointed through the process described in clause 45, the costs of the mediation will be met jointly by the parties.

Review

48. This Agreement will be reviewed by the parties from time to time as agreed by the parties.
49. This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Agreement remain relevant and continue to capture the purpose of the Agreement.
50. The parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 31 and may sign a new Agreement which will take effect upon signing.

Amendment

51. The parties may agree in writing to vary the provisions of this relationship agreement.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.8: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

SIGNED for and on behalf of [Oranga
Tamariki] in the presence of:

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of the
Governance Entity in the presence of:

WITNESS

Name:

Occupation:

Address:

4.9 RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

4.9: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

STATISTICS NZ RELATIONSHIP AGREEMENT

Agreed by

Statistics NZ

And

the Whakatōhea PSGE through the Whakatōhea Deed of Settlement

4.9: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

1. PURPOSE

- 1.1. This **Agreement** formalises the relationship between Statistics NZ and the [Whakatōhea PSGE] (together referred to as "**the Parties**").
- 1.2. The purpose of this agreement is to:
- (a) realise the potential of *data* to make a sustainable positive difference to hapū and whānau of Whakatōhea;
 - (b) establish a set of *relationship principles* to guide the Parties to develop and maintain a positive and enduring working relationship;
 - (c) provide a *framework* for engagement and collaboration between the Parties to help them to achieve their respective aspirations for Whakatōhea.

2. WHAKATŌHEA TRANSFORMATION FRAMEWORK

- 2.1. Whakatōhea have entered into this Agreement with the intent that it will help them realise their aspirations for a relationship between Whakatōhea with the Crown, namely:
- (a) To uphold the Treaty of Waitangi;
 - (b) To recognise and support the mana tangata, mana whenua, and mana moana of Whakatōhea;
 - (c) To support and accelerate the vision of Whakatōhea for prosperity and wealth; and
 - (d) To work together to realise benefits for the community.
- 2.2. The relationship of Whakatōhea with the Crown will be guided by the Whakatōhea Transformation Framework, which has the following four pillars:
- (a) Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - (b) Kōpura Regenerating Culture;
 - (c) Te Puta Tieke Intergenerational Development;
 - (d) Te Umutaunoa a Tairongo Practising Hospitality;
- 2.3. The intent of Whakatōhea is that the work programmes that arise from this agreement will contribute to realising Whakatōhea's strategic objectives and support key components of the Whakatōhea Transformation Framework, namely:
- (a) Leadership – Providing for inspirational leadership;
 - (b) Capacity – Fostering competent and successful citizens;
 - (c) Capability – Building skills and proficiency;
 - (d) Whānau – Supporting whānau potential;
 - (e) Community Engagement – Valuing communication and shared relationships;

4.9: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

- (f) Collective Decision-making – Recognising each other's strengths.

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



3. THE ROLE OF STATISTICS NZ

- 3.1. Statistics NZ's vision is to unleash the power of data to change lives, and the organisation's purpose is to empower decisions by adding value to New Zealand's most important data.
- 3.2. Statistics NZ brings expertise in data leadership and governance, design, methodology, collection, build, analysis and insights, storage and dissemination of data and statistics.
- 3.3. Statistics NZ has important statutory roles, functions and duties, including its mandate as the leader and steward of New Zealand's official statistics system.
- 3.4. Statistics NZ is committed to working across the public sector data system to improve access to data and increase opportunities for iwi, hapū, whānau and representative Māori organisations² to engage and have input into decisions on future system and data design.

² The Mana Ōrite Relationship agreement between Statistics NZ and the Data Iwi Leaders Group of the National Iwi Chairs Forum.

4.9: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

3.5. Statistics NZ strategic objectives are:

- (a) Growing customer confidence through relevance and reliability
- (b) Expanding customer use of existing data through improved accessibility
- (c) Enabling sound decision-making through providing relevant, reliable, and accessible data that reflects Māori communities
- (d) Leading an effective government data system through partnerships and strong relationships

4. RELATIONSHIP PRINCIPLES

4.1. Whakatōhea and Statistics NZ acknowledge the following principles will guide the implementation of this Agreement:

- (a) **Kia mau ki Te Tiriti o Waitangi:** Uphold the Treaty of Waitangi.
- (b) **Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū:** Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together.
- (c) **Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi:** Ensuring early engagement on issues of recognised mutual interest.
- (d) **Kia whakamana i ngā mātāpono o te mana raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga:** Give effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data.
- (e) **Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:** Acknowledging that the relationship is flexible and evolving.
- (f) **Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki:** Respecting the independence of the parties and their individual mandates, roles and responsibilities.
- (g) **Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa:** Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement.
- (h) **Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:** Ensuring accountability for agreed decisions and actions.

5. DEVELOP A JOINT WORK PROGRAMME

5.1. Statistics NZ and Whakatōhea will work together to co-design a joint work programme.

5.2. In accordance with section 6 of this Agreement, Statistics NZ and Whakatōhea will meet annually to develop and/or review their joint work programme and update or adjust it as mutually agreed.

4.9: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

- 5.3. Through working together and leveraging their respective strengths, Whakatōhea and Statistics NZ aim to achieve a relationship that will enable Statistics NZ and Whakatōhea to explore data and data capability needs that are of value to both of them and other iwi/Māori in the short, medium and long-term future.
- 5.4. Key areas that the work programme may address include Statistics NZ and Whakatōhea working together in:
- (a) Meeting infrastructure needs
 - (b) Increasing capacity and capability
 - (c) ensuring Whakatōhea participation in data access and specific data sets
 - (d) supporting for Statistics NZ programmes including, but not limited to the 2023 Census
- 5.5. The work programme will be developed taking into account the capacity of both Statistics NZ and Whakatōhea at the time to ensure it is achievable for both parties.

6. COMMUNICATION

- 6.1. Parties will maintain effective and efficient communication with each other on a continuing basis through:
- (a) 'Kanohi ki te kanohi' engagement when possible
 - (b) Relationship meetings or conference calls to advance clause 5
 - (c) An Annual Relationship Meeting or similar where, amongst other things, the work programme for the previous year is reviewed and the work programme for the coming year is agreed. The parties may mutually agree not to hold an Annual Relationship Meeting
 - (d) Meetings or calls between Whakatōhea and Statistics NZ representatives to advance joint work programmes will empower 'mana ki te mana' relationships, with the parties' representatives being at an equal level within their respective organisations
 - (e) The first relationship meeting within three months of a written request by Whakatōhea
 - (f) Statistics NZ providing a primary contact for Whakatōhea who will act as a liaison person with other Statistics NZ staff
 - (g) Whakatōhea providing a primary contact for Statistics NZ who will act as a liaison person with other Whakatōhea PSGE staff
 - (h) Statistics NZ informing relevant staff of the contents of this relationship agreement and their responsibilities and roles under it
 - (i) Statistics NZ meeting with the Whakatōhea PSGE within 12 months of the release of the report on Waitangi Tribunal's District Inquiry into the Eastern Bay of Plenty

4.9: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

7. ENGAGEMENT

- 7.1. Statistics NZ will seek to engage with Whakatōhea in good faith where a policy or programme, within Statistics NZ's responsibilities, will directly impact on an area of interest for Whakatōhea or Statistics NZ's ability to collaborate as agreed with Whakatōhea.
- 7.2. When communicating with Whakatōhea, Statistics NZ will:
- (a) ensure that Whakatōhea is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the engagement
 - (b) provide Whakatōhea with sufficient information and time to make informed comments and/or submissions on any matters that are subject to the engagement
 - (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that Whakatōhea may have in relation to any of the matters that are subject to the engagement
 - (d) report back to Whakatōhea on any decision that is made

8. INFORMATION SHARING

- 8.1. The Parties recognise the mutual benefit of information exchange.
- 8.2. Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea.

9. CONTACTS

- 9.1. The contact person for Statistics NZ for all matters relating to this Relationship Agreement is the Pouwhakahaere Senior Manager, Te Tohu Rautaki Angitū, Data System Strategy and Capability, Statistics NZ, Tauranga Aotearoa.
- 9.2. The contact person for all matters relating to this Relationship Agreement is the [Whakatōhea appointed representative].
- 9.3. The contact persons named in clauses 9.1 and 9.2 may change over time.

10 SPECIAL CONDITIONS

- 10.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

11 OFFICIAL INFORMATION

- 11.1 Statistics NZ is subject to the requirements of the Official Information Act 1982 ("**OIA**").
- 11.2 Statistics NZ and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement.
- 11.3 Statistics NZ will notify Whakatōhea and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Whakatōhea wishes to make must be provided to Statistics NZ in a timely fashion, so that Statistics NZ

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.9: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

is able to meet the statutory timeframes for responding to the relevant request for information.

12 PROBLEM RESOLUTION

12.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact persons, it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives or equivalent of the parties for final resolution.

13 REVIEW AND AMENDMENT

13.1 The Parties may agree in writing to review, vary or terminate the provisions of this Relationship Agreement.

SIGNED by the
Chief Executive of Statistics NZ
in the presence of:

)
)
)
)

Name

Signature of Witness

Witness Name

Occupation

Address

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.9: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

SIGNED by for and on behalf of the _____)
Whakatōhea PSGE
by the chair
in the presence of:

Name

Signature of Witness

Witness Name

Occupation

Address

4.10 RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

RELATIONSHIP AGREEMENT BETWEEN THE TERTIARY EDUCATION COMMISSION AND WHAKATŌHEA

1 Background

- 1.1 The Whakatōhea settlement (the “**Settlement**”) is about the restoration of mana, including mana whenua, mana moana, and mana tangata. This will be achieved through reconciliation with the Crown, the regeneration of whanau capacity, and accelerating the Whakatōhea vision for prosperity and wellbeing.
- 1.2 As part of the Settlement, the Whakatōhea post-settlement governance entity (the “**Governance Entity**”) and the Tertiary Education Commission (“**TEC**”) will enter into a relationship agreement.

2 Purpose

- 2.1 This agreement (the “**Agreement**”) formalises the relationship between the Tertiary Education Commission (“**TEC**”) and the post-settlement governance entity for Te Whakatōhea (the “**Governance Entity**”) (jointly the “**Parties**”). It establishes a framework to enable the parties to maintain a positive and enduring working relationship.
- 2.2 Additional parties may be added to this Agreement. A schedule of additional (the “**Schedule**”) will list all additional parties to this Agreement. At the time of their addition, each additional party will sign a letter confirming their agreement to be added to the Agreement and add their name to the Schedule.

3 The role of the Tertiary Education Commission

- 3.1 The TEC is a Crown Entity established under the Education Act 1989. It leads the Crown's relationship with the tertiary education sector and provides career services from education to employment. The TEC's purpose is to help all New Zealanders prosper through tertiary education and career services.
- 3.2 TEC's goal is to make the tertiary education sector work for all participants, moving away from bespoke programmes and processes for different demographic groups to a set of sustainable, effective practices across the board. TEC acknowledges the need for long-term systemic change in order to achieve this goal.

4 Whakatōhea aspirations

- 4.1 Whakatōhea has a goal to support whānau to reach their full potential.
- 4.2 Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
- 4.3 Whakatōhea wishes to use existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community.
- 4.4 Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

- 4.5 Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
- 4.6 Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities

5 Whakatōhea aspirations for its relationship with the Tertiary Education Commission

- 5.1 Whakatōhea have entered into this Agreement with the intent that it will help them realise their guiding principles for Whakatōhea's relationship with the Crown, namely:
 - a) To uphold the spirit of the Treaty of Waitangi;
 - b) To recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - c) To support and accelerate Whakatōhea's vision for prosperity and wealth; and
 - d) To work together to realise benefits for the community.
- 5.2 Whakatōhea's relationship with the Crown will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - a) Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - b) Kōpura Regenerating Culture;
 - c) Te Puta Tieke Intergenerational Development; and
 - d) Te Umutaunoa a Tairongo Practising Hospitality.
- 5.3 Whakatōhea's intent is that the work programmes that arise from this Agreement will contribute to realising Whakatōhea's strategic objectives and support key components of the Whakatōhea Transformation Framework, namely
 - a) Leadership – Providing for inspirational leadership;
 - b) Capacity – Fostering competent and successful citizens
 - c) Capability – Building skills and proficiency
 - d) Whānau – Supporting whānau potential
 - e) Community Engagement – Valuing communication and shared relationships
 - f) Collective Decision-making – Recognising each other's strengths

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



6 Relationship Principles

6.1 The parties acknowledge the following principles that will guide the implementation of this agreement:

- a) ***Kia mau ki te wairua o Te Tiriti o Waitangi:*** Uphold the spirit of the Treaty of Waitangi;
- b) ***Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū:*** Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
- c) ***Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi:*** Ensuring early engagement on issues of recognised mutual interest;
- d) ***Kia whakamana i ngā mātāpono o te mana raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga:*** Give effect to the

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;

- e) ***Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:*** Acknowledging that the relationship is flexible and evolving;
- f) ***Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki:*** Respecting the independence of the parties and their individual mandates, roles and responsibilities;
- g) ***Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa:*** Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and
- h) ***Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:*** Ensuring accountability for agreed decisions and actions.

7 Work Plan

- 7.1 The TEC and Whakatohea will work together to develop a joint work plan (the “**Work Plan**”).
- 7.2 The Parties will meet annually to develop and/or review and update the Work Plan.
- 7.3 Without limitation, the Parties will explore the following through the Work Plan:
 - a) Understanding the Eastern Bay of Plenty's labour market needs;
 - b) Providing Whakatōhea input into an Eastern Bay of Plenty skills labour market plan;
 - c) Supporting Whakatōhea input into local Tertiary Education providers investment plans;
 - d) Supporting Whakatōhea participation into the Bay of Plenty Regional Skills Leadership Group;
 - e) Enabling Whakatōhea to achieve their data and data capability needs;
 - f) Supporting the establishment of a learning space in partnership with local Tertiary education providers;
 - g) Partnering to jointly drive TEC system redesign;
 - h) Supporting the establishment of relationship agreements between Whakatōhea and local Tertiary Education providers including the University of Waikato Te Whare Wananga o Waikato and Te Pūkenga – New Zealand Institute of Skills and Technology; and
 - i) Supporting development of online education resources for Whakatōhea tikanga and mātauranga.

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

- 7.4 Subject to resource availability, TEC remains willing to explore additional projects proposed by Whakatōhea.

8 COMMUNICATION

- 8.1 TEC will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis by:
- 8.2 convening relationship meetings in accordance with clause 9;
- 8.3 maintaining information on the Governance Entity's office holders, and their addresses and contact details;
- 8.4 providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
- 8.5 providing the Governance Entity with early notice of policy processes on issues of recognised mutual interest;
- 8.6 providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise;
- 8.7 informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it; and
- 8.8 facilitating meetings with the Minister of Education as required.

9 RELATIONSHIP MEETINGS

- 9.1 The parties agree that a [senior representative] of the Governance Entity and TEC will participate in an annual relationship meeting.
- 9.2 The first relationship meeting will take place within three months of a written request by the Governance Entity.
- 9.3 Other meetings may be held from time to time between Ministry staff and the Governance entity as mutually agreed to ensure the progress of the agreed work programme.
- 9.4 The Parties agree to meet within 12 months of the release of the Waitangi Tribunal's report on the District Inquiry into the North-Eastern Bay of Plenty, to discuss the findings and recommendations.
- 9.5 Before each relationship meeting, the Parties' representatives will agree on the meeting agenda and other administrative arrangements.
- 9.6 Meetings will take place at the Governance Entity's headquarters unless otherwise agreed. Each party will meet meeting costs incurred by its representatives.
- 9.7 In any given year the Parties may, by mutual agreement, decide not to hold the annual relationship meeting.

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

10 INFORMATION SHARING

- 10.1 The Parties recognise the mutual benefit of information exchange.
- 10.2 The Parties will, to the best of their ability, share information in relation to, but not limited to:
- a) entities being funded within the Whakatōhea area of interest; and
 - b) statistics and other data of relevance to Whakatōhea.
- 10.3 Any information shared is subject to the Official Information provisions set out in clause 15.

11 COLLABORATIVE AGENCY FRAMEWORK

- 11.1 The Collaborative Agency Framework is a round table of Crown agencies, the Governance Entity, and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea.
- 11.2 TEC will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of the TEC and the Governance Entity to do so.

12 CONTACTS

- 12.1 The contact person for the TEC for all matters relating to this relationship agreement are the Deputy Chief Executive and Manager, Business and Partnerships.
- 12.2 The contact person for the Governance Entity for all matters relating to this relationship agreement are the Deputy Chief Executive and Manager, Business and Partnerships.
- 12.3 The contact persons named in clauses 12.1 and 12.2 may change over time. The Parties will provide each other with updated contact details within one month of any change in contact person.

13 LIMITATIONS

- 13.1 This Agreement is intended to further enhance the existing relationships between the TEC and the Governance entity. Nothing in this agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.
- 13.2 TEC's commitments under this Agreement are limited to the extent they are within the capability, resources and mandated work programme and priorities of TEC and of the government of the day.
- 13.3 The Governance Entity's commitments under this Agreement are limited to the extent they are within the capability, resources and priorities of Whakatōhea.
- 13.4 The Parties are not precluded from exploring opportunities beyond the limitations expressed in clauses 13.1 – 13.3, in accordance with the relationship principles in clause 6 and without prejudice.

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

14 SPECIAL CONDITIONS

- 14.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

15 OFFICIAL INFORMATION

- 15.1 The TEC is subject to the requirements of the Official Information Act 1992 (“OIA”).
- 15.2 The TEC and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Agreement.
- 15.3 The TEC will notify the Governance Entity and seek its views before releasing any information relating to this Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

16 PROBLEM RESOLUTION

- 16.1 If a dispute arises in connection with the relationship agreement, every effort will be made in good faith to resolve matters at the primary contact level within a reasonable timeframe to endeavour to find a resolution to the matter.
- 16.2 If this process is not successful, the matter may be escalated to a meeting between a member of the TEC’s Executive Leadership Team and a nominated representative(s) of the Governance Entity who will meet within a reasonable timeframe.

13 REVIEW

- 13.1 The parties may agree to review the operation of this relationship agreement from time to time.

14 AMENDMENT

- 14.1 The parties may agree in writing to vary the provisions of this relationship agreement.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

SIGNED by the **Chief Executive of the
Tertiary Education Commission**)
in the presence of:)
)
)

Name

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the)
[Governance Entity])
by the chair)
in the presence of:)
)

Name

Signature of Witness

Witness Name

Occupation

Address

4.10: RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

APPENDIX ONE

Supporting the establishment of a learning space in partnership with local Tertiary education providers:

- a) TEC will look to share Qlik tools to contribute to the understanding of the labour market needs in Eastern Bay of Plenty.
- b) TEC will work with MBIE and other partners to provide Whakatōhea awareness of any meeting schedules for RSLG etc that support labour market plans.
- c) TEC will work with Te Puni Kōkiri and MBIE etc to help the iwi find resources and insights to support their labour plan.
- d) As with item 7.3 (b).
- e) As above and also TEC will share Ngā Kete information.
- f) TEC will convene and work with the Ministry of Education to support the iwi and connect them where appropriate.
- g) TEC will seek to use the iwi convening powers and contacts to work collectively and strategically.
- h) TEC (linking with MoE) will help facilitate meetings with the tertiary providers. However, our role will not be to take part in the actual discussions.
- i) TEC will help facilitate meetings with the tertiary providers to support development discussions of online education resources.

The Ministry of Education are actually the primary crown representatives but for this specific relationship agreement it is TEC's support being noted.

5. WHAKAAEATANGA TIAKI TAONGA

5. WHAKAAEATANGA TIAKI TAONGA

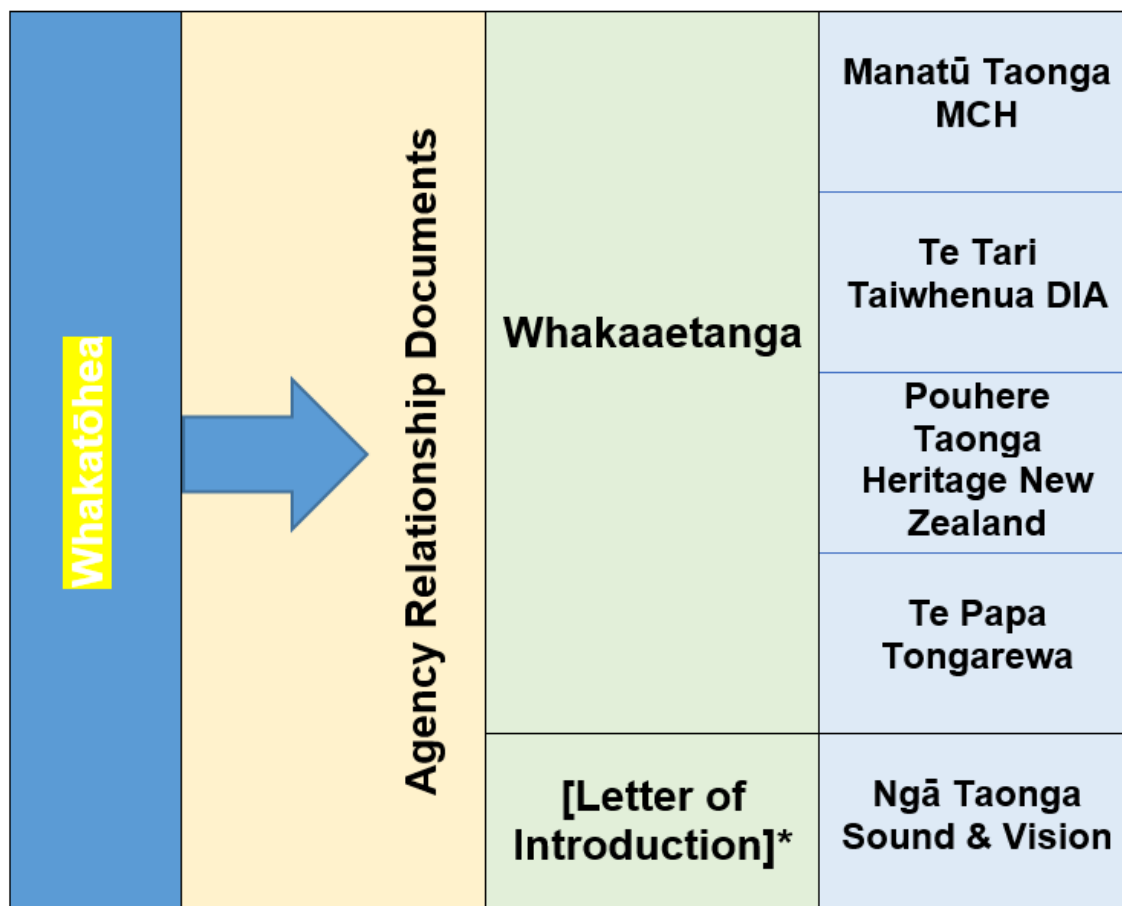
Whakaaetanga Tiaki Taonga

Relationship Agreement between the Culture and Heritage agencies and
[PSGE]

DATE: [TBC]

5: WHAKAAEATANGA TIAKI TAONGA

Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement



***An agreement outside of Treaty settlement process.**

This diagram explains the way we give effect to the relationship between iwi and the respective agencies. Some Culture and Heritage agencies come under this document, the Whakaaetanga Tiaki Taonga, and some have their own agreement. The constant is the relationship approach which is that agencies will work collaboratively to support iwi and their taonga aspirations.

Ngā Taonga Sound & Vision (Ngā Taonga) participates in the collective agency Te Ara Taonga approach, including meetings with other cultural agencies and with iwi. Due to its status as a charitable trust, Ngā Taonga is not a Whakaaetanga signatory. The Letter of Introduction is a formal invitation from the Crown to Ngā Taonga to develop, with Whakatōhea, a relationship similar to the Whakaaetanga, based on a mutually agreed set of principles which underpins the way we work together.

5: WHAKAAEATANGA TIAKI TAONGA

Whakaaetanga Tiaki Taonga

The Parties

The Parties to this Whakaaetanga Tiaki Taonga ("Whakaaetanga") are:

- [PSGE], the post settlement governance entity;
- Te Tari Taiwhenua, Department of Internal Affairs ("DIA"), the agency responsible for:
 - o the National Library Te Puna Mātauranga o Aotearoa ("National Library"); and
 - o Archives New Zealand Te Rua Mahara o Te Kāwanatanga ("Archives New Zealand");
- The Museum of New Zealand Te Papa Tongarewa ("Te Papa");
- Heritage New Zealand Pouhere Taonga ("Pouhere Taonga"); and
- Manatū Taonga, Ministry for Culture and Heritage ("MCH").

For the purposes of this Whakaaetanga the [PSGE] is the body representative of Whakatōhea who have an interest in the matters covered under this Whakaaetanga. This derives from the status of the [PSGE] as tangata whenua in the Iwi Area of Interest and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

The agencies responsible for the National Library and Archives New Zealand, Te Papa, Pouhere Taonga and MCH are for the purposes of this Whakaaetanga referred to as the "Culture and Heritage Parties".

A summary of the role and functions of each of the Parties is provided in the Appendices.

Introduction

Under the Deed of Settlement dated [X] between Whakatōhea and the Crown (the "Deed of Settlement"), the Parties agreed to the development of a:

1. Whakaaetanga between the Culture and Heritage Parties and the [PSGE] to facilitate:
 - 1.1. the care, management, access, use, development and revitalisation of Whakatōhea taonga; and
 - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Whakatōhea; and
 - 1.3. the management, access, and use of digital representations of Whakatōhea taonga and Whakatōhea mātauranga.
2. The Parties have entered into this Whakaaetanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Whakatōhea taonga (whether held by Whakatōhea whānau and hapū or the Culture and Heritage Parties; whether physical or digital representations).

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Whakatōhea.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of [PSGE].

Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Whakatōhea taonga, whether held by Whakatōhea whānau and hapū MCH, Te Papa or the Culture and Heritage Parties; whether physical or digital representations of Whakatōhea taonga.
7. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the joint work plans:
 - 7.1. the significance of Whakatōhea taonga to the maintenance and development of Whakatōhea culture and to enriching the cultural life of New Zealand;
 - 7.2. that Whakatōhea taonga is held and looked after by Whakatōhea whānau and hapū, and also by the Culture and Heritage Parties to this Whakaaetanga;
 - 7.3. Whakatōhea's cultural and spiritual authority in relation to Whakatōhea taonga;
 - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Whakatōhea in the care and management, use, development and revitalisation of, and access to, Whakatōhea taonga is required as agreed in the joint work plans;
 - 7.5. that innovative and technological solutions are required to provide opportunities for Whakatōhea's youthful population, and [a percentage] of that population who are living outside the traditional tribal rohe, to connect with Whakatōhea's culture and identity; and
 - 7.6. the need for an enduring and collaborative relationship to be developed between [PSGE] and the Culture and Heritage Parties.
8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the work plans:
 - 8.1. the significance that place-based taonga such as marae, wāhi tapu and wāhi tīpuna, ancestral footprints in archaeology, and others have for iwi/hapū and the cultural life of New Zealand;
 - 8.2. that said place-based taonga are looked after by Whakatōhea whānau and hapū;
 - 8.3. Whakatōhea's cultural and spiritual authority in relation to their place-based taonga;
 - 8.4. that active and meaningful engagement by the Pouhere Taonga with Whakatōhea in the identification, protection, preservation and conservation of their place-based taonga are required as agreed in the work plans; and
 - 8.5. the need for an enduring and collaborative relationship to be developed between [PSGE] and Pouhere Taonga.

5: WHAKAAEATANGA TIAKI TAONGA

Aspirations

9. The Culture and Heritage Parties recognise and respect [PSGE]'s aspirations which are to:
 - 9.1. to uphold the spirit of the Treaty of Waitangi;
 - 9.2. to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - 9.3. to support and accelerate Whakatōhea's vision for prosperity and wealth; and
 - 9.4. to work together to realise benefits for the community.
10. This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - 10.1. Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - 10.2. Kōpura Regenerating Culture;
 - 10.3. Te Puta Tieke Intergenerational Development; and
 - 10.4. Te Umutaunoa a Tairongo Practising Hospitality.
11. The work programmes that arise from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:
 - 11.1. Leadership – Providing for inspirational leadership;
 - 11.2. Capacity – Fostering competent and successful citizens;
 - 11.3. Capability – Building skills and proficiency;
 - 11.4. Whānau – Supporting whānau potential;
 - 11.5. Community Engagement – Valuing communication and shared relationships; and
 - 11.6. Collective Decision-making – Recognising each other's strengths.
12. These aspirations are intended to facilitate access for Whakatōhea to their taonga, and support their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Whakatōhea's historical and cultural heritage making best efforts to be consistent with Whakatōhea tikanga.
13. The vision of [PSGE] is built upon the already existing relationships between Whakatōhea and the Culture and Heritage Parties. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tīpuna and land based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

5: WHAKAAEATANGA TIAKI TAONGA

Principles

14. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
 - 14.1. *Kia mau ki te wairua o Te Tiriti o Waitangi*: Uphold the spirit of the Treaty of Waitangi;
 - 14.2. *Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū*: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - 14.3. *Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi*; Ensuring early engagement on issues of recognised mutual interest;
 - 14.4. *Kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga*: acknowledge and support Whakatōhea's aspirations in relation to Māori Data Sovereignty and mātauranga Māori;
 - 14.5. *Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi*: Acknowledging that the relationship is flexible and evolving;
 - 14.6. *Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki*: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
 - 14.7. *Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngātahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa*: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or Iwi in work programmes by mutual agreement; and
 - 14.8. *Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia*: Ensuring accountability for agreed decisions and actions;
 - 14.9. working in a spirit of co-operation;
 - 14.10. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and
 - 14.11. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
15. [PSGE] and the Culture and Heritage Parties have entered into this Whakaaetanga in good faith and in the spirit of partnership. [PSGE] and the Culture and Heritage Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

Effect

16. The requirements of the Whakaaetanga are aspirational and non-binding. The Parties acknowledge that while this Whakaaetanga is not intended to constitute a contract, that is enforceable in law between the Parties, the Parties are committed to working together in good faith in accordance with this Whakaaetanga.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

17. Appendix B (*The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu*) of the Whakaaetanga is issued pursuant to section [xx] of the [Whakatōhea Settlement Act year] ("the Settlement Legislation") that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement. Appendix B is legally enforceable under the Settlement Legislation.
18. For the avoidance of doubt the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
19. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
20. [PSGE] acknowledges that all agreements and commitments contained in this Whakaaetanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific taonga are held by the Culture and Heritage Parties.

Development of specific pieces of work

21. When requested by the [PSGE], each of the Culture and Heritage Parties will confirm joint work plans (work plans) with [PSGE], in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:
 - 21.1. provide the detail of the commitments agreed by [PSGE] and each respective Culture and Heritage Party;
 - 21.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 21.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 21.4. identify a process for resolving any issues or disputes;
 - 21.5. identify key contact persons for the parties;
 - 21.6. provide for mutually agreed outcomes; and
 - 21.7. provide for the work plans to be reviewed at the annual meeting.
22. Final topics for the work plans will be mutually agreed by [PSGE] and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
23. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with [PSGE] before issuing any such invitation.

Work Plan Topics Shared by all Parties

24. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

- 24.1. Care and Management of Whakatōhea taonga, both physical and digital, held by Culture and Heritage Parties and of land based Māori heritage structures and monuments:
- a. to provide access, advice and guidance on taonga and cultural heritage issues;
 - b. to work collaboratively with [PSGE] as far as reasonably practicable, to develop and maintain inventories for Whakatōhea taonga;
 - c. to work collaboratively with [PSGE] to research Whakatōhea taonga;
 - d. to work with [PSGE] to develop metadata for Whakatōhea taonga;
 - e. to work collaboratively with [PSGE] on taonga care, management, and storage;
 - f. to develop mutually beneficial research projects that enhance the understanding of Whakatōhea taonga and Whakatōhea culture;
 - g. to explore ways to practically achieve Whakatōhea's data sovereignty aspirations in their collaboration with the iwi; and
 - h. to work collaboratively with [PSGE] on the identification, preservation and protection of their land based Māori heritage, structures and monuments.
- 24.2. Sharing knowledge and expertise associated with Whakatōhea cultural heritage in order to:
- a. share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
 - b. share information on database use and research methodologies specific to, or that can be applied towards Whakatōhea taonga;
 - c. work together on exhibition planning processes and related activities specific to Whakatōhea taonga;
 - d. seek advice from [PSGE] regarding specific policy and tikanga guidance as it relates to Whakatōhea taonga; and
 - e. share information on the preservation and protection of land based Māori heritage, structures and monuments.
- 24.3. Opportunities for increased learning and capacity building relating to Whakatōhea taonga through:
- a. conservation and training in Taonga and structure preservation;
 - b. collection management systems;
 - c. digitisation initiatives; and
 - d. training and development, with possible internships.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

25. Final topics for the work plans will be mutually agreed by [PSGE] and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Whakaetanga includes potential topics for work plans between [PSGE] and each of the Culture and Heritage Parties.

Ongoing Relationships

26. The Parties agree to meet ("hui of the Parties") if requested by either party, at a date to be mutually agreed.
27. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.
28. Each party will meet its own cost of attending the hui of the Parties.

Communication

29. The Parties commit to:
- 29.1. maintain effective communication with one another on any concerns and issues arising from this Whakaaetanga and its implementation;
 - 29.2. as far as reasonably practicable, provide opportunities for meetings of relevant management or staff at the relevant level, in order to progress the relationship and any agreed joint work to advance the aspirations of Whakatōhea;
 - 29.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Whakaaetanga and the practical tasks which flow from it;
 - 29.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaaetanga and future amendments; and
 - 29.5. include a copy of this Whakaaetanga on the Culture and Heritage Parties' websites.
30. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved after taking into account the [PSGE] vision and principles.

Changes to Policy and Legislation Affecting this Whakaaetanga

31. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with the [PSGE] on legislative and policy development or review which potentially affects Whakatōhea taonga and provide for opportunities for the [PSGE] to contribute to such developments.
32. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Culture and Heritage Parties operate, and which impacts on the purpose of this Whakaaetanga, the Culture and Heritage Parties shall:
- 32.1. notify the [PSGE] of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

- 32.2. make available to the [PSGE] the information provided to Māori as part of the consultation process referred to in this clause; and
- 32.3. advise the [PSGE] of the final outcome of any such consultation.
33. Where the Culture and Heritage Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with [PSGE] trustees in each case are:
- 33.1. ensuring that [PSGE] trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage party of the proposal or issues to be the subject of the consultation;
- 33.2. providing [PSGE] trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;
- 33.3. ensuring that sufficient time is given for the participation of [PSGE] trustees in the decision making process including the preparation of submissions by [PSGE] trustees in relation to any of the matters that are the subject of the consultation;
- 33.4. ensuring that the Culture and Heritage party will approach the consultation with [PSGE] trustees with an open mind, and will genuinely consider the submissions of [PSGE] trustees in relation to any of the matters that are the subject of the consultation; and
- 33.5. reporting back to [PSGE] trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

Dispute Resolution

34. In the event that the parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between the [PSGE] and the Chief Executive of, or relevant Minister for, the Culture and Heritage Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board). Any Party that makes a request for a meeting will give one months' notice to the other parties.
35. Where the dispute has not been resolved within a reasonable period of time through a meeting under [clause 32] then either party may require the dispute to be referred to mediation as follows:
- 35.1. the party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
- 35.2. the parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in [clause 33.1] mediator will be appointed by the President for the time being of Te Kāhui Ture o Aotearoa (the New Zealand Law Society). The mediator will be:
- a. familiar with tikanga based dispute resolution; and
- b. independent of the dispute.
- 35.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

36. Where a mediator is appointed through the process described in [clause 24], the costs of the mediation will be met jointly by the Parties.

Review Provision

37. This Whakaaetanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Whakaaetanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered into in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.
38. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at [clause 24] and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

Definitions

"the Area"	means the Whakatōhea Area of Interest as defined at Appendix D
"Culture and Heritage parties"	has the same meaning given to it in "the Parties" section of this Whakaaetanga
"Deaccessioned"	means the permanent removal of an item from the collections of Te Papa
"Found"	has the same meaning as in section 2 of the Protected Objects Act 1975
"Inventories"	means list of information
"Whakaaetanga"	means this Whakaaetanga Tiaki Taonga
"National Library"	includes the Alexander Turnbull Library
"Settlement Date"	has the same meaning as in the Deed of Settlement.
"Taonga"	Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tīpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
"Tiaki Taonga"	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

[Issued on []]

Signing parties

(Name)

Chief Executive

[PSGE]

Date:

WITNESS

Name:

Occupation:

Address:

Paul James

Chief Executive

**Te Tari Taiwhenua Department of Internal
Affairs**

Date:

WITNESS

Name:

Occupation:

Address:

Bernadette Cavanagh

Chief Executive

**Ministry for Culture and Heritage Manatū
Taonga**

Date:

WITNESS

Name:

Occupation:

Address:

Courtney Johnston

Tumu Whakarae, Chief Executive

Museum of New Zealand Te Papa Tongarewa

Date:

WITNESS

Name:

Occupation:

Address:

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

Arapata Hakiwai

Kaihautū

Museum of New Zealand Te Papa Tongarewa

WITNESS

Date:

Name:

Occupation:

Address:

Andrew Coleman

Chief Executive

Heritage New Zealand Pouhere Taonga

WITNESS

Date:

Name:

Occupation:

Address:

5: WHAKAAEATANGA TIAKI TAONGA

Appendix A: Work Plan Topics Specific to Culture and Heritage Parties

All Culture and Heritage Parties will explore ways to support Whakatōhea's aim to protect their mātauranga and taonga, eg: through Traditional Knowledge Labels or some other means mutually agreed to.

Potential topics for Culture and Heritage Parties' respective work plans may include, but are not limited to, the topics identified below.

Te Tari Taiwhenua Department of Internal Affairs

National Library Te Puna Mātauranga o Aotearoa

1. Collaborative Care and Management of Taonga:
 - a) to work with [PSGE] to develop processes to record what material relating to Whakatōhea taonga is being accessed from the collections;
 - b) to work with [PSGE] to develop protocols concerning use of and access to material relating to Whakatōhea taonga;
 - c) to work with [PSGE] to develop exhibition opportunities relating to Whakatōhea Settlement taonga; and
 - d) to provide [PSGE] the opportunity to share their mātauranga regarding key activities and events at National Library.
2. Sharing knowledge and expertise associated with Whakatōhea taonga:
 - a) to share knowledge and expertise on Whakatōhea taonga held overseas; and
 - b) to broker relationships with New Zealand and international libraries and heritage organisations.

Archives New Zealand Te Rua Mahara o Te Kāwanatanga

3. Collaborative Care and Management of Taonga:
 - a) to work with [PSGE] to develop processes to record what material relating to Whakatōhea taonga is being accessed from the collections;
 - b) to work with [PSGE] to develop protocols concerning use of and access to materials relating to Whakatōhea taonga;
 - c) [the Chief Archivist will facilitate, where possible, the engagement of public offices with Whakatōhea to identify and arrange for the discharge of any taonga records relevant to Whakatōhea which are scheduled for disposal and are not required for retention as part of the permanent Government record.]
 - d) to develop a process to provide information to [PSGE] on the type of research being conducted when Whakatōhea taonga are being accessed.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

4. Monitoring delivery of service:
 - a) to develop processes to monitor the effectiveness of the relationship with and services to [PSGE] in achieving outcomes mutually agreed in the work plans.
5. Analysis and reporting:
 - a) to prepare and prioritise a list of key questions to ask regularly in written reports to [PSGE] which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
6. Advice for public offices and local authorities on access to Whakatōhea taonga:
 - a) to consult with [PSGE], and advise public offices and local authorities, on best practice in making access decisions for access to Whakatōhea taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

7. To work with [PSGE] consistent with the principle of Mana Taonga which:
 - a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae - Rongomaraeroa; and
 - b) shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of taonga.
8. Collaborative Care and Management of Taonga:
 - a) to develop and maintain an inventory of Whakatōhea taonga held at Te Papa;
 - b) to work with [PSGE] to develop protocols concerning use of and access to materials relating to Whakatōhea taonga;
 - c) to work with [PSGE] to develop exhibition opportunities; and
 - d) to provide opportunities to promote Whakatōhea artists at Te Papa.
9. To provide Whakatōhea the opportunity to share their mātauranga regarding key activities and events at Te Papa:
 - a) to recognise the [PSGE] as an iwi authority for Whakatōhea in relation to taonga issues; and
 - b) to consult with [PSGE] regarding, and provide Whakatōhea with the opportunity to acquire, Whakatōhea taonga that may be deaccessioned by Te Papa.
10. Sharing knowledge and expertise associated with Whakatōhea cultural heritage kaupapa:
 - a) to share knowledge and expertise associated with Whakatōhea cultural heritage kaupapa, including the following:
 - i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

- ii) Visitor Market Research & Evaluation methodology and data;
- iii) Whakatōhea taonga held overseas;
- b) to actively facilitate Whakatōhea relationships with New Zealand and international museums, galleries and heritage organisations; and
- c) to actively facilitate opportunities for access and reconnection of [PSGE] taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations:

- 11. In the future Te Papa and [PSGE] will work together on:
 - a) New Zealand Museum Standards Scheme;
 - b) advice on cultural centre development;
 - c) commercial Initiatives;
 - d) exhibition and project partnership.

Pouhere Taonga Heritage New Zealand– Māori Heritage

- 12. From maunga kōrero to punawai, from whare tīpuna to rua kōiwi, Māori heritage places are taonga tuku iho, integral to Aotearoa/ New Zealand's culture and identity. Pouhere Taonga – Heritage New Zealand ("Pouhere Taonga") promotes the identification, protection, preservation and conservation of the historical and cultural heritage of our country.

WHAKAORANGA TAONGA MARAE - MĀORI BUILDINGS CONSERVATION PROGRAMME

- 13. Wharenui, wharekai, whare karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, hapū and iwi initiatives to preserve these taonga through a range of advisory and on-site services.
- 14. These services include:
 - a) conservation assessments;
 - b) conservation technical advice and services;
 - c) conservation workshops; and
 - d) funding advice.

MAHI HURA WHENUA - MĀORI HERITAGE AND ARCHAEOLOGY

- 15. The Heritage New Zealand Pouhere Taonga Act 2014 ("the Act") defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence relating to the history of Aotearoa/New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must

5: WHAKAAEATANGA TIAKI TAONGA

apply for an archaeological authority. The archaeological authority provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:

- a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and hapū or iwi has been conducted; and
- b) help liaise with communities – relevant iwi, hapū and hāpori, landowners, developers, archaeologists.

MAHI RĀRANGI KŌRERO - MĀORI HERITAGE AND THE LIST

16. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero ("the List") recognises historic places, historic areas, Wāhi Tapu, Wāhi Tapu areas and Wāhi Tīpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:
 - a) liaise and engage with relevant iwi/hapū and hāpori and interested groups, e.g. landowners, local authorities, government departments;
 - b) specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to iwi/hapū of their taonga places; and
 - c) work with iwi/hapū and relevant groups towards the long-term conservation, and protection of Māori heritage places, in particular through district planning mechanisms if this is deemed appropriate and conservation advice.

5: WHAKAAEATANGA TIAKI TAONGA

Appendix B: The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu

1. The Minister for Arts, Culture and Heritage ("the Minister") and the Chief Executive of the Ministry for Culture and Heritage ("the Chief Executive") have certain roles in terms of the matters described in this Appendix. In exercising such roles, the Minister and the Chief Executive will provide [PSGE] with the opportunity for input into those matters.

RELATIONSHIP PRINCIPLES

2. [PSGE], the Minister and the Chief Executive agree to abide by the relationship principles set out in [clauses 14 and 15] of this Whakaaetanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

WHAKAAETANGA PROVISIONS

3. The Ministry for Culture and Heritage ("MCH") agrees to comply with all of its obligations to [PSGE] set out in the body of the Whakaaetanga.

PROTECTED OBJECTS ACT 1975

4. The Chief Executive has certain functions, powers and duties in terms of the Protected Objects Act 1975 (formerly known as the Antiquities Act 1975) and will consult, notify and provide information to [PSGE] trustees within the limits of the Act.
5. The Protected Objects Act 1975 regulates:
 - a) the export of protected New Zealand objects;
 - b) the illegal export and import of protected New Zealand and foreign objects; and
 - c) the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

NOTIFICATION OF TAONGA TŪTURU

6. From the date this Whakaaetanga is issued the Chief Executive will:
 - a) notify [PSGE] in writing of any Taonga Tūturu found within the Area or identified as being of Whakatōhea origin found anywhere else in New Zealand;
 - b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Whakatōhea origin found anywhere else in New Zealand;
 - c) notify [PSGE] in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Whakatōhea origin found anywhere else in New Zealand;
 - d) notify [PSGE] in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Whakatōhea origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5: WHAKAAEATANGA TIAKI TAONGA

- e) notify [PSGE] in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Whakatōhea origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

OWNERSHIP OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF WHAKATŌHEA ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

7. If [PSGE] lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Area or identified as being of Whakatōhea origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
8. If there is a competing claim or claims lodged in conjunction with [PSGE]'s claim of ownership, the Chief Executive will consult with [PSGE] for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
9. If the competing claims for ownership of any Taonga Tūturu found within the Area or identified as being of Whakatōhea origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of [PSGE] may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

CUSTODY OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF WHAKATŌHEA ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

10. If [PSGE] does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Whakatōhea origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- a) consult [PSGE] before a decision is made on who may have custody of the Taonga Tūturu; and
 - b) notify [PSGE] in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

EXPORT APPLICATIONS - EXPERT EXAMINERS

11. For the purpose of seeking an expert opinion from [PSGE] trustees on any export applications to remove any Taonga Tūturu of Whakatōhea origin from New Zealand, the Chief Executive will register [PSGE] trustees on the MCH Register of Expert Examiners.
12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Whakatōhea origin from New Zealand, the Chief Executive will consult [PSGE] trustees as an Expert Examiner on that application, and notify the [PSGE] trustees in writing of their decision.

THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

13. The Minister has functions, powers and duties under the Protected Objects Act 1975 and may consult, notify and provide information to [PSGE] within the limits of the Act. In

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

circumstances where the Chief Executive originally consulted [PSGE] as an Expert Examiner, the Minister may consult with [PSGE] where a person appeals the decision of the Chief Executive to:

- a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
14. MCH will notify [PSGE] in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where [PSGE] was consulted as an Expert Examiner.

REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

15. The Chief Executive will register [PSGE] trustees as a Registered Collector of Taonga Tūturu.

BOARD APPOINTMENTS

16. The Chief Executive shall:
- a) notify [PSGE] trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - b) add [PSGE] trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
 - c) notify [PSGE] trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

17. The Chief Executive shall seek and consider the views of [PSGE] trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Whakatōhea's interests.
18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the [PSGE], which the Chief Executive considers complies with the MCH's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

HISTORY PUBLICATIONS RELATING TO WHAKATŌHEA

19. The Chief Executive shall:
- a) provide [PSGE] trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Whakatōhea; and
 - b) where reasonably practicable, consult with [PSGE] trustees on any work MCH undertakes that relates substantially to Whakatōhea:
 - i) from an early stage;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

- ii) during the process of undertaking the work; and
 - iii) before making the final decision on the material of a publication.
20. [PSGE] trustees accept that the author, after genuinely considering the submissions and/or views of and confirming and correcting any factual mistakes identified by [PSGE] trustees, is entitled to make the final decision on the material of the historical publication.

PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

21. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Whakatōhea within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
22. Where appropriate, the Chief Executive will consider using [PSGE] trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in [clause 22 and 23] of Appendix B is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and MCH's purchasing policy.

5: WHAKAAEATANGA TIAKI TAONGA

Appendix C: Background information of the agencies

Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs ("the Department") is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector.
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates people's activity, encourages compliance and enforces the law;
 - (d) monitors performance; and
 - (e) currently employs 1500 staff in 21 cities and towns in New Zealand, Sydney and London.
5. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs will be accountable for the functions of the National Library and of Archives New Zealand.
6. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in, this Whakaaetanga in relation to the functions of the National Library and of Archives New Zealand, and will have an important role in managing the overall relationship with Whakatōhea.

National Library of New Zealand (Te Puna Mātauranga o Aotearoa)

7. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;
 - (b) supplementing and furthering the work of other libraries in New Zealand; and
 - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

8. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
 - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
 - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

9. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
10. Archives New Zealand works to achieve the following outcomes:
- (a) Full and accurate records are kept by public sector agencies;
 - (b) Public archives are preserved and well-managed;
 - (c) Public archives are accessible and used; and
11. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance and providing advice and training for those implementing these standards.
12. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
13. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
14. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
15. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support government recordkeeping and Māori, iwi and hapū with the care and management of archives.

5: WHAKAAEATANGA TIAKI TAONGA

Museum of New Zealand Te Papa Tongarewa (Te Papa)

16. The Museum of New Zealand Te Papa Tongarewa ("Te Papa") is an autonomous Crown Entity under the Crown Entities Act 2004. It was established by the Museum of New Zealand Te Papa Tongarewa Act 1992, replacing the former National Museum and National Art Gallery.
17. Te Papa's purpose, as stated in the Museum of New Zealand Te Papa Tongarewa Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future".
18. Under the Act, in performing its functions, Te Papa shall:
 - (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
 - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;
 - (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.
19. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website:

<https://www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents>

Manatū Taonga – Ministry for Culture and Heritage

20. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
21. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.
22. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand's culture and kaitiaki of New Zealand's taonga. The Ministry's work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
23. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

5: WHAKAAEATANGA TIAKI TAONGA

Heritage New Zealand Pouhere Taonga

24. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust,, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
25. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the Heritage New Zealand Pouhere Taonga Act 2014.
26. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.
27. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

5: WHAKAAEATANGA TIAKI TAONGA

APPENDIX D: WHAKATŌHEA AREA OF INTEREST

[INSERT MAP]

6. LETTERS OF COMMITMENT

**6.1 LETTER OF COMMITMENT – TE ARAWHITI / THE OFFICE FOR MĀORI
CROWN RELATIONS**

6.1: LETTER OF COMMITMENT – TE ARAWHITI / THE OFFICE FOR MĀORI CROWN RELATIONS



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

E ngā hapū me ngā uri o [the Whakatōhea PSGE]

Whakatōhea Letter of Commitment from The Office for Māori Crown Relations – Te Arawhiti

Background

In August 2017 the Whakatōhea Pre-settlement Claims Trust signed an Agreement in Principle to settle the historical claims of Whakatōhea, being those claims arising from Crown actions and omissions that occurred before 21 September 1992. In [MONTH, YEAR], ngā uri o Whakatōhea ratified the deed of settlement of Whakatōhea historical claims with [xx] percent of participants voting to accept the settlement.

The Whakatōhea Deed of Settlement contains relationship redress with key Crown agencies. Whakatōhea are guided by the Whakatōhea Transformation Framework. The work arising from these relationships is intended to contribute to realising Whakatōhea’s strategic objectives and support the Framework’s six key components, namely:

- Leadership – Providing for inspirational leadership;
- Capacity – Fostering competent and successful citizens
- Capability – Building skills and proficiency
- Whānau – Supporting whānau potential
- Community Engagement – Valuing communication and shared relationships
- Collective Decision-making – Recognising each other’s strengths

Figure: Whakatōhea Transformation Framework

**Whakatōhea Transformation Framework
Towards Wellbeing**



6.1: LETTER OF COMMITMENT – TE ARAWHITI / THE OFFICE FOR MĀORI CROWN RELATIONS

During settlement negotiations, Whakatōhea sought a letter of commitment from Te Arawhiti.

North-eastern Bay of Plenty (Wai 1750) inquiry

In June 2019, the Waitangi Tribunal commenced the North-eastern Bay of Plenty district inquiry. This inquiry proceeded in parallel with ongoing Whakatōhea settlement negotiations and will be paused during the period that Parliament considers the Whakatōhea settlement legislation. The terms of the Whakatōhea settlement, as ratified by ngā uri o Whakatōhea, mean that the Wai 1750 inquiry will resume after the settlement legislation is passed.

The settlement legislation will restore the Waitangi Tribunal's jurisdiction over historical claims, over which it will only be able make findings. The Waitangi Tribunal will continue to have full jurisdiction to make findings and recommendations on contemporary claims, being those claims arising from Crown actions and omissions that occurred after 21 September 1992.

Response to Wai 1750 inquiry

Through the relationship agreements in the Whakatōhea deed of settlement, key Crown agencies have committed to meet with Whakatōhea within 12 months of the publication of the North-Eastern Bay of Plenty District Inquiry report to discuss how any findings and recommendations on contemporary issues might be addressed.

Te Arawhiti will convene a one-off forum of those agencies and Whakatōhea, and extend an invitation to other Crown agencies if relevant to the Tribunal's findings, within 12 months of the publication of the Tribunal's report. The purpose of the forum will be to:

- Allow the parties to meet to discuss the findings
- Consider a potential way forward with each agency to address any contemporary issues raised.

It is hoped that this will serve as an additional step in the journey to strengthen the Whakatōhea-Crown relationship into the future.

[Whakatauki]

Nāku noa, nā

[Name]

**Chief Executive
Te Arawhiti – The Office for Māori Crown Relations**

**6.2 LETTER OF COMMITMENT – TE PUNI KŌKIRI / MINISTRY FOR MĀORI
DEVELOPMENT**

6.2: LETTER OF COMMITMENT – TE PUNI KOKIRI / MINISTRY FOR MĀORI DEVELOPMENT



Letter of Commitment from Te Puni Kōkiri

Tēnā koutou

Background

On [insert date] Whakatōhea and the Crown entered into a Deed of Settlement to settle the historical claims of Whakatōhea, being those claims arising from Crown actions and omissions that occurred before 21 September 1992.

The Whakatōhea Deed of Settlement contains relationship redress with key Crown agencies committing to a relationship with Whakatōhea.

The relationship between Whakatōhea and Crown agencies will be guided by the Whakatōhea Transformation Framework. The work arising from this relationship is intended to contribute to realising Whakatōhea's strategic objectives and support the Framework's six key components, namely:

- Leadership – Providing for inspirational leadership;
- Capacity – Fostering competent and successful citizens;
- Capability – Building skills and proficiency;
- Whānau – Supporting whānau potential;
- Community Engagement – Valuing communication and shared relationships; and
- Collective Decision-making – Recognising each other's strengths.

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



6.2: LETTER OF COMMITMENT – TE PUNI KOKIRI / MINISTRY FOR MĀORI DEVELOPMENT

As part of this redress, Te Puni Kōkiri – the Ministry for Māori Development undertook to provide a letter of commitment to Whakatōhea.

Te Puni Kōkiri is the government's principal advisor on Māori wellbeing and development. Through its network of regional offices, Te Puni Kōkiri has a range of relationships with whānau, hapū and iwi Māori across Aotearoa.

Moving forward

Te Puni Kōkiri is committed to establishing a durable and cooperative relationship with [Whakatōhea PSGE] that is regionally led and centrally enabled. This relationship will be in addition to existing Te Puni Kōkiri relationships with Whakatōhea whānau, hapū, groups, organisations and entities outside settlement.

Senior staff from Te Puni Kōkiri will meet with [Whakatōhea PSGE] within six months of the deed of settlement being signed and annually thereafter to:

- understand Whakatōhea wellbeing and development priorities and aspirations;
- identify mutual priorities; and
- explore opportunities to work together to enhance Whakatōhea wellbeing and development aspirations.

It is hoped that this relationship will strengthen the Whakatōhea-Crown relationship into the future.

Nāku noa, nā

Te Tumu Whakarae mō Te Puni Kōkiri | Secretary for Māori Development

7. LETTERS OF INTRODUCTION

7.1 LETTER OF INTRODUCTION – DEPARTMENT OF INTERNAL AFFAIRS

7.1: LETTER OF INTRODUCTION - DEPARTMENT OF INTERNAL AFFAIRS

Paul James
Chief Executive
Department of Internal Affairs
WELLINGTON 6011

Tēnā rā koe Mr James

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle its historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

Whakatōhea Transformation Framework Towards Wellbeing



Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for the iwi.

7.1: LETTER OF INTRODUCTION - DEPARTMENT OF INTERNAL AFFAIRS

The Transformation Framework is also the methodology that the iwi would like to be used to guide its post-settlement engagement with crown agencies.

Relationship with the Department of Internal Affairs

During negotiations with the Crown, Whakatōhea expressed an interest in developing its relationship with the Department of Internal Affairs (the Department). The iwi is interested in discussing a range of matters touching on areas of the Department's responsibilities, including but not limited to:

- Local Government Policy,
- Māori Data Sovereignty and Public Digital Services
- Digital Identity.

It is understood that relationships grow and change and that these areas of interest and the nature of the relationship may also evolve over time.

This letter is to inform the Department of the passing of the iwi settlement legislation and introduce the [Whakatōhea PSGE] as the post-settlement governance entity for the iwi moving forward. It also asks the Department to participate in discussions with Whakatōhea including about the matters outlined above when it is mutually convenient.

The contact details for the [Whakatōhea PSGE] are:

[CE, Chair...]
[Whakatōhea PSGE]
Email:

Naku noa, nā

[Name]
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

cc: [name], [title] – [Whakatōhea PSGE]: [email address]

**7.2 LETTER OF INTRODUCTION – MINISTRY OF HOUSING AND URBAN
DEVELOPMENT**

7.2: LETTER OF INTRODUCTION – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

Andrew Crisp
Chief Executive
Te Tūāpapa Kura Kāinga - Ministry for Housing and Urban Development
WELLINGTON 6011

Tēnā rā koe Mr Crisp

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

During negotiations with the Crown, Whakatōhea expressed an interest in working with Te Tūāpapa Kura Kāinga on matters of mutual interest.

In the Deed of Settlement, the Crown agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and Te Tūāpapa Kura Kāinga. Accordingly, I am writing to introduce Te Tūāpapa Kura Kāinga to the [Whakatōhea PSGE] and suggest Te Tūāpapa Kura Kāinga contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their Iwi and has been used to guide their engagement with crown agencies.

Whakatōhea Transformation Framework Towards Wellbeing



Relationship with Te Tūāpapa Kura Kāinga

Whakatōhea have expressed their desire to work with Te Tūāpapa Kura Kāinga towards an effective and ongoing relationship. Specifically, Whakatōhea are interested in engaging with Te Tūāpapa Kura Kāinga on the following matters:

- Understand the nature of housing challenges within their rohe,
- Explore opportunities to collaborate around provision of housing in their rohe,
- Support Iwi / Māori led housing initiatives in their rohe, and
- Build capacity for planning and delivery of housing across rural and urban environments in their rohe, and
- Create built environments that enhance wellbeing.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME].

The contact details for the [Whakatōhea PSGE] are:

[]

Address]

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

7.2: LETTER OF INTRODUCTION – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

The Office for Māori-Crown Relations - Te Arawhiti is available to support Te Tūāpapa Kura Kāinga in developing its relationship with Whakatōhea. If you have any questions please contact [insert contact] at [email].

Naku noa, nā

Lil Anderson
Chief Executive
The Office for Māori Crown Relations - Te Arawhiti

CC: [name], [title] – [Whakatōhea PSGE]: [email address]

7.3 LETTER OF INTRODUCTION – MINISTRY FOR PRIMARY INDUSTRIES

7.3: LETTER OF INTRODUCTION – MINISTRY FOR PRIMARY INDUSTRIES

Ray Smith
Director-General
Ministry for Primary Industries - Manatū Ahu Matua
Charles Fergusson Building
34-38 Bowen Street
WELLINGTON 6011

Tēnā rā koe Mr Smith

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

During negotiations with the Crown, Whakatōhea expressed an interest in working with the Ministry of Primary Industries (**MPI**) on matters of mutual interest. The Whakatōhea Treaty settlement includes a Primary Industries Protocol between [Whakatōhea PSGE], Primary Sector ministers and MPI as part of the Whakatōhea Treaty settlement. This Protocol provides a detailed framework to enable parties to work together on engagement in fisheries management and policy formation consistent with the commitments in the Whakatōhea Deed of Settlement.

In addition to the Primary Industries Protocol, the Crown also agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and MPI. The purpose of this letter is to formally introduce MPI to the [Whakatōhea PSGE] as a post-settlement partner and suggest MPI contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest which have not been covered by the Primary Industries Protocol.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their Iwi and has been used to guide their engagement with crown agencies.

Whakatōhea Transformation Framework Towards Wellbeing



Relationship with the Ministry for Primary Industries

Whakatōhea have expressed their desire to work with MPI towards an effective and ongoing relationship. Specifically, Whakatōhea are interested in engaging with MPI on the following matters:

- exploring the use of matauranga Māori in decision-making;
- building capacity to grow Whakatōhea's primary industries;
- supporting access to data relevant to Whakatōhea's primary industries;
- creating access for collaborative activities, outreach and research; and
- identifying opportunities for capability building.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME].

The contact details for the [Whakatōhea PSGE] are:

[

Address]

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

7.3: LETTER OF INTRODUCTION – MINISTRY FOR PRIMARY INDUSTRIES

The Office for Māori-Crown Relations - Te Arawhiti is available to MPI in developing its relationship with Whakatōhea. If you have any questions please contact [insert contact] at [email].

Naku noa, nā

Lil Anderson
Chief Executive
The Office for Māori Crown Relations - Te Arawhiti

CC: [name], [title] - [Whakatōhea PSGE]: [email address]

7.4 LETTER OF INTRODUCTION – NEW ZEALAND TRANSPORT AGENCY

7.4: LETTER OF INTRODUCTION – NEW ZEALAND TRANSPORT AGENCY

Nicole Rosie
Chief Executive
New Zealand Transport Agency – Waka Kotahi
WELLINGTON 6011

Tēnā rā koe Ms Rosie

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

During negotiations with the Crown, Whakatōhea expressed an interest in working with the New Zealand Transport Agency (**NZTA**) on matters of mutual interest.

In the Deed of Settlement, the Crown agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and NZTA. Accordingly, I am writing to introduce NZTA to the [Whakatōhea PSGE] and suggest NZTA contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their Iwi and has been used to guide their engagement with crown agencies.

Whakatōhea Transformation Framework Towards Wellbeing



Relationship with the New Zealand Transport Agency

Whakatōhea have expressed their desire to work with NZTA towards an effective and ongoing relationship. Specifically, Whakatōhea are interested in engaging with NZTA on the following matters:

- the planning and design of roads in the rohe;
- the creation of protocols for the inclusion of Whakatōhea design elements within infrastructure projects; and
- the exploration of opportunities for capacity building.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME].

The contact details for the [Whakatōhea PSGE] are:

[

Address

]

The Office for Māori-Crown Relations – Te Arawhiti is available to support NZTA in developing its relationship with Whakatōhea. If you have any questions please contact [insert contact] at [email].

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

7.4: LETTER OF INTRODUCTION – NEW ZEALAND TRANSPORT AGENCY

Naku noa, nā

**Lil Anderson
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti**

CC: [name], [title] - [Whakatōhea PSGE]: [email address

7.5 LETTER OF INTRODUCTION – NEW ZEALAND TRADE AND ENTERPRISE

7.5: LETTER OF INTRODUCTION – NEW ZEALAND TRADE AND ENTERPRISE

Andrew Ferrier
Chair
New Zealand Trade and Enterprise
WELLINGTON 6011

Tēnā rā koe Mr Ferrier

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

During negotiations with the Crown, Whakatōhea expressed an interest in working with New Zealand Trade and Enterprise (**NZTE**) on matters of mutual interest. In response, the Crown agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and NZTE. Accordingly, I am writing to introduce NZTE to the [Whakatōhea PSGE] and suggest NZTE contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their Iwi and has been used to guide their engagement with crown agencies.

**Whakatōhea Transformation Framework
Towards Wellbeing**



7.5: LETTER OF INTRODUCTION – NEW ZEALAND TRADE AND ENTERPRISE

Relationship with New Zealand Trade and Enterprise

Whakatōhea have expressed their desire to work with NZTE towards an effective and ongoing relationship. As a first step, Whakatōhea are interested in engaging with NZTE on the following matters:

- explaining Whakatōhea economic development priorities and aspirations to NZTE;
- understanding NZTE's value proposition and how it assists New Zealand businesses (particularly exporters) to succeed;
- discussing the points in the Whakatōhea journey at which NZTE will be able to add the most value and how NZTE may be able to help now;
- discussing the roles of other Government agencies in the economic development ecosystem and other potential sources of assistance for Whakatōhea; and
- discussing other opportunities for collaboration and mutually beneficial opportunities.

Whakatōhea are currently working towards becoming export ready. It is understood that the relationship between Whakatōhea and NZTE may grow and change as this journey progresses. The form of this relationship may also evolve over time, on the agreement of both parties.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME]. The contact details for the Whakatōhea [PSGE] are:

[

Address

]

The Office for Māori-Crown Relations – Te Arawhiti is available to support NZTE in developing its relationship with Whakatōhea. If you have any questions please contact [Name] at [email].

Naku noa, nā

[Name]

Chief Executive

The Office for Māori Crown Relations – Te Arawhiti

CC: [name], [title] – [Whakatōhea PSGE]: [email address]

7.6 LETTER OF INTRODUCTION – AUCKLAND WAR MEMORIAL MUSEUM

7.6: LETTER OF INTRODUCTION – AUCKLAND WAR MEMORIAL MUSEUM

Dr. David Gaimster
Chief Executive
Auckland War Memorial Museum - Tāmaki Paenga Hira
AUCKLAND 1010

Tēnā rā koe Dr. Gaimster

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

During negotiations with the Crown, Whakatōhea expressed an interest in working with the Auckland War Memorial Museum (**Auckland Museum**) on matters of mutual interest.

In the Deed of Settlement, the Crown agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and Auckland Museum. Accordingly, I am writing to introduce Auckland Museum to the [Whakatōhea PSGE] and suggest Auckland Museum contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their Iwi and has been used to guide their engagement with crown agencies.

Whakatōhea Transformation Framework Towards Wellbeing



Relationship with Auckland War Memorial Museum

Whakatōhea have expressed their desire to work with Auckland Museum towards an effective and ongoing relationship. Specifically, Whakatōhea are interested in engaging with Auckland Museum on the following matters:

- understand the nature and extent of Whakatōhea taonga held by the Auckland Museum;
- engage in discussions about appropriate attribution and care of Whakatōhea taonga that Auckland Museum holds in their collections;
- explore the use of traditional knowledge and biocultural labels at Auckland Museum;
- create opportunities for collaborative activities, outreach, and research; and
- explore opportunities for Whakatōhea to engage with the Taumata-ā-Iwi committee.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME]. The contact details for the [Whakatōhea PSGE] are:

[
Address
]

The Office for Māori-Crown Relations – Te Arawhiti is available to support Auckland Museum in developing its relationship with Whakatōhea. If you have any questions please contact [insert contact] at [email].

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

7.6: LETTER OF INTRODUCTION – AUCKLAND WAR MEMORIAL MUSEUM

Naku noa, nā

Lil Anderson
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

CC: [name], [title] – [Whakatōhea PSGE]: [email address]

8. RFR DEED OVER QUOTA

8. RFR DEED OVER QUOTA

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA

BETWEEN

Te Tāwharau o Te Whakatōhea (the **Governance Entity**).

AND

HIS MAJESTY THE KING in right of New Zealand acting by the Minister of Oceans and Fisheries (the **Crown**).

BACKGROUND

- A. Whakatōhea and the Crown are parties to a deed of settlement to settle the Historical Claims of Whakatōhea dated [*date of the Deed of Settlement*] (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
- by the Crown in satisfaction of its obligations referred to in clause [x] of the Deed of Settlement; and
 - by the Governance Entity in satisfaction of its obligations under clause [x] of the Deed of Settlement.

IT IS AGREED as follows:

1. THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND

- 1.1 This Deed applies only if, during the period of 50 years from the Settlement Date:
- 1.1.1 the Minister of Oceans and Fisheries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
 - 1.1.2 the Governance Entity nominates that species as an ‘applicable species’, meaning one to which they wish to have a right of first refusal (**RFR**); and
 - 1.1.3 the Minister of Oceans and Fisheries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the RFR Area (an **Applicable TACC**).

2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC

- 2.1 This Deed applies only to Quota (Applicable Quota) that:
- 2.1.1 relates to an Applicable TACC; and
 - 2.1.2 has been allocated to the Crown as either:

8. RFR DEED OVER QUOTA

- (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or
- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY

3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED

4.1 Where:

4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[\frac{2}{5} \times \frac{A}{B} \times C \right]$$

4.2 Where:

4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[\frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[\frac{A}{B} \times D \right]$$

4.3 For the purposes of this clause:

“A” is the length of coastline of the RFR Area that is within the coastline of the relevant Quota Management Area;

“B” is the length of coastline of the relevant Quota Management Area;

“C” is the total amount of Quota relating to the relevant Applicable TACC;

8. RFR DEED OVER QUOTA

“D” is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

“x” is the Required Minimum Amount of Applicable Quota.

4.4 For the purposes of this clause:

4.4.1 the length of coastline of the RFR Area, and of the relevant Quota Management Area, will be determined by the Crown and by such method as the Crown considers appropriate; and

4.4.2 in particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the RFR Area means the distance (being determined by the Crown) between Fisheries Point 37° 58' 13.15" S / 177° 03' 31.05" E (Maraetotara) and 37° 57' 31.74" S / 177° 26' 33.32" E (Haurere Point) (such Fisheries Points being approximately marked on the map of the RFR Area in Schedule 1).

5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

Crown must give RFR Notice

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an RFR Notice) to the Governance Entity which offers to sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice. Crown may withdraw RFR Notice.

5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

Effect of withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

Crown has no obligation in relation to balance of Applicable Quota

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by notice in writing to the Crown; and

6.1.2 by the relevant Expiry Date.

8. RFR DEED OVER QUOTA

7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date,

the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to the Governance Entity of that fact and disclose the terms of that agreement; and

7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

8. RE-OFFER REQUIRED

8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice; and

8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

9. EFFECT OF THIS DEED

9.1 Nothing in this Deed will require the Crown to:

9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;

9.1.2 introduce any of the Applicable Species into the Quota Management System; or

8. RFR DEED OVER QUOTA

9.1.3 offer for sale any Applicable Quota held by the Crown.

9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

9.3.1 any requirement at common law or under legislation that:

(a) must be complied with before any Applicable Quota is sold to the Governance Entity; or

(b) the Crown must Sell the Applicable Quota to a third party; and

9.3.2 any legal requirement that:

(a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

10. THIS DEED DOES NOT APPLY IN CERTAIN CASES

10.1 Neither clause 3 nor clause 5.1 apply if the Crown is Selling Applicable Quota to the Governance Entity.

11. TIME LIMITS

11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

12. ENDING OF RIGHT OF FIRST REFUSAL

RFR ends on Sale which complies with this Deed

12.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

RFR ends after 50 years

12.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

13. NOTICES

13.1 The provisions of this clause apply to Notices under this Deed:

8. RFR DEED OVER QUOTA

Notices to be signed

13.1.1 the Party giving a Notice must sign it;

Notice to be in writing

13.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's postal address, email address or facsimile number;

Addresses for notice

13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

Governance Entity:

The Director-General

Te Tāwharau o Te Whakatōhea

Ministry for Primary Industries

*[Insert the address of the
Governance Entity]*

Charles Fergusson Building

34-38 Bowen Street, Pipitea

PO Box 2526

Wellington 6140

Facsimile: 64 4 894 0720

Email: info@mpi.govt.nz

Delivery

13.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by email;
- (c) by post with prepaid postage; or
- (d) by facsimile;

Timing of delivery

13.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or

8. RFR DEED OVER QUOTA

- (c) sent by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

- 13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

14. AMENDMENT

- 14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

15. NO ASSIGNMENT

- 15.1 The Governance Entity may not assign its rights or obligations under this Deed.

16. DEFINITIONS AND INTERPRETATION

Definitions

- 16.1 In this Deed, unless the context otherwise requires:

Applicable Quota means Quota of the kind referred to in clause 2;

Applicable Species means a species which the Governance Entity nominates as one to which they wish to have a right of first refusal (RFR), under circumstances set out in clause 1;

Applicable TACC has the meaning given to that term by clause 1.1.2;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the clause of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Bay of Plenty;

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

Deed means this Deed giving a right of first refusal over Applicable Quota;

Deed of Settlement has the meaning given by clause A of the Background to this Deed;

Expiry Date, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the Governance Entity;

Fisheries Legislation means the Fisheries Act 1983 and the Fisheries Act 1996;

8. RFR DEED OVER QUOTA

Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Minister of Oceans and Fisheries means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

Party means the Governance Entity or the Crown;

Provisional Individual Transferable Quota has the same meaning as under section 2(1) of the Fisheries Act 1996;

Quota means quota under the Fisheries Legislation in relation to an Applicable Species (being a species referred to in clause 1);

Quota Management Area means any area declared by or under the Fisheries Legislation to be a quota management area;

Quota Management System means a quota management system established under Part IV of the Fisheries Act 1996;

Quota Share has the same meaning as in the Fisheries Act 1996;

Required Minimum Amount, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

RFR Notice and **Notice** means a notice under clause 5.1;

Sell means to transfer ownership of Quota for valuable consideration and Sale has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

Settlement Date means the date which is 20 Business Days after the Deed of Settlement becomes unconditional;

RFR Area means the area identified in the map included in schedule 1; and

Total Allowable Commercial Catch or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

Interpretation

16.3 In the interpretation of this Deed, unless the context requires otherwise:

- 16.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

8. RFR DEED OVER QUOTA

- 16.3.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 16.3.4 the singular includes the plural and vice versa;
- 16.3.5 words importing one gender include the other genders;
- 16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.3.8 a reference to a schedule is a schedule to this Deed;
- 16.3.9 a reference to a monetary amount is to New Zealand currency;
- 16.3.10 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.3.12 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 16.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.3.14 a reference to time is to New Zealand time.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

8. RFR DEED OVER QUOTA

SIGNED as a Deed on [*Insert date*]

SIGNED by [*Name of trustee*] as a [*trustee of the
governance entity*], in the presence of:

[*Name of trustee*]

Signature of Witness:

Name:

Occupation:

Address

SIGNED by [*Name of trustee*] as a [*trustee of the
governance entity*], in the presence of:

[*Name of trustee*]

Signature of Witness:

Name:

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

8. RFR DEED OVER QUOTA

Occupation:

Address

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

8. RFR DEED OVER QUOTA

SIGNED by *[Name of trustee]* as a *[trustee of the governance entity]*, in the presence of:

[Name of trustee]

Signature of Witness:

Name:

Occupation:

Address

SIGNED for and on behalf of
HIS MAJESTY THE KING in right of
New Zealand by the Minister of Oceans and
Fisheries,
in the presence of:

The Hon *[Name of Minister]*

Signature of Witness:

Name:

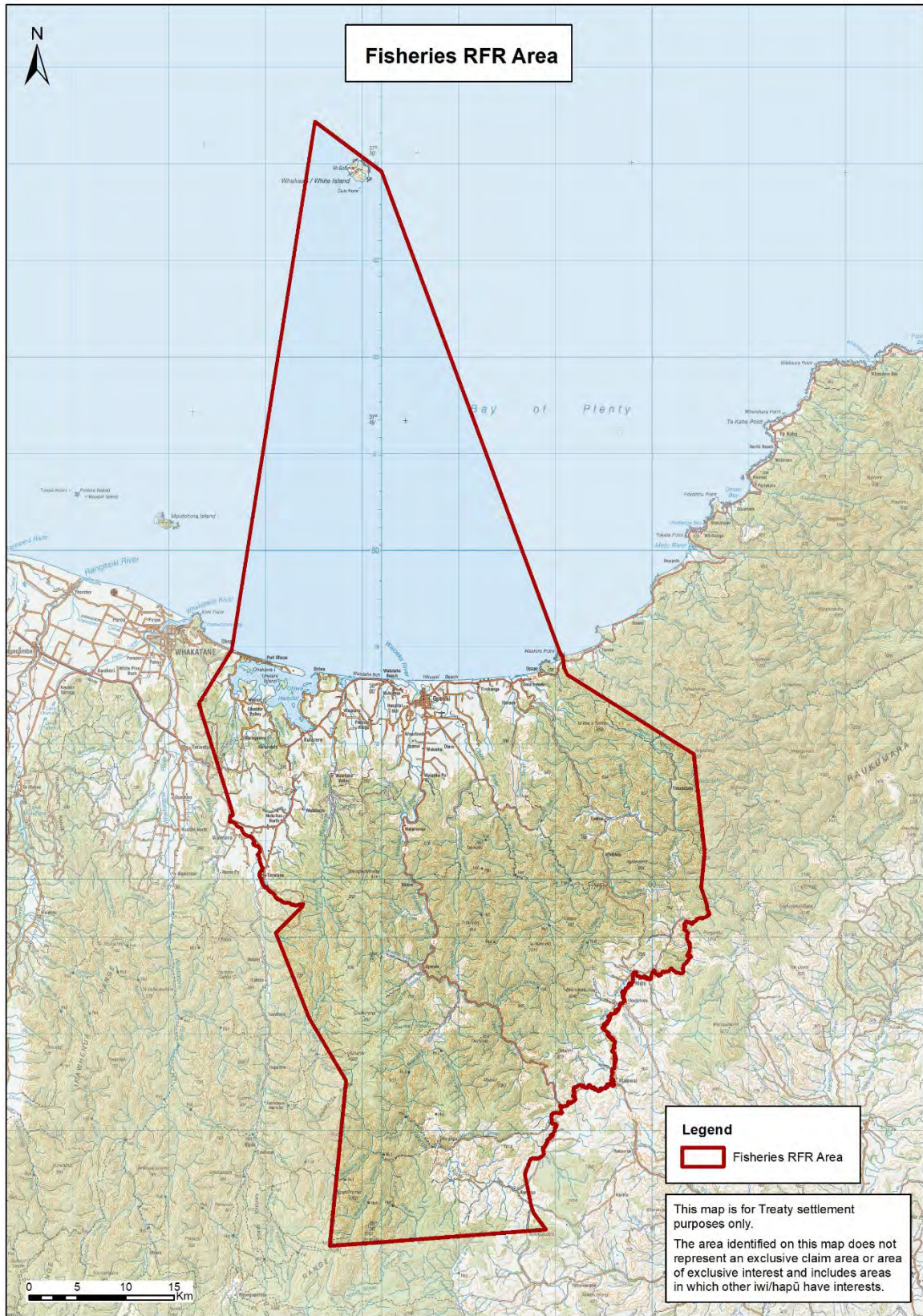
Occupation:

Address

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

8. RFR DEED OVER QUOTA

SCHEDULE 1 – MAP OF RFR AREA



9. ENCUMBRANCES

9.1 PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

His Majesty the King acting by and through the Minister of Conservation

Grantee

Ōpōtiki District Council

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this day of 20

Attestation

<p>Signed for and on behalf of the Ōpōtiki District Council by its [attorney / authorised signatory] by:</p> <p>Print name: Position:</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of witness</i></p> <p>Witness Name</p> <p>Occupation</p> <p>Address</p>
--	---

<p>Signed for and on behalf of His Majesty the King as grantor by:</p> <p>[Operations Manager] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and clause 2 of part 1 of schedule 6 of the Public Service Act 2020</p> <p>_____</p> <p>Signature of Grantor</p>	<p>Signed in my presence by the Grantor</p> <p>_____</p> <p><i>Signature of witness</i></p> <p>Witness Name</p> <p>Occupation</p> <p>Address</p>
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**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

Easement Instrument Dated Page of pages

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	A, B, and C on SO 577874 Easement Area	Section 1 on SO 557874	In gross

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

All signing parties and either their witnesses or solicitors must sign or initial this box

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

Easement Instrument

Dated

Page

3

of

5

pages

ANNEXURE SCHEDULE

EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor grants to the Grantee as an easement in gross in perpetuity the right to drain, discharge, and convey sewage and other waste material and waste in any quantity through the easement facility over the Easement Area.
- 1.2 The easement facility for the right to drain sewage is the existing sewage pipe owned by the Grantee within the Easement Area (and includes any sewage pipe that is installed in replacement of the existing sewage pipe pursuant to clause 1.4).
- 1.3 The easement facility will at all times be and remain the property of the Grantee.
- 1.4 The right to drain sewage includes the right to place, inspect, dig up, maintain, operate, extend, enlarge, construct, repair, upgrade, alter, renew and replace the easement facility.

2. GRANTOR OBLIGATIONS

2.1 The Grantor will not:

- (a) plant vegetation or permit vegetation to grow;
- (b) excavate or dig below ground level;
- (c) build or erect any structure or improvement (including fences); or
- (d) drive any vehicle,

on or over the Easement Area, where such action could block, damage, or interfere with the easement facility, without obtaining the prior written consent of the Grantee.

3. REPAIR, MAINTENANCE AND COSTS

- 3.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 3.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 3.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is payable in accordance with clause 3.1.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

Easement Instrument

Dated

Page

4

of

5

pages

4. COMPLIANCE WITH LEGISLATION

4.1 The Grantee will:

- (a) comply with all relevant legislation, regulations and bylaws affecting the Burdened Land and the Grantee's use of it (including the Health and Safety at Work Act 2015);
- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

5. INDEMNITY

5.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

Easement Instrument

Dated

Page

5

of

5

pages

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

9.2 TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

Grantor

[Trustees of Whakatōhea Post Settlement Governance Entity]

Grantee

Surname(s) must be underlined.

HIS MAJESTY THE KING

Grant* of easement or *profit à prendre*

The Grantor, being the registered proprietor of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A.

Dated this ** day of ** 20[]

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, <i>profit(s) à prendre</i>	Shown (plan reference)	Burdened land (Record of title)	Benefited land (Record of title or in gross)
Right of Way	A on SO 560014	Section 1 on SO 560014	In gross

Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

The implied rights and powers are hereby **varied/negated/and added to** or **substituted** by:

The provisions set out in the Annexure Schedule.

Dated this day of 20

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Attestation

Signed for and on behalf of [
]as Grantor by

Name

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of **HIS MAJESTY
THE KING** as Grantee under delegated
authority

by

[
] Group Manager Crown Property

In the presence of:

Name:

Occupation:

Address:

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.

[Solicitor for] the Grantee

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

Easement

Dated:

3

of

9

Pages

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Easement Instrument, unless the context otherwise requires:

"Easement Area" means the area shown as Right of Way in Schedule A;

"Grantee" means His Majesty the King in right of New Zealand acting by and through the Minister for Land Information and includes the agents, employees, contractors, workmen, licensees and invitees of the Minister but does not include members of the general public;

"Grantees Land" means the land described as Section 2 SO 560014;

"Grantor's Land" means the burdened land described in Schedule A, and includes any part thereof;

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2 references to clauses and the Schedule are to the clauses and the schedules of this Easement Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

Easement

Dated:

4

of

9

Pages

2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land comprising the Easement Area, together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018, except to the extent that they are modified, varied or negated by the terms and conditions set out in this Instrument.
- 2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this Easement Instrument.
- 2.3 In consideration of the Grantor agreeing to enter into this Instrument, the Grantee shall duly observe the obligations imposed on it under this Instrument.
- 2.4 The Grantor and the Grantee agree that the purpose of this easement instrument is to enable the Grantee to ensure that access is gained to the Grantee's land for the purposes of remediation of the existing and decommissioned settling ponds located on the Grantee's land.

3. OBLIGATIONS OF THE GRANTEE

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads.
- 3.2 The Grantee shall be responsible for the construction of and the cost of maintenance of any of the road located on the Grantor's Land within the easement area.
- 3.3 The Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

Easement

Dated:

of

Pages

- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land, other than to ensure the health and safety of the user within the Easement Area.
- 3.6 Subject to clauses 3.10 and 3.11, in the event that the Grantor's road or track located within the Easement Area is not of sufficient standard for the use to be made of the road or track by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road or construction of a road under clauses 3.2, 3.4 and 3.6, the Grantee shall not:
- 3.7.1 alter the location of the road; or
 - 3.7.2 alter the way in which the run-off from the road is disposed of; or
 - 3.7.3 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed, other than those works contemplated in clauses 3.2, 3.4 and 3.6 located within the Easement Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

Easement

Dated:

of

Pages

- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor, except where required to enable the construction of or widening of the road or track on the Easement Area and necessary to provide the required access across the Easement Area.
- 3.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.
- 3.11 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:
- 3.11.1 the Grantor; and
- 3.11.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land
- in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.
- 3.12 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

Easement

Dated:

of

Pages

- 3.13 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.
- 3.14 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Grantor's Land.
- 3.15 Clauses 3.11 to 3.14 do not limit clause 3.10 and apply to the exercise of rights and compliance with obligations under this Easement Instrument.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width of the stipulated area in Annexure A for passage, PROVIDED THAT the Grantor shall furnish keys to any locks fitted to any of the said gates, to the Grantee, without undue delay.

5 COSTS

The Grantee and the Grantor shall each be liable for their own costs including legal costs or expenses, incurred arising from or incidental to the preparation, registration and enforcement of any provision in this Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

Easement

Dated:

of

Pages

6 ASSIGNMENT

6.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to land:

6.1.1 any Crown entity as defined in Section 2 (1) of the Public Finance Act 1989;

6.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

6.1.3 any person who holds the land in trust for the Grantee; or

6.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonable withheld.

6.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

7 DELEGATION

All rights, benefits, and obligations of a party to this Instrument arising under this Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

Easement

Dated:

of

Pages

8 NOTICES

8.1 Any notice to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

8.1.1 the Grantor's address as set out in paragraph 1 of Schedule B;

8.1.2 the Grantee's address as set out in paragraph 2 of Schedule B.

8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9 SEVERABILITY

If any part of this Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

SCHEDULE B

1 GRANTOR'S ADDRESS:

[]

2 GRANTEE'S ADDRESS:

Land Information New Zealand
Level 7, Radio New Zealand House
155 The Terrace
P.O. Box 5501
Wellington 6145

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**9.3 TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF CAMPGROUND
– LAND SWAP**

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

[Munro Family Holdings Limited]

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this day of 20

Attestation

Signature of Director

Signature of Director

Signed in my presence by the Grantee

Signature of witness

Witness Name

Occupation

Address

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness Name

Occupation

Address

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

Easement Instrument Dated Page of pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference) (the Easement Area)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A SO 577243	Section 4 SO 577243	Sections 9, 10, and 13 SO 577243
	B SO 577243	Section 11 SO 577243	
	C SO 577243	Section 4 SO 577243	Section 13 SO 577243
	D SO 577243	Section 11 SO 577243	

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **added** to by the provisions set out in the Annexure Schedule

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

Easement Instrument

Dated

Page

of

pages

ANNEXURE SCHEDULE

EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)

1 OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way at all times to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantor.
- 1.4 The right of way includes the right to:
 - 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
 - 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.
- 1.5 No farm animal or domestic animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2 REPAIR, MAINTENANCE AND COSTS

- 2.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 2.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 2.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
 - 2.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - 2.3.2 the balance of those costs is payable in accordance with clause 2.1.

3 COMPLIANCE WITH LEGISLATION

- 3.1 The Grantee will:
 - (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

Easement Instrument Dated Page of pages

- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

4. INDEMNITY

- 4.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

Easement Instrument

Dated

Page

of

pages

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

Easement Instrument

Dated

Page of pages

CONTINUATION OF "ATTESTATION"

*Signed by the following trustees of [Insert]Trust
as Grantor:*

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

Witness Name
Occupation
Address

All signing parties and either their witnesses or solicitors must sign or initial this box

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF CAMPGROUND – LAND SWAP

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



Gisborne Land District
Territorial Authority: Opotiki District
Compiled as a graphic representation.
Boundaries are indicative only.
Te Arawhiti

**Tirohanga site A and B
proposed right of way easements**
For discussion purposes only

— Tirohanga Dunes Conservation Area
- - - Proposed right of way easements

**9.4 TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of Trustees of XXX Trust]

Grantee

[Insert names of Trustees of XXX Trust]

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this day of 20

Attestation

<p>See annexure schedule</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of witness</i></p> <p>Witness Name</p> <p>Occupation</p> <p>Address</p>
------------------------------	--

<p>See annexure schedule</p>	<p>Signed in my presence by the Grantor</p> <p>_____</p> <p><i>Signature of witness</i></p> <p>Witness Name</p> <p>Occupation</p> <p>Address</p>
------------------------------	--

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

Easement Instrument Dated Page of pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A and B SO 577243 Easement Area	Sections 4 and 11 SO 577243	Sections 9, 10 and 13 SO 577243

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

Easement Instrument

Dated

Page

of

pages

ANNEXURE SCHEDULE

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND
CONDITIONS)**

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way at all times to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantor.
- 1.4 The right of way includes the right to:
- 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
- 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.
- 1.5 No farm animal or domestic animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2. REPAIR, MAINTENANCE AND COSTS

- 2.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 2.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 2.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 2.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 2.3.2 the balance of those costs is payable in accordance with clause 2.1.

3. COMPLIANCE WITH LEGISLATION

- 3.1 The Grantee will:
- (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

Easement Instrument

Dated

Page

of

pages

- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

4. INDEMNITY

- 4.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

Easement Instrument

Dated

Page

of

pages

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

Easement Instrument

Dated

Page of pages

CONTINUATION OF "ATTESTATION"

*Signed by the following trustees of [Insert]Trust
as Grantor:*

In the presence of:

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

Witness Name
Occupation
Address

_____ *[name of trustee]*

*Signed by the following trustees of [Insert]Trust
as Grantee:*

In the presence of:

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

Witness Name
Occupation
Address

_____ *[name of trustee]*

All signing parties and either their witnesses or solicitors must sign or initial this box

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF TIROHANGA DUNES
SITE 1 – LAND SWAP

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE
DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



**9.5 TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

[Munro Family Holdings Limited]

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this day of 20

Attestation

<p>_____ <i>Signature of Director</i></p> <p>_____ <i>Signature of Director</i></p>	<p>Signed in my presence by the Grantee</p> <p>_____ <i>Signature of witness</i> Witness Name Occupation Address</p>
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<p>See annexure schedule</p>	<p>Signed in my presence by the Grantor</p> <p>_____ <i>Signature of witness</i> Witness Name Occupation Address</p>
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I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument Dated Page of pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference) (the Easement Area)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A SO 577243	Section 4 SO 577243	Sections 9 and 13 SO 577243
	C SO 577243	Section 4 SO 577243	Section 13 SO 577243
	E SO 577243	Section 12 SO 577243	

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument

Dated

Page

of

pages

ANNEXURE SCHEDULE

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND
CONDITIONS)**

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way at all times to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantor.
- 1.4 The right of way includes the right to:
- 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
- 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.
- 1.5 No farm animal or domestic animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2. REPAIR, MAINTENANCE AND COSTS

- 2.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 2.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 2.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 2.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 2.3.2 the balance of those costs is payable in accordance with clause 2.1.

3. COMPLIANCE WITH LEGISLATION

- 3.1 The Grantee will:
- (a) Comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015):

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument Dated Page of pages

- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

4. INDEMNITY

- 4.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument Dated Page of pages

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument

Dated

Page

of

pages

CONTINUATION OF "ATTESTATION"

Signed by the following trustees of [Insert] Trust
as Grantor:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

Witness Name

Occupation

Address

All signing parties and either their witnesses or solicitors must sign or initial this box

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE
INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION
NEW ZEALAND]



**9.6 TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of Trustees of XXX Trust]

Grantee

[Insert names of Trustees of XXX Trust]

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this day of 20

Attestation

<p>See annexure schedule</p>	<p>Signed in my presence by the Grantee</p> <hr/> <p><i>Signature of witness</i> Witness Name Occupation Address</p>
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<p>See annexure schedule</p>	<p>Signed in my presence by the Grantor</p> <hr/> <p><i>Signature of witness</i> Witness Name Occupation Address</p>
------------------------------	--

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

[Signature line]

Certified by [Practitioner for Grantee] or [Grantee]

¹See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument Dated Page of pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A SO 577243 Easement Area	Section 4 SO 577243	Sections 9 and 13 SO 577243

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument Dated Page of pages

ANNEXURE SCHEDULE

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND
CONDITIONS)**

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way at all times to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantor.
- 1.4 The right of way includes the right to:
 - 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
 - 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.
- 1.5 No farm animal or domestic animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2. REPAIR, MAINTENANCE AND COSTS

- 2.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 2.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 2.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
 - 2.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - 2.3.2 the balance of those costs is payable in accordance with clause 2.1.

3. COMPLIANCE WITH LEGISLATION

- 3.1 The Grantee will:
 - (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument Dated Page of pages

- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

4. INDEMNITY

- 4.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument Dated Page of pages

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument Dated Page of pages

CONTINUATION OF "ATTESTATION"

Signed by the following trustees of [Insert]Trust

as Grantor:

In the presence of:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

Witness Name

[name of trustee]

Occupation

Address

Signed by the following trustees of [Insert]Trust

as Grantee:

In the presence of:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

Witness Name

[name of trustee]

Occupation

Address

All signing parties and either their witnesses or solicitors must sign or initial this box

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF TIROHANGA DUNES
SITE 1 – NO LAND SWAP

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE
DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



9.7 OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

Ōpōtiki District Council

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this day of 20

Attestation

Signed for and on behalf of the Ōpōtiki District Council by its [attorney / authorised signatory] by:

Print name:
Position:

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness
Witness Name
Occupation
Address

See Annexure schedule for Grantor execution

Signed in my presence by the Grantor

Signature of witness
Witness Name
Occupation
Address

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument Dated Page of pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	A on SO 574528 B on SO 574528 Easement Area	Section 4 Block I Waiaua Survey District Lot 1 DP 5463	In gross

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument Dated Page of pages

ANNEXURE SCHEDULE

EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way to, at all times, to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantee.
- 1.4 The right of way includes the right to:
 - 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
 - 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.

2. PUBLIC ACCESS

- 2.1 The right of way includes the right for the Grantee to permit the general public to go over and along the easement facility on foot or with any vehicle (including motorbikes and bicycles).

3. REPAIR, MAINTENANCE AND COSTS

- 3.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 3.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 3.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
 - 3.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - 3.3.2 the balance of those costs is payable in accordance with clause 3.1.

4. COMPLIANCE WITH LEGISLATION

- 4.1 The Grantee will:
 - (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument

Dated

Page

of

pages

- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

5. INDEMNITY

- 5.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument

Dated

Page

of

pages

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument

Dated

Page

of

pages

CONTINUATION OF "ATTESTATION"

Signed by the following trustees of
[Insert]Trust as Grantor:

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

In the presence of:

**Witness Name
Occupation
Address**

All signing parties and either their witnesses or solicitors must sign or initial this box

9.8 RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement

Approved by Registrar-General of Land under No.2007/6225
Easement instrument to grant easement or *profit à prendre*
Section 109 Land Transfer Act 2017

Land registration district

Gisborne

[BARCODE]

Grantor

[the trustees of the [Whakatōhea Settlement] Trust]

Grantee

His Majesty the King in Right of New Zealand acting by and through the Minister of Conservation

Grant of Easement

The Grantor being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** in gross and in perpetuity the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

20

Attestation

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of **HIS MAJESTY THE KING** as Grantee by

[[Operations manager] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and clause 2 of schedule 6 of the Public Service Act 2020]

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Approved by Registrar-General of Land under No.2007/6225

Annexure Schedule 1

Easement Instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	A and C on SO 573751 B on SO 573751 Easement Area	Section 1 SO 573751 Section 2 SO 573751	In gross

Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

All signing parties and either their witnesses or solicitors must sign or initial in this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041

Easement

Annexure Schedule 2

Insert type of instrument

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions:

In this Easement Instrument, unless the context otherwise requires:

1.1.1. “**His Majesty the King** in right of New Zealand acting by and through the Minister of Conservation” includes the servants, tenants, agents, workers, contractors, licensees and invitees of the Minister.

1.2. Construction:

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1. the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2. references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3. references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4. the singular includes the plural and vice versa, and words importing any gender include the other genders.

2. OPERATIVE CLAUSE

2.1. Pursuant to section [x] of the [Whakatōhea Claims Settlement Act 20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in the easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

All signing parties and either their witnesses or solicitors must sign or initial in this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041

Easement

Annexure Schedule 2

Insert type of instrument

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

3. RIGHT OF WAY

- 3.1. The right of way includes the right for the Grantee to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms), dogs and horses to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities.
- 3.2. The right of way includes:
- 3.2.1. the right to repair and maintain the existing access track on the Easement Area and any improvements, and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;
 - 3.2.2. the right to have the Easement Area kept clear at all times of obstructions, deposits of materials, or unreasonable impediment to the use and enjoyment of the Easement Area;
 - 3.2.3. the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of access, including the installation of bridges, track markers and stiles; and
 - 3.2.4. the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Burdened Land.

4. GENERAL RIGHTS

- 4.1. The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.
- 4.2. Except as provided in this easement the Grantee must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights of any other party
- 4.3. The Grantee may transfer or otherwise assign this easement, with the Grantor's consent, which must not be unreasonably withheld, but only to a Crown body, local authority or other similar public body.

All signing parties and either their witnesses or solicitors must sign or initial in this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

5. REPAIR, MAINTENANCE, AND COSTS

5.1. Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is varied and replaced with the following:
The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

6. RIGHTS OF ENTRY

6.1. For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld but may be given subject to any reasonable conditions:

6.1.1. enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

6.1.2. remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and

6.1.3. leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.

6.2. The Grantee will comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations, and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened Land at the request of the Grantee.

6.3. The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.

6.4. The Grantee must ensure that all work is performed in a proper and workmanlike manner.

6.5. The Grantee must ensure that all work is completed promptly.

6.6. The Grantee must immediately make good any damage done to the Burdened Land by restoring the surface of the land as nearly as possible to its former condition.

6.7. The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land.

7. GRANTOR'S RIGHTS

7.1. The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Burdened Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage provided that the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

All signing parties and either their witnesses or solicitors must sign or initial in this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

8. DEFAULT

8.1. If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

- 8.1.1. the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation; and
- 8.1.2. if, at the expiry of the 7 working day period, the party in default has not met the obligation, the other party may:
 - (a) meet the obligation; and
 - (b) for that purpose, enter the Burdened Land; and
- 8.1.3. the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- 8.1.4. the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

9. DISPUTES

9.1. If a dispute in relation to this easement arises between the Grantor and Grantee:

- 9.1.1. the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 9.1.2. the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- 9.1.3. if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

All signing parties and either their witnesses or solicitors must sign or initial in this box

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

*Signed by the trustees of [Whakatōhea
Settlement] Trust as Grantor:*

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

[Whakatōhea Settlement] Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

9.9 TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

Ōpōtiki District Council

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this day of 20

Attestation

Signed for and on behalf of the Ōpōtiki District Council by its [attorney / authorised signatory] by:

Print name:
Position:

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness
Witness Name
Occupation
Address

See Annexure schedule for Grantor execution

Signed in my presence by the Grantor

Signature of witness
Witness Name
Occupation
Address

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement Instrument Dated Page of pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way (Pedestrian and vehicular)	A, B, and C on SO 576129 Snell Road Easement Area	Section 1 SO 576129	In gross
Right of Way (Pedestrian and cycleway)	B, D, and E on SO 576129 Motu (Dunes) Cycleway Easement Area	Section 1 SO 576129	In gross
Right of way and right to use groundwater testing bores, and right to take and convey water	F on SO 576129 Bores Easement Area	Section 1 SO 576129	In gross

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement Instrument

Dated

Page

of

pages

ANNEXURE SCHEDULE

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND
CONDITIONS)**

1. DEFINITIONS

1.1 In this easement instrument:

1.1.1 **Bores Easement Facility** means:

- (a) the bores within the Bores Easement Area, including any pipes, pipelines pumps, valves, taps cables and any other machinery, equipment, and structure required to use, operate, and maintain the bores, and anything installed in replacement; and
- (b) the surface of the Bores Easement Area used for access to the bores referred to in clause 1.1.1(a);

1.1.2 **Easement Facilities** means together the Bores Easement Facility, Motu (Dunes) Cycleway Easement Facility, and the Snell Road Easement Facility;

1.1.3 **Motu (Dunes) Cycleway Easement Facility** means the track and/or surface of the Motu (Dunes) Cycleway Easement Area, and includes any signage installed pursuant to clause 2.1.2; and

1.1.4 **Snell Road Easement Facility**, means the existing road and/or surface of the Snell Road Easement Area, and includes any replacement road, and signage installed pursuant to clause 2.1.1.

2. OPERATIVE CLAUSE

2.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee:

2.1.1 a right of way at all times, to go over and along the Snell Road Easement Facility, including the right to install safety and directional signage on the Snell Road Easement Area appropriate for road use (**Snell Road Right of Way**);

2.1.2 a right of way at all times to go over and along the Motu (Dunes) Cycleway Easement Facility, including the right to install safety and directional signage on the Motu (Dunes) Cycleway Easement Area appropriate for cycleway and pedestrian use (**Motu (Dunes) Cycleway Right of Way**); and

2.1.3 a right of way, and a right, at all times, to use the Bores Easement Facility for the purposes of accessing, inspecting, testing, taking, conveying and monitoring groundwater (**Bores Easement**).

2.2 The easements referred to in clause 2.1 include the right to locate, repair, maintain, alter, improve, upgrade, renew, and replace the respective Easement Facilities, within their respective Easement Areas.

2.3 The Easement Facilities will at all times be and remain the property of the Grantee.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement Instrument

Dated

Page

of

pages

3. BORES EASEMENT

3.1 The Grantor will not:

- (a) plant vegetation, or permit vegetation to grow (excluding grass and tussock vegetation); or
- (b) build or erect any structure or improvement,

on the Bores Easement Area which could damage, obstruct, or interfere with the Bores Easement Facility.

3.2 The Grantee will provide a schedule to the Grantor annually in advance, setting out the time periods during which the Grantee intends to access the Bores Easement Area to use the Bores Easement Facility (which may be amended by the Grantee providing reasonable prior written notice of the amendment, including for required changes due to weather). The Grantee must give the Grantor reasonable prior written notice of any changes to that schedule, or of its intention to enter the Bores Easement Area, if it wishes to do so at a time not specified in that schedule.

4. PUBLIC ACCESS – SNELL ROAD RIGHT OF WAY AND MOTU (DUNES) CYCLEWAY RIGHT OF WAY

4.1 The Snell Road Right of Way includes the right for the Grantee to permit the general public to go over and along the Snell Road Easement Facility.

4.2 The Motu (Dunes) Cycleway Right of Way includes the right for the Grantee to permit the general public to go over and along the Motu (Dunes) Cycleway Easement Area, but only on foot or by bicycle (including electric bicycles). Without limiting the Grantee's rights, the public are not otherwise permitted to use or access the Motu (Dunes) Cycleway Easement Area with vehicles (including motorbikes or horses).

4.3 The Grantee will ensure:

- 4.3.1 no firearms are to be taken on to the Snell Road Easement Area or the Motu (Dunes) Cycleway Easement Area; and
- 4.3.2 any dogs brought on to the Snell Road Easement Area or Motu (Dunes) Cycleway Easement Area must be kept under control at all times.

5. GENERAL REPAIR, MAINTENANCE AND COSTS

5.1 The Grantee will, at its cost, keep the Easement Facilities in good order and repair and prevent them from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.

5.2 Any repair or maintenance of any Easement Facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.

5.3 However, if the repair and maintenance of the relevant Easement Facility is only partly attributable to an act or omission by the Grantor or Grantee:

- 5.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement Instrument Dated Page of pages

5.3.2 the balance of those costs is payable in accordance with clause 5.1.

6. IMPLIED EASEMENT RIGHTS APPLY

6.1 To avoid doubt, the provisions the Land Transfer Regulations 2018, including the definitions, which apply to the easements granted by this easement instrument (except as varied or added to by this easement instrument) also apply to the Bores Easement (as applicable, and except as varied or modified by this easement instrument).

7. COMPLIANCE WITH LEGISLATION

7.1 The Grantee will:

- (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);
- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

8. INDEMNITY

8.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement Instrument

Dated

Page

of

pages

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement Instrument

Dated

Page

of

pages

CONTINUATION OF "ATTESTATION"

*Signed by the following trustees of [Insert]Trust
as Grantor:*

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

**Witness Name
Occupation
Address**

All signing parties and either their witnesses or solicitors must sign or initial this box

**9.10 TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR
CERTAIN RIGHTS**

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
RIGHTS**

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

Ōpōtiki District Council

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this day of 20

Attestation

Signed for and on behalf of the Ōpōtiki District Council by its [attorney / authorised signatory] by:

Print name:
Position:

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness Name
Occupation
Address

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness Name
Occupation
Address

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
RIGHTS**

Easement Instrument

Dated

Page

of

pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way (Pedestrian and cycleway)	[The areas outlined with a black pecked line on deed plan OMCR-087-26. Subject to survey.] Pedestrian Right of Way Easement Area	[Allotments 339 and 343, Part Allotments 334, 340, 342 and 345 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right of way (Pedestrian and Vehicular) and right to park	[The area outlined with a red pecked line on deed plan OMCR-087-26. Subject to survey.] Carpark Easement Area	[Allotment 346 and Part Allotment 342 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right to convey electricity	[The areas outlined with an orange pecked line on deed plan OMCR-087-26. Subject to survey.] Electricity Easement Area	[Allotments 339 and 343, and Part Allotment 340 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right to convey sewage	[The areas outlined with a purple pecked line on deed plan OMCR-087-26. Subject to survey.] Sewage Easement Area	[Allotment 343 and Part Allotments 340, 342, and 345 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right to convey stormwater	[The areas outlined with a blue pecked line on deed plan OMCR-087-26. Subject to survey.] Stormwater Easement Area	[Allotment 343, and Part Allotments 334, 340 and 342 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right to convey water	“[The areas outlined with a green pecked line on deed plan OMCR-087-26. Subject to survey.]” Water Supply Easement Area	[Allotments 343 and 339, and Part Allotments 334 and 340 Section 1 Town of Opotiki. Subject to survey.]	In gross

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
RIGHTS**

Easement Instrument Dated Page of pages

ANNEXURE SCHEDULE

1. DEFINITIONS

1.1 In this easement instrument:

- 1.1.1 **Carpark Easement Facility** means the surface of the easement area and includes any signage installed pursuant to clause 2.1.2.
- 1.1.2 **Easement Facilities** means together the Carpark Easement Facility, the Pedestrian Right of Way Easement Facility, and the easement facilities in respect of the Service Easements.
- 1.1.3 **Granteeor's Master Plan** means the plan prepared by the Grantee agreed between the Grantor and the Grantee relating to the Services Easements' easement facilities and the Public Recreation Structures, and any amendment to that plan agreed in writing by the parties.
- 1.1.4 **Pedestrian Right of Way Easement Facility** means the track and/or surface of the Right of Way (Pedestrian) Easement Area, and includes:
 - (a) the Public Recreation Structures installed on the easement area; and
 - (b) any signage installed pursuant to clause 2.1.1
- 1.1.5 **Public Recreation Structures** means the skate park and pump track located on the easement area.
- 1.1.6 **Services Easements** means the rights to convey electricity, sewage, stormwater and water granted under this easement instrument (as set out in Schedule A).

2. OPERATIVE CLAUSE

2.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee:

- 2.1.1 a right of way at all times to go over and along the Pedestrian Right of Way Easement Facility, for use as a public pedestrian walkway and cycleway, including:
 - (a) the right to locate, access, operate and maintain the Public Recreation Structures; and
 - (b) the right to install safety and directional signage on the easement area appropriate for cycleway and pedestrian use (**Pedestrian Right of Way**); and
- 2.1.2 a right of way at all times (including for use by the public), to:
 - (a) go over and along the Carpark Easement Facility, and
 - (b) stop, leave and provide public parking of vehicles on the Carpark Easement Facility, including the right to install safety and directional signage on the Carpark Easement Area appropriate for road/carpark use; and

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
RIGHTS**

Easement Instrument

Dated

Page

of

pages

- 2.1.3 the Services Easements, on the terms implied by the Land Transfer Regulations 2018 (except as modified by this easement instrument).
- 2.2 The easements referred to in clause 2.1 include the right to locate, repair, maintain, alter, improve, upgrade, enlarge, expand, extend, renew, and replace the respective Easement Facilities (including the right to increase the diameter of any pipes that form part of the Easement Facilities in respect of the Services Easements, and the right to install additions and extensions to the Public Recreation Structures), within their respective easement areas, and such Easement Facilities will at all times be and remain the property of the Grantee.
- 2.3 Any construction of, or changes made to, any:
- 2.3.1 Easement Facilities to be constructed in respect of the Services Easements, and
- 2.3.2 Public Recreation Structures, pursuant to clause 2.2, will be as agreed between the Grantor and Grantee and recorded in the Granteeor's Master Plan.
- 3. PEDESTRIAN RIGHT OF WAY**
- 3.1 Without limiting the Grantee's rights, the right of the public to go over and along the Pedestrian Right of Way Easement Facility:
- 3.1.1 is limited to the right to go over and along the Pedestrian Right of Way Easement Facility on foot or by bicycle, e-bike, electric powered disabled persons' mobility devices or by any other form of human powered transportation;
- 3.1.2 includes the right to go over and along the Pedestrian Right of Way Easement Facility with or without any kind of domestic animal on a lead (and otherwise in accordance with any applicable legal requirement);
- 3.1.3 does not include the right to go over and along the Pedestrian Right of Way Easement Facility with any type of powered motor vehicle (other than e-bike, electric powered disabled persons' mobility devices) including but not limited to cars, trucks, vans, motorbike.
- 3.2 To avoid doubt, no horses are permitted on the Pedestrian Right of Way Easement Area, or the Carpark Easement Area.
- 4. REPAIR, MAINTENANCE AND COSTS**
- 4.1 The Grantee will, at its cost, keep the Easement Facilities in good order and repair and prevent the Easement Facilities from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 4.2 Any repair or maintenance of any Easement Facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
RIGHTS**

Easement Instrument

Dated

Page

of

pages

4.3 However, if the repair and maintenance of the relevant Easement Facility is only partly attributable to an act or omission by the Grantor or Grantee, –

4.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and

4.3.2 the balance of those costs is payable in accordance with clause 4.1.

5. COMPLIANCE WITH LEGISLATION

5.1 The Grantee will:

5.1.1 comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

5.1.2 work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;

5.1.3 not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and

5.1.4 at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

6. INDEMNITY

6.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

All signing parties and either their witnesses or solicitors must sign or initial this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
RIGHTS**

Easement Instrument

Dated

Page

of

pages

CONTINUATION OF "ATTESTATION"

*Signed by the following trustees of
[Insert]Trust as Grantor:*

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

_____ *[name of trustee]*

In the presence of:

**Witness Name
Occupation
Address**

All signing parties and either their witnesses or solicitors must sign or initial this box

**9.11 PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN
GROSS**

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Easement

Approved by Registrar-General of Land under No.2007/6225
Easement instrument to grant easement or *profit à prendre*
Section 109 Land Transfer Act 2017

Land registration district

Gisborne

[BARCODE]

Grantor

His Majesty the King in Right of New Zealand acting by and through the Minister of Conservation

Grantee

His Majesty the King in Right of New Zealand acting by and through the Minister of Conservation

Grant of Easement

The Grantor being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** in gross and in perpetuity the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

20

Attestation

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of **HIS MAJESTY THE KING** as Grantee acting by and through the Minister of Conservation pursuant to section [XX] of the Whakatōhea Claims Settlement Act 20XX

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹

Certified by [Practitioner for Grantee] or [Grantee]

All signing parties and either their witnesses or solicitors must sign or initial in this box

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by Registrar-General of Land under No.2007/6225
Annexure Schedule 1

Easement Instrument Dated Page of Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	[The areas shown outlined in blue (Area A) and delineated by an orange pecked line (Area B) on the aerial plan (Area B will be generally 5 metres wide) (subject to survey)]. Easement Area	[Section [] on SO Plan [] Subject to survey]	In gross

Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

All signing parties and either their witnesses or solicitors must sign or initial in this box

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041
Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

RIGHTS AND POWERS

1. Definitions and interpretation

1.1 In this Easement:

1.1.1 **"Disability Assist Dog"** means a disability assist dog as defined in section 2 of the Dog Control Act 1996 (or any equivalent section or Act).

1.1.2 **"Grantee"** includes, where specified in this Easement Instrument, the agents, employees, contractors, licensees and/or invitees of the Minister.

1.1.3 **"Grantor":**

- a. means the registered proprietor of the Burdened Land; and
- b. where the context requires, includes the agents, employees, contractors, tenants, licensees, other invitees of the Grantor.

1.1.4 **"Grantee's Structure"** means any structure erected in the Easement Area and owned by the Grantee or the Grantee's agent, employee, contractor or licensee including the existing toilet, shelter, picnic tables, signage and carpark barriers; and

1.1.5 **"Personal Mobility Device" means:**

- a. a vehicle that:
 - i. is designed and constructed, or is adapted, for use by persons who require mobility assistance due to a physical or neurological impairment; and
 - ii. is powered by hand or by a motor that has a maximum power output not exceeding 1500 watts; or
- b. a vehicle that has been declared under section 168A(1) of the Land Transport Act 1998 to be a mobility device (or any equivalent section or Act).

1.1.6 **"Repair and maintenance"** includes replacement.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

1.2 In the interpretation of this Easement Instrument, unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of the Easement Instrument;
- 1.2.2 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.3 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2. Operative clause

2.1 Pursuant to section [XX] of the Whakatōhea Claims Settlement Act 20XX, the Grantor transfers and grants to the Grantee in perpetuity the rights in the easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

3. Rights of way

3.1 The right of way includes, to the extent the Grantor has not closed or restricted access to the Easement Area under clause 9, –

- 3.1.1 the right for the public as the Grantee's invitees to go over and along and park on [Area A] in the Easement Area in light motor vehicles;
- 3.1.2 the right for the public as the Grantee's invitees to go over and along the Easement Area on foot, horseback, Personal Mobility Device, bicycle, and e-bikes with disability assist dogs, to access the Pakihi Track, and make reasonable use of the Grantee's Structures;
- 3.1.3 the right of the Grantee and the Grantee's agents, employees, licensees (including concessionaires) and contractors to go over and along the Easement Area. That right to go over and along is exercisable at all times, by day and by night, and is exercisable with or without vehicles, machinery, tools and equipment, horses, guns and dogs of any kind for conservation work and other purposes set out in this easement;
- 3.1.4 the right of the Grantee to have the Easement Area kept clear at all times of obstructions, whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the track, any replacement driveway, or the Grantor's Structures;
- 3.1.5 the right for the Grantee and the Grantee's agents, employees, and contractors to improve the Easement Area in any way it considers appropriate (altering if necessary the state of that land), including by widening the existing track or sealing or widening the existing carpark or any replacements, but consistent with its purposes of public access.
- 3.1.6 the right for the Grantee to erect and display notices, signage, stiles and track markers on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land; and
- 3.1.7 the right for the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

4. Right to locate structures

4.1 The right to locate structures includes the right of the Grantee to have located at no cost, repair, maintain and replace the Grantee's Structures, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted.

5. Grantor's rights

5.1 The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Burdened Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres.

6. General rights and obligations

6.1 Except as provided under clauses 5.1 or 9, the Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee or its agents, employees, contractors and invitees under this Easement or interfere with the efficient operation of the Easement Area.

6.2 The Grantee may transfer or otherwise assign this Easement to a Crown body, local authority or other body that has responsibility for managing the Easement Area or public conservation land adjoining the Easement Area.

6.3 The rights under this Easement do not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.

6.4 Except as provided in clauses 3.1.2 and 3.1.3, no animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.

6.5 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

7. Repair, maintenance and costs

7.1 Subject to clauses 7.2 and 7.5, the Grantee is responsible for arranging the repair and maintenance of the track and carpark area in the Easement Area and for the associated costs, so as to keep the track and carpark area to a standard suitable for its use.

7.2 If the Grantee and the Grantor share the use of the carpark area or any replacement, each of them is responsible for arranging the repair and maintenance of the carpark on the Easement Area and for the associated costs, so as to keep the carpark to a standard suitable for their use.

7.3 The Grantee must meet any associated requirements of the relevant local authority.

7.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this Easement.

7.5 The Grantor must repair at its cost all damage caused to the track, carpark, Grantor's Structures or any replacements through its negligence or improper actions.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041
Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

8. Rights of entry

8.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in this Easement, the Grantee or its agents, employees, or contractors may, with the consent of the Grantor, which must not be unreasonably withheld or delayed but may be given subject to any reasonable conditions –

8.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary vehicles, machinery, tools and equipment of any kind;

8.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

8.1.3 leave any vehicles, machinery or equipment on the Grantor's Land for a reasonable time if work is proceeding.

8.2 The Grantee must:

8.2.1 comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations, and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened Land at the request of the Grantee.

8.2.2 ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor;

8.2.3 ensure that all work is performed in a proper and workmanlike manner;

8.2.4 ensure that all work is completed promptly;

8.2.5 immediately make good any damage done by the Grantee to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition; and

8.2.6 compensate the Grantor for all damages caused by the Grantee to any buildings, erections, or fences on the Grantor's Land.

9. Closure/restrictions on access

9.1 The Grantor may, by prior notice in writing to the Grantee, close or otherwise restrict the use of the Easement Area only:

9.1.1 during the hours of darkness; or

9.1.2 for reasons relating to the safety of those using the Easement Area or of those working on the Grantor's Land; or

9.1.3 for reasons relating to the protection of the trees, buildings, plant, equipment and related items on the Grantor's Land.

9.2 In the event of any closure of the Easement Area under this clause 9, the Grantor shall cause notices indicating such closure to be displayed alongside any notices erected in accordance with clause 7.1.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041
Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

10. Grantee's Structures

10.1 The Grantee's Structures are and shall remain the sole property of the Grantee or the Grantee's agent, employee, contractor or licensee (as the case may be). No person shall have any interest in the Grantee's Structures by reason only of having an interest or estate in the Grantor's Land.

11. Default

11.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement –

11.1.1 The party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation.

11.1.2 If, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may –

- a. meet the obligation; and
- b. for that purpose, enter the Grantor's Land.

11.1.3 The party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation.

11.1.4 The other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

12. Disputes

12.1 If a dispute in relation to this Easement or its interpretation arises between the Grantor and Grantee –

12.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party;

12.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

12.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) –

- a. the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- b. the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041
Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continuation of "Attestation"

Signed by **His Majesty the King in Right of New Zealand** as Grantor **acting by and through the Minister of Conservation** pursuant to section [XX] of the Whakatōhea Claims Settlement Act 20XX

[Name of Minister]

In the presence of:

Name:

Occupation:

Address:

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041
Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

SCHEDULE

1 GRANTOR'S ADDRESS:

Department of Conservation[enter address]

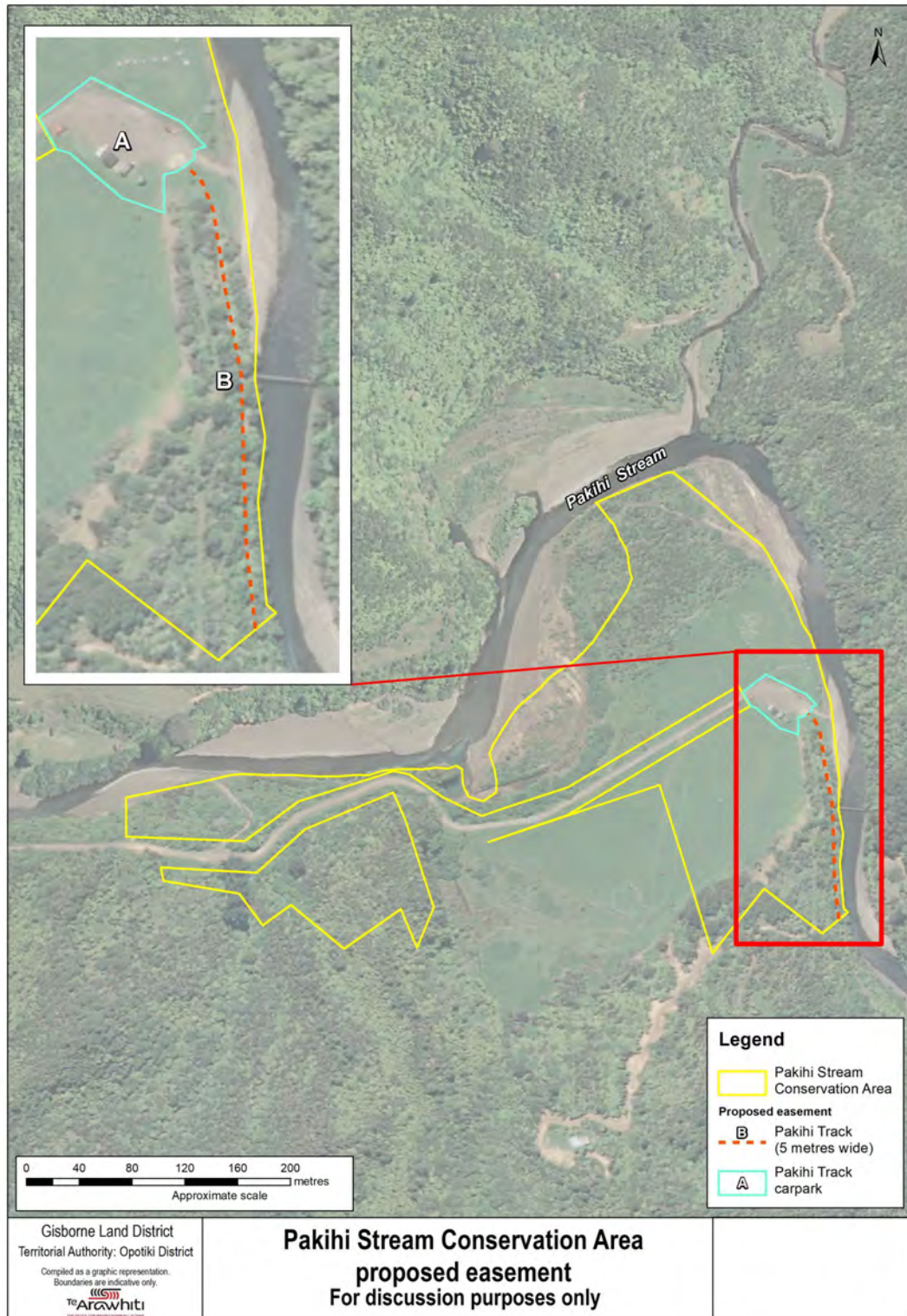
2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



10. LEASES FOR LEASEBACK PROPERTIES

10.1 LEASE WITH MINISTRY OF EDUCATION

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

10.1: LEASE WITH MINISTRY OF EDUCATION

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

[]

[]

[]

Lessor

[]

Lessee

HIS MAJESTY THE KING for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number " etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected record of title(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Attestation

Signature of the Lessor	Signed in my presence by the Lessor
<p>_____</p> <p>[name]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[name]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[name]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[name]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

<p>_____</p> <p>[name]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[name]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[name]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[name]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

<p>Signature of the Lessee</p> <p>Signed for and on behalf of HIS MAJESTY THE KING as Lessee by [name] (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p>Signed in my presence by the Lessee</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 2017

<hr/>

Solicitor for the Lessee

* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 1 of 18 Pages

Insert instrument type

Lease Instrument

BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between **Whakatōhea** and the Crown, under which the parties agreed to transfer the Land to [*insert name of post-settlement governance entity*] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 THE LAND

[*insert full legal description - note that improvements are excluded*].

ITEM 2 START DATE

[*insert start date*].

ITEM 3 ANNUAL RENT

[\$*insert agreed rent*] plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

ITEM 4 TERM OF LEASE

21 Years.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 2 of 18 Pages

Insert instrument type

Lease Instrument

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each with the first renewal date being the 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: [***List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land***].

[]

The above information is taken from the Lessee's records as at []. A site inspection was not undertaken to compile this information.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page **5** of **18** Pages

Insert instrument type

Lease Instrument

SCHEDULE B

1 Definitions

1.1 The term “**Lessor**” includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term “**Lessee**” includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 “**Business Day**” means a day that is not:

- (a) a Saturday or Sunday; or
- (b) any day which is or becomes a public holiday under the Holidays Act 2003; or
- (a) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (b) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or

1.2 “**Crown**” has the meaning given in section 2(1) of the Public Finance Act 1989.

1.3 “**Crown Body**” means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page **6** of **18** Pages

Insert instrument type

Lease Instrument

- (ii) a Crown entity;
 - (iii) a State enterprise; and
 - (b) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.2 **“Department”** has the meaning given in section 2 of the Public Finance Act 1989.
- 1.3 **“Education Purposes”** means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.4 **“Legislation”** means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.5 **“Lessee’s Improvements”** means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.6 **“Lessee’s property”** includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.7 **“Maintenance”** includes repair.
- 1.8 **“Public Work”** has the meaning given in section 2 of the Public Works Act 1981.
- 1.9 **“Sublet”** and **“Sublease”** include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at **6%** of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 7 of 18 Pages

Insert instrument type

Lease Instrument

3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of **6%** of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on **3.5%** growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on **3.5%** growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
 - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date (“Rent Review Notice”). The Rent Review Notice must be supported by a registered valuer’s certificate.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page **8** of **18** Pages

Insert instrument type

Lease Instrument

- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 9 of 18 Pages

Insert instrument type

Lease Instrument

- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 Payment of Lessee Outgoings

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

5 Valuation Roll

Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 Utility Charges

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

8 Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 10 of 18 Pages

Insert instrument type

Lease Instrument

9 Permitted Use of Land

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

10 Designation

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11 Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12 Hazards

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 Damage or Destruction

13.1 Total Destruction

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

13.2 Partial Destruction

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page **11** of **18** Pages

Insert instrument type

Lease Instrument

- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
 - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
 - (ii) any necessary council consents shall not be obtainable,
- then the term will terminate with effect from the date that either such fact is established.

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
 - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 12 of 18 Pages

Insert instrument type

Lease Instrument

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

14 Contamination

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15 Easements

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 Lessee's Improvements

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page **13** of **18** Pages

Insert instrument type

Lease Instrument

- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 Rubbish Removal

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 Signs

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 14 of 18 Pages

Insert instrument type

Lease Instrument

19 Insurance

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 Fencing

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 15 of 18 Pages

Insert instrument type

Lease Instrument

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

23 Subletting

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

24 Occupancy by School Board of Trustees

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.

24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

25 Lessee Break Option

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

26 Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

27 Notice of Breach

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 16 of 18 Pages

Insert instrument type

Lease Instrument

- 27.2 on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
 - (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
 - (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.
- 27.3 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 Renewal

- 28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.
- 28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 Right of First Refusal for Lessor's Interest

- 29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.
- 29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.
- 29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 17 of 18 Pages

Insert instrument type

Lease Instrument

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

30 Exclusion of Implied Provisions

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

31 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

32 Disputes

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

33 Service of Notices

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[insert contact details]

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

10.1: LEASE WITH MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 18 of 18 Pages

Insert instrument type

Lease Instrument

34 Registration of Lease

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 Costs

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

36 Limitation of Liability

36.1 If any person enters into this lease as trustee of a trust, then that person warrants that:

- (a) that person has power to enter into this lease under the terms of the trust; and
- (b) that person has properly signed this lease in accordance with the terms of the trust; and
- (c) that person has the right to be indemnified from the assets of the trust; and
- (d) and that right has not been lost or impaired by any action of that person including entry into this lease; and
- (e) all of the persons who are trustees of the trust have approved entry into this lease.

36.2 If that person has no right to or interest in any assets of the trust, except in that person's capacity as a trustee of the trust, then that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount").

36.3 If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

10.2 LEASE WITH MINISTRY OF JUSTICE

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

10.2: LEASE WITH MINISTRY OF JUSTICE

(MINISTRY OF JUSTICE)

LESSOR:

[IWI GOVERNANCE ENTITY]

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should be registered or noted.

.....
Certified by (Practitioner or Lessee) or (Lessee)

LESSEE:

HIS MAJESTY THE KING

acting by and through the Chief
Executive of the Ministry of Justice

Particulars entered in the
Register as shown herein
on the date and at the
time endorsed below

MEMORANDUM OF LEASE

THE CHIEF EXECUTIVE
MINISTRY OF JUSTICE
WELLINGTON

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.2: LEASE WITH MINISTRY OF JUSTICE

MINISTRY OF JUSTICE

LONG TERM LEASE OF BARE GROUND

FOR COURTHOUSE PURPOSES

[IWI GOVERNANCE ENTITY] (hereafter called “**the Lessor**”) being registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed in Record of Title [] Gisborne Land Registration District for a fee simple estate in that piece of land containing 721 square metres more or less, situated at the corner of Church Street and Elliot Street, Opotiki being the Opotiki District Court land and being comprised and described therein.

does hereby lease to **HIS MAJESTY THE KING** acting through the Chief Executive of the Ministry of Justice (hereafter called “**the Lessee**”) all the said land (hereafter called “**the Land**”) to be held by the Lessee as tenant for a term of five (5) years at the yearly rental of [\$-----] plus GST payable annually in advance on the first day of [] 20[] in each year during the continuance of this Lease subject to the covenants, conditions and restrictions set forth in Schedules A and B following.

The Lessee doth hereby accept the lease of the above described land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants set forth in Schedules A and B following.

Dated this [] day of [] 20[--]

SIGNED by **[IWI GOVERNANCE ENTITY]**)
as Lessor)

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.2: LEASE WITH MINISTRY OF JUSTICE

SIGNED for and on behalf of HIS)
MAJESTY THE KING as Lessee)
(acting by and through the Chief)
Executive of the Ministry of Justice))

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.2: LEASE WITH MINISTRY OF JUSTICE

SCHEDULE A

ITEM 1 THE LAND

All that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

The commencement date of this Lease shall be the [] day of [] 20[--].

ITEM 3 ANNUAL RENTAL

[Value in words (\$0.00)]
per annum plus GST payable annually in advance on the first day of each year during the
continuance of this lease with a first payment due on the [] day of [] 20[--].

ITEM 4 TERM OF LEASE

4.1 Initial term

Five (5) years from the Commencement Date to determination on the [] day of
[] 20[].

4.2 Subsequent terms

Perpetual rights of renewal of five (5) years each from the the [] day of
[] 20[] and each 5th anniversary after that date.

ITEM 5 LESSEE OUTGOINGS

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial,
governmental and any other statutory authority excluding only taxes levied against the
Lessor in respect of its interest in the Land.

5.2 Charges for water, gas, electricity, telephones and other utilities or services.

5.3 Rubbish collection charges.

5.4 All costs associated with the repair, maintenance or replacement of any fencing on the
land.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.2: LEASE WITH MINISTRY OF JUSTICE

ITEM 6 PERMITTED USE

- 6.1 For any Justice Sector related purposes including (but not limited to) a courthouse and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a courthouse on the Land, or any other use which conforms with the local Code of Ordinances or District Plan applying to the premises.
- 6.2 Any secondary use for government works under the Public Works Act 1981 if a part of the land but not a significant part being more than half of the Land, is not required for Courthouse purposes. or
- 6.3 Any use of the Land or any part of the Land consented to by the Lessee as sub Lessor under clause 4.01 of this Lease where both the sub lease and the use of the Land comply with the requirements of clause 4.01.

ITEM 7 RIGHTS OF RENEWAL

Renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

Five (5) yearly from the Commencement Date of this Lease.

ITEM 9 LESSOR'S PROPERTY

Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

All buildings and other improvements together with foundations, sub-soil works and services now or hereafter constructed on the Land by the Lessee or any agent or permitted occupier of the Lessee including, without limitation, the court house building, paving areas and courtyards and asphalted carpark and all fixtures, fittings and chattels therein contained.

ITEM 11 CLAUSE 3.04(b) CHARGEHOLDER'S NOTICE

To: [The Lessor]

(hereafter called "**the Lessor**")

And to:[The Lessee]

(hereafter called "**the Lessee**")

From: [Mortgagee / Chargeholder]

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.2: LEASE WITH MINISTRY OF JUSTICE

(hereafter called “**the Lender**”)

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below (“**the Land**”) which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

It has notice of the provisions of clause 3.04(b) and (c) of the said Lease; and

It agrees that any Lessee’s Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease (hereafter collectively called “**the relevant period**”);

It will not claim any interest in any Lessee’s Improvements under the security for its loan during the relevant period irrespective of how any Lessee’s Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;

It agrees that this acknowledgement is irrevocable.

SCHEDULE ***

[That parcel of land containing _____]

.....

(LENDER EXECUTION)

_____/_____/20

ITEM 12 CLAUSE 3.04(c) CHARGEHOLDER’S NOTICE

To: [The Lessor]
 (hereafter called “**the Lessor**”)

And to: [The Lessee]
 (hereafter called “**the Lessee**”)

From: [Mortgagee/Chargeholder]
 (hereafter called “**the Lender**”)

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.2: LEASE WITH MINISTRY OF JUSTICE

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security (“**the Security**”) given by the Lessor over the land described in the Schedule below (“**the Land**”) it had notice of and agreed to be bound by the provisions of clause 3.04(c) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee’s Improvement is annexed to the Land it:

Will not claim any security interest in any Lessee’s Improvement placed on the Land prior to or after the commencement date of the Security;

Will at all times acknowledge that any Lessee’s Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease.

ITEM 13 ADDRESS FOR SERVICE

Lessor: **[IWI GOVERNANCE ENTITY]**

[City/Town]

Attn: General Manager

Facsimile:

Lessee: Chief Executive
Ministry of Justice
Level 3
Justice Centre
Aitken Street
WELLINGTON (SX 10088, WELLINGTON)

Facsimile: (04) 918 8820

10.2: LEASE WITH MINISTRY OF JUSTICE

SCHEDULE B

PART I - PRELIMINARY

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Lease:

- (a) The expression “**the Lessor**” shall include and bind:
 - (i) the persons executing this lease as Lessor; and
 - (ii) any Lessor for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression “**the Lessee**” shall include and bind:
 - (i) the person executing this lease as Lessee;
 - (ii) all the Lessees for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;and the expression “**the Lessee**” shall include the Lessee’s agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.
- (c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.02 “**Goods and Services Tax**” or “**GST**” means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.

1.03 “**Government Work**” means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.

1.04 “**Lease**” means, unless the context otherwise requires, this lease and any further or renewal term thereof.

1.05 “**Lessee’s Improvements**” shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude “Lessor’s Property”.

1.06 “**Lessee’s Outgoings**” means all outgoings the Lessee is obliged to pay under the provisions of this Lease.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.2: LEASE WITH MINISTRY OF JUSTICE

- 1.07** “**Lessor’s Property**” means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.
- 1.08** “**Value of the Land**” means the market value of the freehold interest in the Land as at the relevant rent review date, as vacant land in an unsubdivided state assessed in accordance with its then current underlying zoning or a courthouse, whichever is the greater, LESS a discount of twenty percent (20%) to reflect the terms and conditions of this Lease while the Ministry of Justice remains the Lessee.
- 1.09** “**The Land**”, “**The Commencement Date**”, “**Annual Rental**”, “**Term of the Lease**” and “**Permitted Use**” shall have the meanings ascribed to them in Schedule A.
- 1.10** The term “**to sublet**” shall include the granting of a licence to occupy the Land or part thereof and “subletting” and “sublease” shall be construed accordingly.
- 1.11** References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.12** A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.13** Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

PART II - LESSEE’S COVENANTS

2.00 LESSEE’S COVENANTS

2.01 ANNUAL RENT

- (a) Throughout the term of this Lease, including following the exercise of any rights of renewal by the Lessee, the Lessee shall pay rental as assessed in accordance with Schedule C for the Land which shall be adjusted on each rent review date and shall be assessed in accordance with clause 4.05 and Schedule C noting that for so long as the Lessee is His Majesty the King acting by and through the Chief Executive of the Ministry of Justice and for so long as the Lessee is using the land for the purpose of a Courthouse, the rent payable shall reflect the terms of this Lease and the use to which the Lessee is putting the Land, as a Courthouse.
- (b) The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

10.2: LEASE WITH MINISTRY OF JUSTICE

2.02 PAYMENT OF LESSEE OUTGOINGS

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

2.03 USE OF LAND

The Lessee shall not, without the prior written consent of the Lessor first had and obtained, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A which consent may be given or withheld at the absolute discretion in all things of the Lessor. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

2.04 COMPLIANCE WITH LAW

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.

2.05 AVOIDANCE OF DANGER

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) Promptly remedy any danger or hazard that may arise on the Land;
- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

10.2: LEASE WITH MINISTRY OF JUSTICE

2.06 MAINTENANCE OF LESSEE'S IMPROVEMENTS

The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease.

2.07 NO LESSOR MAINTENANCE

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

2.08 LESSEE'S FURTHER MAINTENANCE AND REPAIR OBLIGATIONS

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

2.09 SIGNAGE

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

2.10 INSURANCE

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of this clause shall be of no application whilst the Lessee is **HIS MAJESTY THE KING**.

2.11 SUNDRY LESSEE ACKNOWLEDGEMENTS

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion

10.2: LEASE WITH MINISTRY OF JUSTICE

thereof between the Land and any adjoining land which is the property of the Lessor;

- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

2.12 GST

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

2.13 LESSEE'S ACKNOWLEDGEMENT

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

PART III

3.00 LESSOR'S COVENANTS

3.01 QUIET ENJOYMENT

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

3.02 CONSTRUCTION OF OR ALTERATIONS TO LESSEE'S IMPROVEMENTS

The Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land and such consent shall not be unreasonably or arbitrarily withheld.

3.03 LESSOR'S PROPERTY

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or

10.2: LEASE WITH MINISTRY OF JUSTICE

placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

3.04 LESSOR'S ACKNOWLEDGEMENTS AS TO LESSEE'S IMPROVEMENTS

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
- (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
 - (ii) Lessee's Improvements are to be fully insured by the Lessee in its own name; and
 - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.
- (b) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (c) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within five (5) working days from the date of their receipt by the Lessor. If the Lessor fails to comply with the requirements of this clause 3.04(c) (time being of the essence) the Lessor shall procure the release and discharge of any mortgage or charge registered over the Land within ten (10) working days of receipt by the Lessor of a notice from the Lessee requiring such release and discharge;
- (d) That the Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

10.2: LEASE WITH MINISTRY OF JUSTICE

3.05 LESSOR CONSENT TO GROUND WORKS

- (a) Notwithstanding anything to the contrary in clauses 3.02 or 3.04(d), the Lessee shall not:
- (i) Make any excavation of the Land; or
 - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;
 - (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed alteration or interference;
 - (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in equal shares by the parties unless the engineer otherwise so determines.

3.06 DESIGNATION

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

10.2: LEASE WITH MINISTRY OF JUSTICE

3.07 PROVISION OF CERTAIN NOTICES TO THE LESSEES

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant government department, as the case may be.

3.08 FIRST RIGHT OF REFUSAL TO PURCHASE

- 3.08.1 If, at any time during the term of this Lease or any renewal thereof the Lessor shall desire to sell the Land or the Lessor is required to sell the Land by a Mortgagee or Chargeholder the Lessor and/or the Mortgagee or Chargeholder as the case may be shall give to the Lessee notice in writing of the Lessor's intention to sell the Land, the price fixed by the Lessor for such purchase, and other terms and conditions proposed by the Lessor ("the Lessor's Notice").
- 3.08.2 The Lessor's Notice must be accompanied by a signed registered valuer's certificate substantiating the price fixed by the Lessor for such purpose, failing which the Lessor's Notice shall be null and void.
- 3.08.3 The Lessee shall have thirty (30) Working Days from the date of receipt of the Lessor's notice within which to elect by notice in writing to the Lessor ("the Lessee's Notice") to purchase the Land at the price and on the terms and conditions specified in the Lessor's Notice.
- 3.08.4 Upon the Lessee having exercised the Lessee's option to purchase by serving the Lessee's Notice pursuant to clause 3.08.3 the parties will be deemed to have entered into a contract for the sale and purchase of the Land on the terms of the agreement at the date of the exercise of the right then in use by the New Zealand Law Society in association with the Real Estate Institute of New Zealand.
- 3.08.5 The Lessee shall within eighty (80) Working Days of receipt by the Lessor of the Lessee's Notice complete the purchase by making payment to the Lessor of the purchase price specified in the Lessor's Notice plus GST (if any) and all rent, outgoings and other amounts payable and due or accruing due under the Lease up to the date of settlement. Upon such payment being made by the Lessee to the Lessor the Lessor will transfer the Land to the Lessee for an estate in fee simple free of any mortgage, charge or encumbrance.
- 3.08.6 If the Lessee declines to elect to purchase the Land or does not give notice within the said period of thirty (30) Working Days after receipt of the Lessor's Notice then the Lessor will be at liberty to sell the Land on the open market, PROVIDED THAT the Lessor may not offer to sell the Land

10.2: LEASE WITH MINISTRY OF JUSTICE

to any other party at a price lower than that first offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice without first reoffering the Land by notice in writing to the Lessee for purchase at such lower price and on such terms and conditions. In such case the Lessee shall have fourteen (14) Working Days after receipt of such notice in writing within which to elect to purchase the Land at such lower price or on such more favourable terms and conditions and shall complete such purchase in the manner hereinbefore provided within eighty (80) Working Days of receiving the Lessor's amended notice.

3.08.7 The provisions of clause 3.08.6 shall apply each time the Lessor wishes to sell the Land to any other party at a price lower than that offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice where such offer has been declined by the Tenant in accordance with the provisions of clause 3.08.6.

3.08.8 The Lessor agrees that this section 3.08 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the Lessee's interest by way of the first right of refusal to purchase created by this section 3.08 at any time after the date of this Deed.

3.08.9 For the purposes of the section 3.08 the term "sale" means:

- a) A sale, transfer, vesting or other disposition of the Lessor's registered estate and interest in the Land;
- b) The entering into by the Lessor of a superior lease in respect of the Land;
- c) Where the Lessor is a company, the only asset of which is the Land (or the Land together with other Land leased to the Lessee), any change or rearrangement in the beneficial ownership of the shareholding of the Lessor having the effect of altering the effective control of the Lessor

and the word "sell" shall have a corresponding meaning.

3.09 DISPOSAL OF LESSOR'S INTEREST

3.09.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided that:

- 3.09.1.1 the Lessor has first complied with the provisions of clause 3.08 herein on each and every occasion the Lessor proposes to dispose of the Lessor's interest in the Land; and

10.2: LEASE WITH MINISTRY OF JUSTICE

3.09.1.2 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

3.09.1.3 for so long as the Lessee is a Government Agency the following further provisions shall apply:

- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within ten (10) working days of receiving the Lessor's advice pursuant to clause 3.09.1.3(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 3.09.1.3(2)(a) or 3.09.1.3(2)(b) above together with grounds to substantiate its reasonable apprehension within ten (10) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 3.09.1.3(2)(a) or 3.09.1.3(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) The Lessor agrees that this section 3.09 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the Lessee's interest in preventing the disposal of the Lessor's interest in the Land to a party to whom the Lessee has any reasonable objection in terms of clause 3.09.1.3(2) at any time after the date of this Deed. Such caveat shall ensure that any prospective purchaser of the Lessor's interest in the Land is aware of the provisions of this clause section 3.09 and shall prevent the Lessor disposing of its interest in the Land without first complying with the requirements of this section 3.09.

10.2: LEASE WITH MINISTRY OF JUSTICE

3.10 HEALTH AND SAFETY

The Lessor shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from the Lessor's ownership of the Land;
- (b) Take all reasonable steps to ensure that any obligations placed on the Lessor as a Person Conducting a Business or Undertaking as that term is defined in the Health and Safety at Work Act 2015 by virtue of the Lessor's ownership of the Land, are met;
- (c) At all material times keep in place appropriate rules and procedures in order to comply with Health and Safety at Work requirements which the Lessor is obliged by law to comply with.

3.11 LESSOR'S ACKNOWLEDGEMENT

The Lessor agrees that if the Land or any part of the Land has any inherent defect, whether arising prior to the Commencement Date or during the term of this Lease, the Lessee has no liability in respect of such inherent defect and the Lessor releases to the fullest extent permitted by law the Lessee, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessee or persons acting under the control of the Lessee.

PART IV – MUTUAL COVENANTS

4.00 MUTUAL COVENANTS

4.01 ASSIGNMENT AND SUBLETTING

- (a) The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- (b) Notwithstanding subclause (a), where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- (c) In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing

10.2: LEASE WITH MINISTRY OF JUSTICE

the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.

- (d) This clause 4.01 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- (e) For the purpose of this clause 4.01, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 4.01(f).
- (f) For the purposes of clause 4.01(a), a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- (g) Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- (h) Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- (i) Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by His Majesty the King ("**the Crown**"), the following provisions shall apply:
 - (i) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of

10.2: LEASE WITH MINISTRY OF JUSTICE

the Lease or any other act or omission before the expiration date of the initial Term of the Lease;

- (ii) in the event of an assignment or transfer during any renewed Term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.
- (j) Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee's own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

4.02 LESSOR MAY REMEDY LESSEE DEFAULT

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.
- (b) Any notice served under the provisions of clause 4.02(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

4.03 LESSEE'S IMPROVEMENTS

- (a) If at any time during the Term of the Lease the Lessee declares that the Lessee's Improvements is surplus to the requirements of the Crown and the Lessee decides to sell the Lessee's Improvements, then the Lessee will first give the Lessor notice in writing of the Lessee's intention to sell, the price fixed by the Lessee for such purposes, the timeframe for exercising the option to purchase (which shall be no less than 15 working days) and other terms and conditions proposed by the Lessee ("The Lessee's Notice"). If the Lessor does not exercise its right to purchase as specified in the Lessee's Notice, then the Lessee will be

10.2: LEASE WITH MINISTRY OF JUSTICE

at liberty to sell the Lessee's Improvements on the open market provided the Lessee will not offer the Lessee's Improvements to any other party at a price lower than the first offered by the Lessee or more favourable terms and conditions than those specified in the Lessee's Notice.

- (b) Subject to clause 4.03(a), the parties acknowledge that:
- (i) The Lessee not being in breach of the Lease may, either prior to or on the expiry of this Lease, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a period of six months from the expiration or sooner determination of the within Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until this time and that no prior written consent or any other consent of the Lessor shall be required in respect of any such removal elected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of six (6) months subsequent to the expiration of this Lease and remove Lessee's Improvements and further that this provision shall ensure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
 - (ii) In the event the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and restore the Land to a neat, tidy and safe condition subsequent to any such removal;
 - (iii) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the expiration or sooner determination of the Lease or within six months after this time and notwithstanding any rule of law or equity to the contrary;
 - (iv) In any review of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental;
 - (v) Notwithstanding the generality of the provisions of clause 4.03(b)(i), the Lessee shall not remove any boundary fencing or any sub-soil drainage or reticulated sub-soil service(s) or any retaining walls on the Land without the prior written consent of the Lessor, which may be given or withheld at the discretion in all things of the Lessor.

For the avoidance of doubt, nothing herein shall obligate the Lessee to remove the property referred to in this clause 4.03(b)(v), should the

10.2: LEASE WITH MINISTRY OF JUSTICE

Lessee decide to abandon such property to the Lessor upon the expiration of this Lease;

- (vi) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- (vii) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall ensure for the benefit of the party entitled until completely performed;
- (viii) All Lessee's Improvements remaining upon the Land after the expiration of the six month period provided in subclause 4.03(b)(i) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor.

4.04 RENEWAL

- (a) The Lessee, not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term of any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the initial term of any subsequent term as follows:
 - (i) The Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.05 as though the commencement date of the renewed term were a Rent Review Date.
 - (ii) The renewed Lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- (b) No earlier than 24 months prior to the expiration to the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.04(a) within six (6) months from the date of receipt of notice from the Lessor (time being of the essence) then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earlier state by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.04(b) is the date which falls 18 months prior to the expiration of the relevant term.
- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.04(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time up until the expiry date.

10.2: LEASE WITH MINISTRY OF JUSTICE

- (d) The annual rent for the first term of any renewal shall be agreed upon or, failing agreement, shall be determined in accordance with clause 4.05 which shall apply with such modifications as may be necessary.
- (e) Otherwise, the renewed Lease shall be upon the same terms and conditions as are expressed or implied in this Lease.

4.05 RENT REVIEW

- (a) The Annual Rental payable as from each review date shall be determined as follows:
 - (i) Either party may not earlier than three (3) months prior to review date and not later than one (1) year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current annual rent as at the relevant review date, which shall be equal to [X percent (X%)] of the Value of the Land as defined in clause 1.08.
 - (ii) If the party receiving the notice (“the Recipient”) gives written notice to the party giving the notice (“the Initiator”) within twenty (20) Working Days after service of the Initiator’s notice disputing the annual rent proposed and specifying the annual rent proposed by the recipient as the current annual rent, then the new rent shall be determined in accordance with clause 4.05(b);
 - (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator’s notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator’s notice if such notice is served later than 6 months after the relevant rent review date but subject to clause (c) and (d).
 - (v) The rent review at the option of either party may be recorded in a Deed.
- (b) Immediately following service of the Recipient’s notice on the Initiator, the parties shall endeavour to agree upon the current annual rent for the Land, but if agreement is not reached within twenty (20) working days then the same may be determined either:
 - (i) By one party giving written notice to the other requiring the current annual rent for the Land to be determined by arbitration; or
 - (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:

10.2: LEASE WITH MINISTRY OF JUSTICE

- (aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within twenty (20) working days of the parties agreeing to so determine the new rent;
- (bb) If the party receiving a notice fails to appoint a valuer within the twenty (20) working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
- (cc) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
- (dd) The valuers appointed by the parties shall determine the current annual rent for the Land but if they fail to agree then the rent shall be determined by the third expert;
- (ee) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

In ascertaining the new annual rental to apply from a review date:

- (ff) The value of any building or improvements then existing upon the Land shall not be taken into consideration; and
- (gg) For so long as the Lessee is a Government Agency, the parties and their valuers shall take into account the contents of Schedule C in determining the rent

When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.

- (c) The annual rent so determined or accepted:
 - (i) Shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and
 - (ii) Shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than six (6) months after the Rent Review Date.
- (d) For the avoidance of doubt, where the rent review date coincides with the commencement of a renewed or subsequent terms, the annual rent shall be the

10.2: LEASE WITH MINISTRY OF JUSTICE

current annual rent payable by the Lessee as agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.

- (e) Pending determination of the current annual rent for the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current annual rent, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:
 - (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (f) Upon determination of the new rent, any overpayment or any shortfall in payment shall immediately be payable by the Lessor or the Lessee as the case may be.

4.06 LESSEE'S RIGHT OF EARLY TERMINATION

Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than twelve (12) months notice in writing to that effect PROVIDED THAT:

- (a) no such notice may be given so as to effect termination of this Lease within the first two (2) years of the initial term or the first two (2) years of any renewed term of this Lease; and
- (b) the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

4.07 RE-ENTRY

- (a) The Lessor may re-enter the Land where:
 - (i) rental is in arrears for a period exceeding thirty (30) days after any rent payment date;
 - (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
 - (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of

10.2: LEASE WITH MINISTRY OF JUSTICE

the Lessee's Creditors;

(iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

- (b) Whilst **HIS MAJESTY THE KING** is the Lessee under this Lease and should **HIS MAJESTY THE KING** either default in the payment of any rental for a period exceeding thirty days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.
- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:
- (i) the Lessee must within thirty (30) days of receipt of such notice remedy the default specified; and
 - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.

4.08 INSURANCE

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.
- (d) In the event that the Lessee elects not to effect reinstatement of the Lessee's Improvements following damage or destruction thereof, then the Lessee shall be entitled to determine this Lease by giving three (3) months notice in writing to that effect to the Lessor. At the expiration of such period this Lease will come to an

10.2: LEASE WITH MINISTRY OF JUSTICE

end and neither party will have any claim upon the other except in respect of any antecedent breach by either party.

4.09 RATING ASSESSMENTS

The parties agree that the Lessee may at any time make application to the Valuation Department for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

4.10 ENTIRE AGREEMENT

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

4.11 DIFFERENCES AND DISPUTES

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the District Law Society of the District within which the Land is situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies prescribed in clauses 4.06 and 4.07 hereof.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.05(b)(ii).

4.12 SERVICE OF NOTICES

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other

10.2: LEASE WITH MINISTRY OF JUSTICE

document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

4.13 REGISTRATION OF LEASE

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 2017 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

4.14 COSTS

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

4.15 INTEREST

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

4.16 ESSENTIAL TERMS

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) ***Payment of Rental:***

The covenant to pay rental or other money payable by the Lessee under this Lease;

10.2: LEASE WITH MINISTRY OF JUSTICE

(b) ***Assignment and Sub Leasing:***

The provisions dealing with assignment and sub leasing; or

(c) ***Use of Land:***

The provisions restricting the use of the Land.

4.17 WAIVER

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

4.18 RENT MORATORIUM

If any moratorium or other law, act or regulation that (notwithstanding clause 4.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

4.19 ARTEFACTS OR FOSSILS

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

4.20 EXCLUSION OF IMPLIED CONDITIONS

The parties agree that following covenants, conditions, and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 shall not apply to this Lease:

- (i) Part 2, Clause 5;
- (ii) Part 2, Clause 10;
- (iii) Part 2, Clause 11; and
- (iv) Part 3, Clause 13.

10.2: LEASE WITH MINISTRY OF JUSTICE

SCHEDULE C

Establishing Rental on Rent Reviews

1. The parties acknowledge and agree that in establishing the annual rental payable from the commencement date of this Lease, the rental was determined by assessing the current market value of the Land and applying an appropriate adjustment to reflect the designation and associated use of the Land as a Courthouse by the Lessee.
2. The parties acknowledge the importance of maintaining consistency between the approach taken on setting the commencement rental and the approach to be taken in setting the rent payable by the Lessee while the Land remains designated as a Courthouse and used by the Lessee as a Courthouse.
3. In order to maintain consistency, the parties shall ensure that on each rent review, the respective valuers are instructed to assess the rent payable by the Ministry of Justice by assessing the rent based on the designation and use of the Land as a Courthouse, on the same basis as which the commencement rental was established at the outset of the Lease, as articulated in Schedule C Paragraph 1.

10.3 LEASE WITH NEW ZEALAND POLICE

10.3: LEASE WITH NEW ZEALAND POLICE

[]

HIS MAJESTY THE KING
acting by and through the
COMMISSIONER OF POLICE

MEMORANDUM OF LEASE

[] Police Station

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

MEMORANDUM OF LEASE DATE:

PARTIES:

- (1) [] (Lessor)
- (2) **HIS MAJESTY THE KING** acting by and through the **COMMISSIONER OF POLICE**
(Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this day of 20

Signed for and on behalf of)
[]:)
in the presence of:)

Signed for and on behalf of)
HIS MAJESTY THE KING)
acting by and through the)
MINISTER OF POLICE by)
authorised agent of the Commissioner)
of New Zealand Police, on behalf of the)
Commissioner of New Zealand Police)
in the presence of)

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: []

Address: []

Fax: []

Telephone: []

Contact person: []

ITEM 2: LESSEE PARTICULARS:

Name: His Majesty the King acting by and through the Commissioner of Police

Address: New Zealand Police, National Property Office, P O Box 3017, Wellington

Fax: (04) 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

ITEM 3: LAND:

[] hectares, more or less, being [], record of title [].

ITEM 4: TERM:

[] ([]) years

ITEM 5: DATE OF COMMENCEMENT:

(insert)

ITEM 6: FURTHER TERMS:

Perpetual rights of renewal of [] ([]) years each.

ITEM 7: RENEWAL DATES:

The renewal date [] ([]) years from the Commencement Date and thereafter, in accordance with item 6 of this schedule.

ITEM 8: ANNUAL RENT:

\$plus GST

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

ITEM 9: REVIEW DATES:

[] yearly in accordance with clause 5.

ITEM 10: PERMITTED USE:

For any Police/Justice related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

10.3: LEASE WITH NEW ZEALAND POLICE

THE SCHEDULE OF TERMS

1 INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
 - 1.1.2 Words importing the singular shall include the plural and vice versa.
 - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
 - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under clause 13) unless expressly stated otherwise.
 - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
 - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
 - 1.1.8 "writing" shall include words visibly represented or reproduced.
 - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
 - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
 - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
 - 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Lessee's Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Lessee's Improvements.
- 1.1.17 "business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Lessee's Improvements" means all improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Lessee's Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (d) the alteration of soil fertility or of the structure of the soil; or

10.3: LEASE WITH NEW ZEALAND POLICE

(e) the arresting or elimination of erosion or flooding.

1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.

1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

2 TERM

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

2.2 Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease early by providing to the Lessor not less than twelve (12) months' notice in writing to that effect **PROVIDED THAT:**

(a) No such notice may be given so as to effect termination of this Lease within the first five (5) years of the initial term or the first two (2) years of any renewed term of this Lease.

(b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have occurred up to the date of termination.

10.3: LEASE WITH NEW ZEALAND POLICE

3 RIGHT OF RENEWAL OF LEASE

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give any notice under clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).
- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term and subject to the covenants and provisions referred to in clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessee shall prepare each memorandum of renewal of this Lease and the Lessor will forthwith enter into and execute such memorandum of renewal of lease. Each party shall meet their own costs of and incidental to the memorandum of renewal of lease.

4 RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5 RENT REVIEW PROVISIONS

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in clause 5.2 and "Recipient" means the party that receives that Notice.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date") but no later than six (6) months after the review date (time being of the essence), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.3.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (b) the value of any goodwill attributable to the Lessee's business; and
 - (c) all Lessee's Improvements made to the Land.
- 5.3.2 Have regard to:
- (a) the Lessor's Improvements; and
 - (b) the permitted use under this Lease; and
 - (c) Regional and District Plans.
- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) business days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.5 Unless such notice is given by the Recipient within twenty-one (21) business days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 For the avoidance of doubt failure to give the Notice in accordance with clause 5.2 above shall result in either party forfeiting its right to have the annual rent reviewed as from that particular review date and neither party shall have a claim against the other.
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) business days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

- 5.7.1 the Lessor and Lessee shall, within twenty-one (21) business days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years' experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) business days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) business days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 if the said valuers within fourteen (14) business days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to clause 5.7.1.
- 5.7.5 subject to clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.7.6 in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.7 if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
 - (b) take into account any expert witness evidence considered relevant to

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

the hearing;

- (c) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
- (d) give in his or her determination the reasons therefor in writing.

5.7.8 the costs incurred in the determination pursuant to clause 5.7 of the annual rent shall be borne by the parties in the following manner:

- (a) subject to clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
- (b) where the determination is made by a single valuer pursuant to clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
- (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
 - (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone; or
 - (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (3) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.

5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.

5.9 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date.

5.10 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:

5.10.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date; and

5.10.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

of annual rent is payable hereunder; and

5.10.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.

5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6 CHARGES

6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Lessee's Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

7 PAYMENT OF RATES AND IMPOSITIONS

7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Lessee's Improvements or on the Lessor or Lessee in respect thereof by any Authority.

7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the Lessee will be entered in the rating information database and the district valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

8 GOODS AND SERVICES TAX

8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10 USE OF THE LAND AND LESSEE'S IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Lessee's Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained. Where required, the Lessor shall promptly provide any consent necessary to enable the Lessee to obtain such consent or licence from any Authority.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11 NO FENCING

11.1 Subject to obligations under the Fencing Act 1978, the Lessor shall be under no liability to contribute towards the cost of erection or repair of any boundary fences between the Land and any adjacent land and nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

10.3: LEASE WITH NEW ZEALAND POLICE

12 STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Lessee's Improvements or which relate to the Lessee's use of the Land and Lessee's Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1 ensure that a building warrant of fitness is obtained each year in respect of any Lessee's Improvements if required under the Building Act 2004;
 - 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
 - 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety at Work Act 2015.
- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
 - 12.2.2 suffer insolvency, bankruptcy or liquidation;
 - 12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst His Majesty the King acting by and through the Commissioner of Police is the Lessee hereunder.

13 ASSIGNMENT AND SUBLETTING

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without good cause having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- 13.2 Notwithstanding clause 13.1, where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- 13.3 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.

- 13.4 This section 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.5 For the purpose of this section 13, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.6.
- 13.6 For the purposes of clause 13.1, a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.7 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.8 Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- 13.9 Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by His Majesty the King ("**the Crown**"), the following provisions shall apply:
- 13.9.1 in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease or of any licence period granted pursuant to clauses 17 and 18, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease; and
- 13.9.2 in the event of an assignment or transfer during any renewed Term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term or of any licence period granted pursuant to clauses 17 and 18, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

the Lease or any other act or omission before the expiration date of such renewed term.

13.10 Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee's own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

14 LESSEE'S ACKNOWLEDGEMENT OF RISK

14.1 The Lessee agrees to occupy and use the Land and any Lessee's Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Lessee's Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15 QUIET ENJOYMENT/REPUDIATION

15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Lessee's Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease.

15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16 REGISTRATION

16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 2017.

16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17 LESSEE'S IMPROVEMENTS DURING LEASE

17.1 Throughout the term of this Lease and on any renewal any Lessee's Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Lessee' Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

Lessee under this Lease relevant to Lessee's Improvements on the Land are satisfied.

- 17.3 Throughout the term of this Lease and on any renewal the Lessee shall have full exclusive and absolute operational control over all Lessee's Improvements on the Land including, but not limited to, the right to vacate all such Lessee's Improvements and leave them vacant at any time during the then current term of the Lease.

18 LESSEE'S IMPROVEMENTS ON TERMINATION OF LEASE

- 18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Lessee's Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Lessee's Improvements, their current market value and the proposed terms of transfer of the Lessee's Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Lessee's Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Lessee's Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Lessee's Improvements.
- 18.3 If no agreement is reached regarding the transfer of Lessee's Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Lessee's Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.
- 18.5 The Lessee may, but shall not be required by the Lessor to, remove Lessee's Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Lessee's Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Lessee's Improvements are properly and lawfully disconnected, the Land under any Lessee's Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Lessee's Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

- 18.8 Any Lessee's Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Lessee's Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence reasonably satisfactory to the Lessor to satisfy this requirement.

19 DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Lessee's Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Lessee's Improvements on the Land provided the following conditions are or will be satisfied:

19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions to the Lessee's satisfaction the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Lessee's Improvements or such part of Lessee's Improvements requiring such work in accordance with the conditions set out above.

- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Lessee's Improvements and clears and restores the Land all in accordance with the requirements of clause 18.6.

20 NOTICES

- 20.1 All notices must be in writing and must be served by one of the following means:

20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

20.2.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

- (b) by personal delivery, or by posting by registered or ordinary mail, or by email.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and

20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3; and

20.2.3 in the case of email, when acknowledged by the addressee by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement under this Lease.

20.3 Details for Notices:

Director Property New Zealand Police
Police National Headquarters
PO Box 3017
Wellington

20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

21 DEFAULT BY LESSEE

21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Lessee's Improvements must be satisfied.

10.3: LEASE WITH NEW ZEALAND POLICE

22 DISPUTE RESOLUTION

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

23 COSTS

- 23.1 The parties shall each pay their own solicitors' costs of preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a convenient time.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 24.3.1 complete a security check on terms reasonably acceptable to the Lessee;
 - 24.3.2 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects; and
 - 24.3.3 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing, the Lessor shall;
 - (a) take all reasonable precautions to minimise any danger or hazard arising from the Lessor's ownership of the Land;
 - (b) take all reasonable steps to ensure that any obligations placed on the Lessor as a Person Conducting a Business or Undertaking as that term is defined in the Health and Safety at Work Act 2015 by virtue of the Lessor's ownership of the Land, are met;
 - (c) at all material times keep in place appropriate rules and procedures in order to comply with Health and Safety at Work requirements which the Lessor is obliged by law to comply with.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the Land or the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

25 DISPOSAL OF LESSOR'S INTEREST

- 25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.
- 25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:

10.3: LEASE WITH NEW ZEALAND POLICE

- 25.2.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
- 25.2.2 the Lessee shall have the right of first refusal to purchase the Land provided the Lessor and Lessee can agree within thirty (30 business days the terms and conditions of such a purchase; and
- 25.2.3 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:
- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
 - (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within fifteen (15) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above together with grounds to substantiate its reasonable apprehension within fifteen (15) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) business days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

10.3: LEASE WITH NEW ZEALAND POLICE

If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

27 EXCLUSION OF IMPLIED PROVISIONS

Clause 11 of Schedule 3 of the Property Law Act 2007 is expressly excluded from application to this Lease.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

10.3: LEASE WITH NEW ZEALAND POLICE

SCHEDULE OF LAND

[] hectares, more or less, being [] record of title [].

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

10.3: LEASE WITH NEW ZEALAND POLICE

LEASE OF FREEHOLD

Correct for the purposes of the Land
Transfer Act 2017

[]
Lessor

HIS MAJESTY THE KING
acting by and through the
COMMISSIONER OF POLICE
Lessee

Particulars entered in the Register on
the date and at the time recorded

District Land Registrar of the []
Land Registry

**11. AGREEMENTS TO LEASE AND LEASES IN RELATION TO
SPECIFIED CULTURAL REDRESS SITES**

11.1 AGREEMENT TO LEASE FOR PAKIHI SITE 1

Agreement to Lease

Ground Lease
364 Pakihi Road, Toatoa, Opotiki
Pakihi Conservation Area A
Pakihi

[Whakatōhea PSGE]

(Lessor)

[Insert Full Names of all Trustees]
as trustees of the Stewart Everitt Trust

(Lessee)

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.1: AGREEMENT TO LEASE FOR PAKIHI SITE 1

Agreement to Lease

Agreement dated the _____ day of _____ 2021

Parties

1. **[Whakatōhea PSGE]** (“Lessor”)
2. **[Insert Full Names of all Trustees] as trustees of the Stewart Everitt Trust** (“Lessee”)

Background

- A. The Lessor will become the registered owner of Land pursuant to the relevant Treaty Settlement legislation.
- B. The Lessee is the owner of the building(s) and other improvements currently located on the Land.
- C. The Lessor has agreed to grant to the Lessee and the Lessee has agreed to take on lease the Land upon the terms and conditions contained in this Agreement.

Agreement

1. Definitions and Interpretation

1.1 Interpretation

In this Agreement unless the context otherwise requires:

Agreement means this agreement, as varied from time to time by written agreement between the Lessor and the Lessee, and includes the recitals and schedules;

Commencement Date means the date specified as such in the First Schedule;

Expiry Date means the date specified as such in the First Schedule;

Land means the Land described in the First Schedule;

Lessee means the Lessee named as a party to this Agreement, its successors and permitted assigns, and where not repugnant to the context, includes persons under the control of the Lessee;

Lessor means the Lessor named as a party to this Agreement, its successors and assigns, and where not repugnant to the context, includes the employees, consultants, agents, workmen and authorised representatives of the Lessor;

Lease means the lease in the form of the lease attached as the Second Schedule, completed in accordance with the terms of this Agreement and containing a plan identifying the Land, to be executed by the parties as provided for in clause 4.2;

Plan means the plan of the Land attached as the Third Schedule;

Working Day has the meaning given to it under the Lease.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.1: AGREEMENT TO LEASE FOR PAKIHI SITE 1

1.2 Words References and Derivatives

In this Agreement unless the context otherwise requires:

- (a) Subject to clause 1.1, and unless otherwise specified, all words and phrases throughout this Agreement will have the meanings ascribed to them as set out in the Lease.
- (b) Words importing the singular number will include the plural; the masculine gender will include the feminine; persons will include companies (and vice versa).
- (c) Any provision of this Agreement to be performed by two or more persons will bind those persons jointly and severally.
- (d) Any headings have been inserted for convenience only and will not in any way limit or govern the construction of the terms of this Agreement.
- (e) Any reference in this Agreement to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.
- (f) Where in this Agreement a reference is made to any institute, body or authority, that reference will, if the relevant institute, body or authority has ceased to exist, be deemed a reference to that institute, body or association as then serves substantially the same objects and any reference to the president of that institute, body or authority will, in the absence of that president, be deemed to be a reference to the appropriate senior officer for the time being thereof.
- (g) All provisions contained in this Agreement will be construed so as not to be invalid, illegal or unenforceable in any respect but, if any such provision on its true interpretation is illegal, invalid or unenforceable, that provision may at the option of the Lessor be construed to whatever extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable, in all the circumstances, so as to give it a valid operation of a partial character. If that provision, or part thereof, cannot be so construed, it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired by that avoidance and severance.
- (h) References to Schedules, Sections, paragraphs and clauses are references to Schedules, Sections (of the Second Schedule), paragraphs and clauses in this Agreement, unless expressly stated otherwise.
- (i) Reference in this Agreement to “GST” means Goods and Services Tax or any tax imposed pursuant to the provisions of the Goods and Services Tax Act 1985 and known as Goods and Services Tax.
- (j) This Agreement is governed by, and will be construed in accordance with, the law of New Zealand.

1.3 Implied Covenants

The covenants implied by law (statutory or otherwise) are not negated but will be deemed to have been modified (where so permitted) to the extent of any inconsistency with the provisions of this Agreement.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.1: AGREEMENT TO LEASE FOR PAKIHI SITE 1

2. Agreement to Lease, Term and Payments

2.1 Agreement to Lease

The Lessor agrees to lease and the Lessee agrees to take on lease the Land upon the terms and conditions specified in the First Schedule, and otherwise contained in this Agreement and in the Lease.

2.2 Commencement of Lease

The term of the Lease will commence on the Commencement Date and expire on the Expiry Date.

2.3 Payments

As from the Commencement Date the Lessee will pay the rent, the outgoings specified in the Lease and any other payments payable by the Lessee under the Lease, without any deduction or set off, in the manner provided for in the Lease.

2.4 Goods and Services Tax

The Lessee will pay the Goods and Services Tax payable by the Lessor in respect of the rent, outgoings and other payments payable by the Lessee under the Lease in the manner provided for in the Lease.

3 Lease

3.1 Completion of Lease

The Lease will be completed by the insertion of the details set out in this Agreement and in the First Schedule to this Agreement and, where applicable, modified as provided for in this Agreement.

3.2 Execution of Lease by Lessee

The Lease will be prepared by the Lessor and submitted to the Lessee in duplicate as soon as possible after this Agreement is fully executed and all information required for the completion of the Lease is available. The Lease, in duplicate, must be executed by the Lessee and submitted to the Lessor for execution within 10 Working Days of the Lessee receiving the Lease from the Lessor. The Lessor will execute the Lease promptly and return to the Lessee the Lessee's duplicate copy of the Lease.

3.3 Obligations pending execution of lease

Until such time as the Lease is executed by all parties the respective obligations of the Lessor and the Lessee will be as set out in the form of the Lease, modified as necessary by the provisions of this Agreement.

4. Annual Rent

4.1 Initial Market Rent to be Determined

Unless otherwise agreed between the Lessor and Lessee, at least 3 months prior to the Commencement Date, the Lessor shall procure a registered valuer, appointed by the Lessor, to determine the current annual market rent for the Land. The cost of the

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.1: AGREEMENT TO LEASE FOR PAKIHI SITE 1

valuation shall be shared equally between the Lessor and Lessee. Subject to clause 4.2, the annual market rent so determined shall be the annual rent payable by the Lessee under the Lease from the Commencement Date. The Lessor shall provide written notice (“the Initial Rent Notice”) to the Lessee of the initial annual rent determined pursuant to this clause 4.1 as soon as received from the valuer. Subject to clause 4.2, the determination of the market rent in accordance with this clause is final and binding. The annual rent payable by the Lessee is subject to the rent review provisions in the Lease.

4.2 Lessee May Dispute the Initial Market Rent

Upon receiving the Initial Rent Notice, the Lessee may, within 10 Business Days of receipt, by written notice to the Lessor (“the Dispute Notice”), dispute the market rent, and the annual rent payable from the Commencement Date shall be determined in accordance with clause 5.2 of the Lease as if the Dispute Notice were a “Recipient’s Notice” for the purpose of clause 5.2 of the Lease. Pending determination of the annual rent under this clause, the Lessee shall pay the rent set out in the Initial Rent Notice. Upon determination of the annual rent, clause 5.4 of the Lease shall apply.

5. Land

5.1 Land Subject to Final Survey

The parties acknowledge and agree that the area of the Land specified in the First Schedule is an estimate only and that the final area of the Land, being the subject of the Lease, shall be determined prior to the Commencement Date by way of survey undertaken by a registered surveyor in accordance with the applicable Treaty Settlement legislation.

6. Conditions

6.1 This Agreement is conditional on the Land vesting in the Lessor pursuant to Treaty of Waitangi settlement legislation.

7. Assignment

7.1 No assignment by Lessee

The rights duties and obligations of the Lessee under this Agreement may not be assigned.

8. General Provisions

8.1 Costs

Each party will pay its own costs (including solicitor’s costs) of the negotiation, preparation and completion of this agreement and the Lease.

8.2 No caveat

The Lessee will not register a caveat against the Land in respect of its interest under this agreement or the Lease.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.1: AGREEMENT TO LEASE FOR PAKIHI SITE 1

8.3 No merger

The obligations and warranties of the parties contained in this Agreement will not merge insofar as they have not been fulfilled at the time of the execution of the Lease but will remain in full force and effect.

8.4 No waiver

A waiver by a party of a breach of any of the obligations of the other party under this Agreement will not prevent the subsequent enforcement of those obligations and will not be deemed a waiver of any subsequent breach.

8.5 Notices

Any notice produced under this Agreement will be in the form, and will be delivered and received, in the manner provided for in the Lease.

8.6 Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties relating to this agreement and supersedes and extinguishes all prior agreements.

8.7 Counterparts

This Agreement may be executed in any number of counterpart copies which taken together will be deemed to form the same document. This Agreement will be deemed to be executed by a party if that party has executed an original, a facsimile copy, a photocopy, or a PDF or other scanned copy of it.

Execution

Signed by [Whakatōhea PSGE] as Lessor

by:

Name of Authorised Signatory

Signature of Authorised Signatory

**Signed by [Full Name] as trustee of the
Stewart Everitt Trust as Lessee by:**

Name of Trustee

Signature of Trustee

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.1: AGREEMENT TO LEASE FOR PAKIHI SITE 1

Signed by [Full Name] as trustee of the
Stewart Everitt Trust as Lessee by:

Name of Trustee

Signature of Trustee

Signed by [Full Name] as trustee of the
Stewart Everitt Trust as Lessee by:

Name of Trustee

Signature of Trustee

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.1: AGREEMENT TO LEASE FOR PAKIHI SITE 1

First Schedule

Name and address of Lessor	[Whakatōhea PSGE] [Address]
Name(s) and address(es) of Lessee	[Full Names of all Trustees] as trustees of the Stewart Everitt Trust [Address]
Description of Land	<i>Estate:</i> Fee Simple <i>Description:</i> Pakihi Conservation Area A comprising 0.20 hectares approximately, being Part Section 15 Block XIII Waiaua Survey District as indicatively shown outlined in red on the Plan (subject to Survey [and replaced by plan if in time]).
Address of Land	364 Pakihi Road, Toatoa, Opotiki
Commencement date	The date that the Land vests in the Lessor pursuant to the applicable Treaty Settlement legislation.
Term:	Thirty (30) years
Expiry date	As stipulated in the Lease.
Rights of Renewal:	Nil
Initial annual rent:	An amount determined in accordance with clause 5.
Rent Reviews:	As stipulated in the Lease
Outgoings:	As stipulated in the Lease.
Business Use:	As stipulated in the Lease.
Default Interest Rate:	Official cash rate during default period plus [5]% per annum

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.1: AGREEMENT TO LEASE FOR PAKIHI SITE 1

Second Schedule

Form of Lease

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

Third Schedule - Land Plan



11.2 LEASE DOCUMENT FOR PAKIHI SITE 1

Deed of Lease

**Ground Lease
Pakihi Conservation Area A
Pakihi**

[Whakatōhea PSGE]

(Lessor)

**[Insert Full Names of all Trustees]
as trustees of the Stewart Everitt Trust**

(Lessee)

Morrison Kent | Lawyers

Morrison Kent
Lawyers
Wellington and Rotorua
Individual Acting: Matthew Whimp
Telephone: (04) 472-0020
Facsimile: (04) 472-7017
Office: Level 19,
105 The Terrace, Wellington
DX: SP20203
PO Box: 10-035, Wellington 6143

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

Deed dated the _____ day of _____ 2021

Parties

3. **[Whakatōhea PSGE]** (“Lessor”)
4. **[Insert Full Names of all Trustees] as trustees of the Stewart Everitt Trust** (“Lessee”)

Background

5. Pursuant to the [_____] Settlement Claims Act [20xx], the land vested in [_____].
6. The Lessor is the registered owner of the Land.
7. The Lessee is the owner of the building(s) and other improvements currently located on the Land.
8. The Lessor and the Lessee have agreed to enter into a ground lease in respect of the land on the terms and conditions contained in this deed.

Schedule of Land

Computer Register Identifier	Area	Legal Description
<i>[insert details following survey]</i>	<i>[insert details following survey]</i>	<i>[the area indicatively shown outlined in red on the aerial map attached (subject to survey)]</i>
Encumbrances, Liens and Interests: <i>[insert details following survey]</i>		

Schedule A

Term:	Thirty (30) years
Commencement Date:	[TBD] [but will be the date the land vests in the lessor pursuant to the settlement legislation]
Expiry Date:	[TBD]
Rights of Renewal:	Nil
Rent:	[\$[TBD] plus GST per annum payable in accordance with clause 4.
Permitted Use:	Residential accommodation only and does not include any commercial letting or use
Default Interest Rate:	The official cash rate for the period for which default interest is payable, plus 5 percent per annum
Rent Review Dates:	Every three (3) years from the anniversary of the Commencement Date.
Rent Payment Dates:	The Commencement Date and on each anniversary of the Commencement Date in accordance with clause 4.

Schedule B

Introduction

1. Definitions and Interpretation

1.1 For the purposes of the interpretation or construction of this Lease, unless the context provides otherwise:

Definitions

- (a) *Authority* means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and/or the Improvements.
- (a) *Business Day* means any day other than a Saturday or Sunday or statutory or anniversary holiday in Opotiki.
- (b) *GST* means goods and services tax chargeable in accordance with the GST Act.
- (c) *GST Act* means the Goods and Services Tax Act 1985.
- (d) *Improvements* means any building, structure or other improvements including drains, concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, facilities, fixtures and fittings existing on the Land at the commencement of this Lease and from time to time installed by or on behalf of the Lessee on the Land during the term of this Lease.
- (e) *Land* means that land described in the Schedule of Land, together with and subject to all interests noted thereon.
- (f) *Regional and District Plans* shall have ascribed to them those definitions set out in section 2 of the Resource Management Act 1991 where there is reference to "Regional Plan" and successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- (g) *Services* means all pipes, drains, mains, wires, cables, channels, gutters, sewers, and other utilities or services.
- (h) *Sign* means any sign, advertisement, notice, advertising device or other distinctive mark erected upon, or affixed to or placed on the Land, Improvements or the exterior of the Improvements.
- (i) *Tax Invoice* has the meaning given in section 2 of the Goods and Services Tax Act 1985.

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

Interpretation

- (j) Words importing any gender shall include all other genders.
- (k) Words importing the singular shall include the plural and vice versa.
- (l) Payments shall be made in the lawful currency of New Zealand.
- (m) Headings shall be ignored.
- (n) References to clauses and schedules are references to clauses and schedules in this Lease and references to parties are references to the parties to this Lease unless expressly stated otherwise.
- (o) Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- (p) A *person* shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust, State or agency of a State in each case whether or not having separate legal personality.
- (q) *writing* shall include words visibly represented or reproduced.
- (r) Where approvals or consents are required in this Lease they shall not be unreasonably or arbitrarily withheld or delayed and such approvals or consents may be given with conditions which are both reasonable and relevant to the circumstances giving rise to the request to seek approval or consent and shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.
- (s) Notwithstanding that there may be no privity of contract existing between the parties to this Lease and certain named third parties in this Lease nevertheless such third parties shall have the right to enforce any provisions in this Lease which are of benefit to them with such right to enforce being acknowledged and intended in accordance with the requirements of the Contract and Commercial Law Act 2017.
- (t) The expressions *Lessor* and *Lessee* includes their respective successors and assigns and where the context permits the Lessor's or the Lessee's respective tenants and other lawful occupiers of the Land and their respective contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessor or the Lessee, as the case may be).

2. Operative Clause

- 2.1 The Lessor leases to the Lessee and the Lessee accepts the lease of the Land for the Term and at the rent and subject to the conditions, covenants, agreements and restrictions herein set forth in Schedule A and Schedule B.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

3. Term

3.1 The Lease shall commence on the Commencement Date and expire on the Expiry Date.

4. Rent

4.1 The Lessee shall pay the annual Rent (as varied pursuant to any rent review) in one lump sum in advance on the Rent Payment Dates. The first rental payment shall be payable on the Commencement Date. All rent shall be paid without any deduction or set-off by direct payment to the Landlord or as the Landlord may direct.

5 Rent Review

5.1 Unless otherwise agreed between the Lessor and Lessee, the annual rent payable as from each market rent review date shall be determined as follows:

- (a) Either party may not earlier than 3 months prior to a rent review date and not later than the next rent review date give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant rent review date.
 - (b) If the party receiving the notice ("Recipient") gives written notice to the party giving notice ("the Initiator") within 20 Business Days after service of the Initiator's notice, disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 5.2.
 - (c) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - (d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable immediately prior to the relevant rent review date.
 - (e) The annual rent agreed, determined or imposed pursuant to 5.1 shall be the annual rent payable as from the relevant rent review date or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to clauses 5.3 and 5.4.
 - (f) The rent review at the option of either party may be recorded in a deed.
- 5.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 Business Days then the new rent shall be determined by registered valuers acting as experts and not as arbitrators as follows:

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

- (a) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 Business Days of the parties agreeing to so determine the new rent.
- (b) If the party receiving a notice fails to appoint a valuer within the 20 Business Day period, then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on the parties.
- (c) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
- (d) The valuers appointed by the parties shall determine the current market rent of the Land but if they fail to agree then the rent shall be determined by the third expert.
- (e) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuer or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.
- (f) The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
- (g) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this clause 5.1.

When the new rent has been determined the person or persons determining it shall give the written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.

5.3 Pending determination of the new rent, the Lessee shall from the relevant market rent review date, or the date of service of the Initiators notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:

- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
- (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
- (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date,

But in no circumstances shall the interim rent be less than the rent payable immediately preceding the relevant rent review date.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

The interim rent shall be payable with effect from the relevant rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 5.4, shall not be subject to adjustment.

- 5.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Lessee. Any shortfall in payment shall immediately be payable by the Lessee.
- 5.5 At each rent review, the Lessee may raise for discussion with the Lessor alternative arrangements to this lease agreement including the possibility of land exchanges. This clause does not create any obligation on either the Lessee or Lessor to agree or enter into alternative arrangements.

6. Payment of Rates and Impositions

- 6.1 In addition to the Rent, the Lessee will promptly pay all applicable rates, taxes (including without limitation land or improvements tax but not tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor for the Land), charges, assessments, levies, impositions and all outgoings whatsoever which now are or which during the said term shall be taxed, rated, charged, assessed, levied or imposed on the Land, the Improvements or their use, or on the Lessor or Lessee in respect thereof by authority of any Authority.
- 6.2 Where any amounts in clause 6.1 are lawfully required to be paid or collected for payment by the Lessor the Lessee agrees to pay such amounts which are liable to be paid under clause 6.1 on demand made by the Lessor without deduction or set off.

7. Utilities and Services

- 7.1 The Lessee will pay all charges for electricity, gas, water or power or other services in respect of the Land and Improvements.
- 7.2 If reasonably requested by the Lessor or required by the Authority, the Lessee shall install, maintain, and upgrade whenever necessary at its cost any meter or other measuring device necessary for the proper charging of any Services supplied to the Land or Improvements.

8. Use of the Land and Improvements

- 8.1 The Lessee shall only use the Land and the Improvements for the Permitted Use.
- 8.2 Notwithstanding any other provision contained in this Lease, if at any time during the term the Lessor is of the reasonable opinion that the Land is not being used for the Permitted Use, the Lessor may terminate this Lease by providing written notice of such termination to the Lessee.

Statutory Requirements

- 8.3 The Lessee shall if required by any Authority (either directly or indirectly through the Lessor) comply with all statutes, Regional and District Plans, bylaws and regulations which relate to

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

- (a) If applicable, comply with the Building Code as amended from time to time;
- (b) ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
- (c) comply with and observe at all times the terms and conditions of all applicable resource consents and their conditions held in respect of the Lessee's use of the Land and Improvements and the requirements imposed and otherwise arising under the Resource Management Act 1991 including without limitation the need to obtain any permit or such other licence as may be required to occupy the Land from time to time during the Term of this Lease;
- (d) obtain, maintain and comply with all applicable permits or licences required for the Permitted Use (including without limitation all applicable permits or licences relating to sanitation and fire safety); and
- (e) ensure that, consistent with the obligation placed on the Lessee under the Health and Safety at Work Act 2015, proper and adequate health and safety procedures are adopted in accordance with such Act.

9. Condition of the Land and the Improvements

- 9.1 The Lessee will at all times during the Term of the Lease keep and maintain the Land in a clean and tidy condition to the reasonable satisfaction of the Lessor.
- 9.2 The Lessor and persons under its control and direction may at all reasonable times after reasonable prior written notice, enter, and if necessary remain, on the Land to examine and view that condition and state of repair and maintenance of the Land and Improvements. The Lessor may (without being under any obligation to do so) give notice to the Lessee of any maintenance and/or replacement work required to be carried out in respect of the Land and/or Improvements, and the Lessee shall within a reasonable period of time complete such maintenance and/or replacement work in a diligent and workmanlike manner.
- 9.3 If the Lessee fails to comply with the provisions of clause 9.2, the Lessor may (without being under any obligation to do so) at all reasonable times and from time to time enter the Land and/or the Improvements (as the case may be) bringing all necessary equipment, vehicles and materials, and complete all or any of the required maintenance or replacement work as the Lessor thinks fit.
- 9.4 In addition to the Lessor's other remedies, the Lessor shall be entitled to recover from the Lessee all reasonable costs of such maintenance and/or replacement work, including all reasonable fees and expenses incurred in connection with the inspection of the Land and/or Improvements and the issue of the notice.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

10. Assignment and Subletting

10.1 The Lessee will not assign, mortgage, charge, transfer, sublease or otherwise dispose of the Lessee's interests under this Lease or any part of it.

11. Signage

11.1 The Lessee shall not erect, paint, display or allow any Sign unless the Lessee first obtains the written approval of the Lessor in each case.

11.2 The Lessor may require that any Sign complies with any reasonable standards and policies the Lessor may from time to time set as to type, quality, materials, colour and size. If the Lessor sets such standards and policies and the Lessee erects any Sign which in the Lessor's reasonable opinion do not comply with the standards and/or policies the Lessor may require, the Lessee shall, upon receipt of written notice from the Lessor to remove the Sign, immediately remove the Sign at its cost.

12. Protection of Environment

12.1 Except as approved in writing by the Lessor the Lessee will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Land; or
- (b) bring any firearms on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land.

12.2 The Lessee will keep the Land in a clean and tidy condition and free of weeds.

12.3 The Lessee will keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition.

12.4 The Lessee must:

- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Permitted Use or from any act or neglect of its employees, contractors, invitees, agents or occupiers;
- (b) not light or permit to be lit any open fire on the Land;
- (c) not store or permit to be stored fuels or other combustible materials on the Land without the written permission of the Lessor. In that event storage of fuels and

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

combustible materials must be in accordance with the provisions of the Hazardous Substances and new Organisms Act 1996.

12.5 The Lessee must ensure that its employees, clients, invitees and visitors do not carry out any acts prohibited under this clause 12.

12.6 The Lessee must immediately report to the Lessor any act in contravention of clause 12 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Lessor with details of the circumstances surrounding such incidents.

13. Indemnity and Insurance

13.1 The Lessee will indemnify and keep indemnified the Lessor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Lessee, its employees, agents, contractors, or clients or otherwise caused as a result of its carrying out the Permitted Use on the Land.

13.2 This indemnity will continue after the expiry or other determination of this Lease in respect of those acts or omissions occurring or arising before its expiry or determination.

13.3 [Without prejudice to or in any way limiting its liability under clause 13.1, the Lessee must take out and keep in force during the Term a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Permitted Use on the Land and covering

13.4 a general indemnity for a sum not less than \$1,500,000.00. With respect to clause 13.2, the Lessee must provide copies of certificates of currency for the policies of insurance before commencing the Permitted Use and on each renewal of them.

13.5 Without prejudice to any other provision in this Lease, the Lessee will indemnify the Lessor against all damage or loss resulting from any act or omission on the part of the Lessee or the Lessee's employees, agents, contractors, clients, or invitees. The Lessee will recompense the Lessor for all expenses incurred by the Lessor in making good any damage to the Land or the property of the Lessor resulting from such act or omission.

(a) The Lessor will not be liable and does not accept any responsibility for damage to or interference with the Permitted Use or to the Improvements on the Land or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to clause 13.6(b), such damage or interference is caused by any wilful act or omission of the Lessor, the Lessor's employees, agents or contractors.

(b) Where the Lessor is found to be liable due to a wilful act or omission, the total extent of the Lessor's liability is limited to \$1,000,000 in respect of the Lessee's Improvements.

13.6 Notwithstanding anything else contained in this clause 13, the Lessor is not liable for any indirect or consequential loss howsoever caused.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

14. No Warranty

- 14.1 The Lessor does not in any way warrant that the Land is or will remain suitable or adequate for any of the purposes of the Lessee and to the fullest extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated.
- 14.2 The Lessee shall be responsible for satisfying itself (by the carrying out of soil testing, underground investigation, foundation design or such other action or research as may be necessary) as to the suitability of the Land for any use.

15. Nuisance and Discharges

- 15.1 The Lessee shall not commit, permit or suffer on the Land and/or Improvements any act which is a nuisance or annoyance to any neighbouring properties, or occupiers thereof, **provided that** carrying out the Permitted Use in the manner contemplated by this Lease shall not constitute a nuisance or annoyance at any time.
- 15.2 The Lessee will at all times comply with the requirements of any person having lawful authority in respect of the discharge of liquids or substances into the sewerage reticulation system operated by any Authority.

16. Lessee's Structures, Facilities and Land Alterations

- 16.1 Other than the existing Improvements and the existing Services which are on the Land as at the Commencement Date, the Lessee must not erect or bring on to the Land any Improvement, building or structure or install any facility on the Land or alter the Land in any way except in accordance with clause 17.

17. Destruction and Redevelopment

- 17.1 The Lessee may:
- (a) Alter or repair any building or structure on the Land; and/or
 - (b) Carry out reinstatement works or redevelopment works to the Improvements on the Land in the event of total or partial destruction, provided the following conditions are or will be satisfied:
 - (i) Any repair, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
 - (ii) The Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and
 - (iii) The Lessee will continue to use the Land and Improvements for the Permitted Use and

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

- (iv) Any insurance proceeds lawfully payable to the Lessee will be fully utilised towards the repair or replacement of the Improvements on the Land,

and upon satisfaction of such conditions, the Lessee shall alter, repair, reinstate or rebuild (as the case may be) the Improvements or such part of the Improvements requiring such work in accordance with the conditions set out above.

17.2 In the event that the Lessee is prevented or unable to reinstate or rebuild or if insurance proceeds lawfully payable to the Lessee are of an inadequate or insufficient amount to facilitate redevelopment or replacement, it may (and at the request of the Lessor shall) forthwith if it is lawfully able to do so demolish the Improvements and clear the Land or the affected part of all Improvements, rubbish and debris and restore the vacant Land to a compacted level, tidy and clean site.

17.3 [Where the Lessee is unable to reinstate or rebuild for a period of not less than [one(1) year] from the date of the damage and/or destruction and can no longer carry out the Permitted Use, then the Lessee may serve notice that this Lease shall be at an end and the Lessor and the Lessee shall do all things necessary to perfect a surrender of this Lease and neither of them shall have any claim for compensation, damages or otherwise against the other whatsoever except for any antecedent breach of covenant of this Lease.]

18. Improvements

18.1 The parties agree that the Improvements during the term of this Lease remain in the ownership of the Lessee.

19. Removal of Improvements

19.1 At the end of the Lease, the Lessee shall, no later than three (3) weeks from the Expiry Date and at its cost, remove all of the Improvements from the Land and clear the Land or the affected part of all Improvements, rubbish and debris and restore the vacant Land to a compacted level, tidy, clean and vacant site.

19.2 To avoid doubt, the Lessee is not entitled to compensation for any improvements placed or carried out by the Lessee on the Land.

20. Fencing

20.1 The Lessor shall be under no liability whatsoever under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land hereby agreed to be leased and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee to the owner of any adjoining land.

21. Lessee's Acknowledgement of Risk

21.1 The Lessee agrees to occupy and to use the Land and any Improvements thereon at the Lessee's risk and releases to the fullest extent permitted by law the Lessor its employees and agents from all claims and demands of any kind including any claim or liability due to

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

contamination of the Land and/or the Improvements whether arising before or after the Commencement Date and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements.

- 21.2 The Lessee will do all acts and things necessary to remove any contaminant from the Land and the Improvements under the direction and control of any Authority all at the cost to the Lessee provided however that the Lessee shall not be responsible for any contamination which occurred prior the Lessee having any access to the Land unless it was otherwise caused by the Lessee.

22. Prior Representations

- 22.1 The covenants, provisions, terms and agreements contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties to the Lease (notwithstanding any negotiations or discussions prior to the execution of this Lease or anything contained in any brochure, report or other document prepared by or on behalf of the Lessor or submission to potential lessees of the Land).

- 22.2 The parties expressly agree and declare that no further or other covenants, agreements, provisions or terms whether in respect of the Land or otherwise shall be deemed to be implied or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to the other or others on or prior to the execution of this Lease and the existence of any such implication or collateral or other agreement is hereby expressly negated and the Lessee further acknowledges that the Lessee has not been induced to enter into this Lease by any representation, verbal or otherwise made by or on behalf of the Lease which is not set out in this Lease.

23. Quiet Enjoyment

- 23.1 Provided the Lessee performs and observes the material covenants provisos conditions and agreements contained in this Lease, the Lessee shall, subject to any constraints or limitations of use arising under this Lease peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease.

24. Waiver

- 24.1 The Lessee acknowledges and accepts that notwithstanding the covenant for quiet enjoyment and the other provisions of this Lease, the Land and any Improvements thereon are capable of being adversely affected by lawful operations which may arise in the course of, or are incidental to, the business or responsibilities of the Lessor. Accordingly, the Lessee agrees:

- (a) not to obstruct or in any way interfere with the lawful operations or responsibilities of the Lessor;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

- (b) only to take action or commence, join in, or pursue any action or procedure against the Lessor if the Lessor is acting unlawfully or there is a material adverse effect on the Lessee's ability to carry out the Permitted Use; and
- (c) to waive all rights of action which the Lessee or any person claiming through the Lessee may have or, but for this provision, might have in commencing, joining in, or pursuing any action or proceeding against the Lessor or such other persons or any of them or any of their employees or agents in respect of such adverse effects.

25. Disclaimer

- 25.1 Subject to clause 25.2, under no circumstances shall the Lessor be liable for any repairs, replacement or maintenance to the interior, exterior or structure of the Improvements.
- 25.2 The Lessor shall have no obligation or liability for any loss of, or damage to, any property of the Lessee nor shall the Lessor be under any obligation or liability to the Lessee in respect of any loss, damage, cost or expense incurred by the Lessee arising out of its occupancy or use of the Land and the Improvements, except to the extent that the Lessor is liable where wilful neglect or default by the Lessor can be lawfully established.

26. Artefacts

- 26.1 Subject to any rights of ownership vested in the Crown under the Protected Objects Act 1975, all fossils, artefacts, coins, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological, or cultural interest or value discovered on or under the surface of the Land, as between the Lessor and the Lessee, shall be deemed to be the absolute property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged, and shall notify the Lessor of such discovery and, carry out at the expense of the Lessor, the Lessor's orders as to the delivery up or disposal of such articles or things.

27. Default and Termination

- 27.1 Subject to the relevant provisions of the Property Law Act 2007, if the Lessee breaches any covenant or agreement on the Lessee's part expressed or implied in this Lease (other than the covenant to pay rent) the Lessor may, in addition to the Lessor's right to apply to the Court for an order of possession, cancel this lease by re-entering the Land if the Lessee has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
- 27.2 The term of the Lease shall terminate on the cancellation but without prejudice to the rights of either party against the other.

28. Goods and Service Tax

- 28.1 If GST is chargeable on any supply made by one party (the "Supplier") to another party (the "Recipient") under this Lease the Recipient will pay to the Supplier an amount equal to the GST chargeable on that supply in addition to, at the same time and in the same manner as the consideration otherwise payable under this Lease for that supply and the Supplier will

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

issue a Tax Invoice to the Recipient in respect of that supply on or before the date on which payment for that supply is due under this Lease. For the avoidance of doubt, references in this clause to any supply being made by one party shall, in the context of the Lessor, include supplies it makes as agent and any supplies it makes on its own behalf.

29. Interest on Unpaid Money

29.1 If the Lessee defaults in payment of the rent or other moneys payable hereunder for ten (10) Business Days (in which respect time shall be of the essence) then the Lessee shall pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment down to the date of payment.

30. Notices

30.1 All notices including requests, demands and other communications under this Lease, to be given by a party to any other party shall be in writing and may be given if personally delivered or sent by an accepted means of electronic transmission to the other party. Any notices personally delivered in the manner set out above shall be deemed given when personally delivered or if sent by electronic transmission in the manner set out above shall be deemed given on the first business day following the day of sending of the electronic transmission.

31. No Caveat

31.1 The Lessee will not register a caveat against the Land in respect of its interest under this Lease.

32. Disputes, Resolutions and Arbitration

32.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

32.2 If the parties cannot resolve a dispute or difference within fifteen (15) Business Days of any dispute or difference arising the, unless otherwise expressly provided in this Lease they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution) or any other alternative dispute or organisation agreed upon by the parties.

32.3 If the parties cannot agree on any dispute resolution technique then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon or if not agreed then appointed by the President or his or her nominee for the time being of the New Zealand Law Society, Auckland Branch or its successor body, such arbitration to be carried out in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

32.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

33. Costs

33.1 The parties shall each pay their own solicitor's costs on preparing and finalising this Lease. The Lessee shall be responsible for payment of all government tax duty or imposts at any time payable on this Lease or any variation to this Lease and shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease and likewise the Lessor shall pay for all costs, charges and expenses for which the Lessee shall become liable in consequence of or in connection with any breach or default of the Lessor in the performance or observance of any of the terms, covenants and conditions of this Lease.

34. Implied Relationship

34.1 Nothing contained in this Lease shall be deemed or construed or constitute any party or parties' agent or representative or other party to be deemed to create any trust, commercial partnership or joint venture.

35. Partial Invalidity

35.1 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.

36. Governing Law

36.1 This Lease shall be construed and take effect in accordance with the laws of New Zealand.

37. Further Assurances

37.1 Each of the parties agree to execute and deliver any documents and to do all things as may reasonably be required by the other party or parties to obtain the full benefit of this Lease according to its true intent.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

In Witness of which this agreement has been signed.

Signed by)
[Whakatōhea PSGE])
by) (Designation)
)
)
) (Designation)

Witnessed by:

..... (signature and name)
..... (occupation)
..... (address)

Signed by the said)
[])
as trustee of the Stewart Everitt Trust) [Name]
in the presence of:)

Witnessed by:

..... (signature and name)
..... (occupation)
..... (address)

Signed by the said)
[])
as trustee of the Stewart Everitt Trust) [Name]
in the presence of:)

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.2: LEASE DOCUMENT FOR PAKIHI SITE 1

Witnessed by:

..... (signature and name)

..... (occupation)

..... (address)

Signed by the said)
[])
as trustee of the Stewart Everitt Trust) [Name]
in the presence of:)

Witnessed by:

..... (signature and name)

..... (occupation)

..... (address)

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

11.2. LEASE DOCUMENT FOR PAKIHI SITE 1

Map of proposed lease area (subject to survey)



11.3 AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

Agreement to Lease

Ground Lease
Tirohanga Dunes Conservation Area – Site A
Tirohanga

(Whakatōhea PSGE)

(Lessor)

Munro Family Holdings Limited

(Lessee)

Morrison Kent | Lawyers

Morrison Kent
Lawyers
Wellington and Rotorua
Individual Acting: Matthew Whimp

Telephone: (04) 472-0020
Facsimile: (04) 472-7017
Office: Level 19,
105 The Terrace, Wellington
DX: SP20203
PO Box: 10-035, Wellington 6143

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11.3: AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

Lease means the lease in the form of the lease attached as the Second Schedule, completed in accordance with the terms of this Agreement and containing a plan identifying the Land, to be executed by the parties as provided for in clause 3.2;

Plan means the plan of the Land attached as the Third Schedule;

Working Day has the meaning given to it under the Lease.

1.2 Words References and Derivatives

In this Agreement unless the context otherwise requires:

- (a) Subject to clause 1.1, and unless otherwise specified, all words and phrases throughout this Agreement will have the meanings ascribed to them as set out in the Lease.
- (b) Words importing the singular number will include the plural; the masculine gender will include the feminine; persons will include companies (and vice versa).
- (c) Any provision of this Agreement to be performed by two or more persons will bind those persons jointly and severally.
- (d) Any headings have been inserted for convenience only and will not in any way limit or govern the construction of the terms of this Agreement.
- (e) Any reference in this Agreement to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.
- (f) Where in this Agreement a reference is made to any institute, body or authority, that reference will, if the relevant institute, body or authority has ceased to exist, be deemed a reference to that institute, body or association as then serves substantially the same objects and any reference to the president of that institute, body or authority will, in the absence of that president, be deemed to be a reference to the appropriate senior officer for the time being thereof.
- (g) All provisions contained in this Agreement will be construed so as not to be invalid, illegal or unenforceable in any respect but, if any such provision on its true interpretation is illegal, invalid or unenforceable, that provision may at the option of the Lessor be construed to whatever extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable, in all the circumstances, so as to give it a valid operation of a partial character. If that provision, or part thereof, cannot be so construed, it will be deemed to be void and

11.3: AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

severable and the remaining provisions of this Agreement will not in any way be affected or impaired by that avoidance and severance.

- (h) References to Schedules, Sections, paragraphs and clauses are references to Schedules, Sections (of the Second Schedule), paragraphs and clauses in this Agreement, unless expressly stated otherwise.
- (i) Reference in this Agreement to “GST” means Goods and Services Tax or any tax imposed pursuant to the provisions of the Goods and Services Tax Act 1985 and known as Goods and Services Tax.
- (j) This Agreement is governed by, and will be construed in accordance with, the law of New Zealand.

2.3. Implied Covenants

The covenants implied by law (statutory or otherwise) are not negated but will be deemed to have been modified (where so permitted) to the extent of any inconsistency with the provisions of this Agreement.

3. Agreement to Lease, Term and Payments

3.1. Agreement to Lease

The Lessor agrees to lease and the Lessee agrees to take on lease the Land upon the terms and conditions specified in the First Schedule, and otherwise contained in this Agreement and in the Lease.

3.2. Commencement of Lease

The term of the Lease will commence on the Commencement Date and expire on the Expiry Date.

3.3. Payments

As from the Commencement Date the Lessee will pay the rent, the outgoings specified in the Lease and any other payments payable by the Lessee under the Lease, without any deduction or set off, in the manner provided for in the Lease.

3.4. Goods and Services Tax

The Lessee will pay the Goods and Services Tax payable by the Lessor in respect of the rent, outgoings and other payments payable by the Lessee under the Lease in the manner provided for in the Lease.

4. Lease

4.1. Completion of Lease

11.3: AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

The Lease will be completed by the insertion of the details set out in this Agreement and in the First Schedule to this Agreement and, where applicable, modified as provided for in this Agreement.

4.2. Execution of Lease by Lessee

The Lease will be prepared by the Lessor and submitted to the Lessee in duplicate as soon as possible after this Agreement is fully executed and all information required for the completion of the Lease is available. The Lease, in duplicate, must be executed by the Lessee and submitted to the Lessor for execution within 10 Working Days of the Lessee receiving the Lease from the Lessor. The Lessor will execute the Lease promptly and return to the Lessee the Lessee's duplicate copy of the Lease.

4.3. Obligations pending execution of lease

Until such time as the Lease is executed by all parties the respective obligations of the Lessor and the Lessee will be as set out in the form of the Lease, modified as necessary by the provisions of this Agreement.

5. Annual Rent

5.1. Initial Market Rent to be Determined

Unless otherwise agreed between the Lessor and Lessee, prior to the Commencement Date, the Lessor shall procure a registered valuer, appointed by the Lessor, to determine the current annual market rent for the Land. The cost of the valuation shall be shared equally between the Lessor and Lessee. The annual market rent so determined pursuant to the clause 4.1 shall be the annual rent payable by the Lessee under the Lease from the Commencement Date. The Lessor shall provide written notice to the Lessee of the initial annual rent determined pursuant to this clause 4.1 as soon as reasonably practicable prior to the Commencement Date. The determination of the market rent in accordance with this clause is final and binding. The annual rent payable by the Lessee is subject to the rent review provisions in the Lease.

6. Land

6.1. Land Subject to Final Survey

The parties acknowledge and agree that the area of the Land specified in the First Schedule is an estimate only and that the final area of the Land, being the subject of the Lease, shall be determined prior to the Commencement Date by way of survey undertaken by a registered surveyor in accordance with the applicable Treaty Settlement legislation.

11.3: AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

7. Assignment

7.1. No assignment by Lessee

The rights duties and obligations of the Lessee under this Agreement may not be assigned.

8. Conditions

8.1. This Agreement is conditional on:

- (a) The Lessee and the Crown entering into an unconditional agreement for sale and purchase to effect an exchange of land necessary vest the Land in the Crown on terms satisfactory to the Lessee and the Crown in all respects; and
- (b) The Land vesting in the Lessor pursuant to Treaty of Waitangi settlement legislation.

9. General Provisions

9.1. Costs

Each party will pay its own costs (including solicitor's costs) of the negotiation, preparation and completion of this agreement and the Lease.

9.2. No caveat

The Lessee will not register a caveat against the Land in respect of its interest under this agreement or the Lease.

9.3. No merger

The obligations and warranties of the parties contained in this Agreement will not merge insofar as they have not been fulfilled at the time of the execution of the Lease but will remain in full force and effect.

9.4. No waiver

A waiver by a party of a breach of any of the obligations of the other party under this Agreement will not prevent the subsequent enforcement of those obligations and will not be deemed a waiver of any subsequent breach.

9.5. Notices

Any notice produced under this Agreement will be in the form, and will be delivered and received, in the manner provided for in the Lease.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.3: AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

9.6. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties relating to this agreement and supersedes and extinguishes all prior agreements.

9.7. Counterparts

This Agreement may be executed in any number of counterpart copies which taken together will be deemed to form the same document. This Agreement will be deemed to be executed by a party if that party has executed an original, a facsimile copy, a photocopy, or a PDF or other scanned copy of it.

Execution

**Signed by (Whakatōhea PSGE) as
Lessor by:**

Name of Authorised Signatory

Signature of Authorised Signatory

**Signed by Munro Family Holdings
Limited as Lessee by:**

Name of Authorised Signatory

Signature of Authorised Signatory

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.3: AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

First Schedule

Name and address of Lessor	(Whakatōhea PSGE) [Address]]
Name(s) and address(es) of Lessee	Munro Family Holdings Limited [Address]
Description of Land	<i>Estate:</i> Fee Simple <i>Description:</i> Tirohanga Dunes Conservation Area – Site A 0.300 hectares approximately, being the Crown land hatched blue on the Plan (subject to Survey).
Address of Land	[.....]
Commencement date	The date that the Land vests in the Lessor pursuant to the applicable Treaty Settlement legislation.
Expiry date	As stipulated in the Lease.
Rights of Renewal:	Nil
Initial annual rent:	An amount determined in accordance with clause 4.
Rent Reviews:	As stipulated in the Lease
Outgoings:	As stipulated in the Lease.
Business Use:	As stipulated in the Lease.
Default Interest Rate:	OCR plus [5]% per annum

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.3: AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

Second Schedule

Form of Lease

11.3: AGREEMENT TO LEASE FOR TIROHANGA DUNES SITE 1

Third Schedule

Land Plan



11.4 LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

Deed of Lease

Ground Lease
Tirohanga Dunes Conservation Area – Site A
Tirohanga

[Whakatōhea PSGE]

(Lessor)

Munro Family Holdings Limited

(Lessee)

Morrison Kent | Lawyers

Morrison Kent
Lawyers
Wellington and Rotorua
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**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

Deed dated the _____ day of _____ 20__

Parties

1. **[Whakatōhea PSGE]** (“Lessor”)
2. **Munro Family Holdings Limited** (“Lessee”)

Background

- A. Pursuant to the [.....] Settlement Claims Act [20xx], the land vested in [.....].
- B. The Lessor is the registered owner of the Land.
- C. The Lessee is the owner of the motor camp located on the immediately adjoining land known as the “Tirohanga Motor Camp”.
- D. The Lessor and the Lessee have agreed to enter into a ground lease in respect of the land on the terms and conditions contained in this deed.

Schedule of Land

Computer Register Identifier	Area	Legal Description
<i>[insert details following survey]</i>	<i>[insert details following survey]</i>	<i>[the area hashed blue on the aerial map attached (subject to survey)]</i>
Encumbrances, Liens and Interests: <i>[insert details following survey]</i>		

Schedule A

Term:	The period commencing on and from the Commencement Date and ending on the Expiry Date.
Commencement Date:	[TBD] [but will be the date the land vests in the lessor pursuant to the settlement legislation]
Expiry Date:	That date calculated in accordance with clause 3.
Rights of Renewal:	Nil
Rent:	\$(TBD - An amount equal to 75% of the income received by the Lessee from the Occupiers] plus GST per annum payable in accordance with clause 4.
Permitted Use:	Residential accommodation by the Occupiers pursuant to the Licence to Occupy
Default Interest Rate:	The official cash rate for the period for which default interest is payable, plus 5 percent per annum
Rent Review Dates:	Every five (5) years on the anniversary of the commencement of the Licence to Occupy (being 27 August 2018).

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

Rent Payment Dates:	One annual payment, on 1 April in each year of the Term, commencing on the first Rent Payment Date after the Commencement Date (with adjustment for the first payment as necessary in accordance with clause 4).
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Schedule B

Introduction

1. Definitions and Interpretation

1.1. For the purposes of the interpretation or construction of this Lease, unless the context provides otherwise:

Definitions

- (a) *Authority* means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and/or the Improvements.
- (a) *Business Day* means any day other than a Saturday or Sunday or statutory or anniversary holiday in Tirohanga.
- (b) *GST* means goods and services tax chargeable in accordance with the GST Act.
- (c) *GST Act* means the Goods and Services Tax Act 1985.
- (d) *Improvements* means any building, structure or other improvements including drains, concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, facilities, fixtures and fittings existing on the Land at the commencement of this Lease and from time to time installed by or on behalf of the Lessee on the Land during the term of this Lease, but excludes the Occupiers Improvements..
- (e) *Land* means that land described in the Schedule of Land, together with and subject to all interests noted thereon.
- (f) *Licence to Occupy* means the licence to occupy the Land entered into between Robert Gordon McLellan and Glennis Amelia McLellan as owners, the interests under which are now vested in the Lessee, and the Occupiers dated 27 August 2018, as it may be amended from time to time in accordance with clause 9.2 of this Lease
- (g) *Occupiers* means Lewis and Dorothy Wilson pursuant to the Licence to Occupy and notwithstanding any other provision contained in this Lease does not extend to any successors, nominees or permitted assigns.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

- (h) *Occupiers Improvements* means any relocatable building and other property of the Occupiers of the Land pursuant to the Licence to Occupy.
- (i) *Regional and District Plans* shall have ascribed to them those definitions set out in section 2 of the Resource Management Act 1991 where there is reference to "Regional Plan" and successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- (j) *Services* means all pipes, drains, mains, wires, cables, channels, gutters, sewers, and other utilities or services.
- (k) *Sign* means any sign, advertisement, notice, advertising device or other distinctive mark erected upon, or affixed to or placed on the Land, Improvements or the exterior of the Improvements or the Occupiers Improvements.
- (l) *Tax Invoice* has the meaning given in section 2 of the Goods and Services Tax Act 1985.

Interpretation

- (m) Words importing any gender shall include all other genders.
- (n) Words importing the singular shall include the plural and vice versa.
- (o) Payments shall be made in the lawful currency of New Zealand.
- (p) Headings shall be ignored.
- (q) References to clauses and schedules are references to clauses and schedules in this Lease and references to parties are references to the parties to this Lease unless expressly stated otherwise.
- (r) Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- (s) A *person* shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust, State or agency of a State in each case whether or not having separate legal personality.
- (t) *writing* shall include words visibly represented or reproduced.
- (u) Where approvals or consents are required in this Lease they shall not be unreasonably or arbitrarily withheld or delayed and such approvals or consents may be given with conditions which are both reasonable and relevant to the circumstances giving rise to the request to seek approval or consent and shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

- (v) Notwithstanding that there may be no privity of contract existing between the parties to this Lease and certain named third parties in this Lease nevertheless such third parties shall have the right to enforce any provisions in this Lease which are of benefit to them with such right to enforce being acknowledged and intended in accordance with the requirements of the Contract and Commercial Law Act 2017.
- (w) The expressions *Lessor* and *Lessee* includes their respective successors and assigns and where the context permits the Lessor's or the Lessee's respective tenants and other lawful occupiers of the Land and their respective contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessor or the Lessee, as the case may be).

2 Operative Clause

- 2.1 The Lessor leases to the Lessee and the Lessee accepts the lease of the Land for the Term and at the rent and subject to the conditions, covenants, agreements and restrictions herein set forth in Schedule A and Schedule B.

3 Term

- 3.1 The Lease shall commence on the Commencement Date and expire on the Expiry Date. For the purposes of the Lease, the Expiry Date shall be the earlier of:
 - (b) The date that the Occupiers cease to occupy the Land for residential purposes; or
 - (c) The expiry or earlier termination of the Licence to Occupy; or
 - (d) The deaths of both of the Occupiers, namely Lewis Wilson and Dorothy Wilson.

4. Rent

- 4.1. The Lessee shall pay the annual rent by one annual payment in advance (or as varied pursuant to any rent review) on the Rent Payment Dates. The first payment (together with rent calculated on a daily basis for the period from the Commencement Date of the term to the first rent payment date) shall be payable on the first Rent Payment Date. All rent shall be paid without any deduction or set-off by direct payment to the Landlord or as the Landlord may direct.

5. Rent Review

- 5.1. Unless otherwise agreed between the Lessor and Lessee, the annual rent payable as from each market rent review date shall be determined as follows:
 - (a) Either party may not earlier than 3 months prior to a rent review date and not later than the next rent review date give written notice to the

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

other party specifying the annual rent proposed as the current market rent as at the relevant rent review date.

- (b) If the party receiving the notice (“Recipient”) gives written notice to the party giving notice (“the Initiator”) within 20 Business Days after service of the Initiator’s notice, disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market, rent, then the new rent shall be determined in accordance with clause 5.2.
- (c) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator’s notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
- (d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable immediately prior to the relevant rent review date.
- (e) The annual rent agreed, determined or imposed pursuant to 5.1 shall be the annual rent payable as from the relevant rent review date or the date of service of the Initiator’s notice if such notice is served later than 3 months after the relevant market rent review date but subject to clauses 5.3 and 5.4.
- (f) The rent review at the option of either party may be recorded in a deed.

5.2. Immediately following service of the Recipient’s notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 Business Days then the new rent shall be determined by registered valuers acting as experts and not as arbitrators as follows:

- (a) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 Business Days of the parties agreeing to so determine the new rent.
- (b) If the party receiving a notice fails to appoint a valuer within the 20 Business Day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on the parties.
- (c) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

- (d) The valuers appointed by the parties shall determine the current market rent of the Land but if they fail to agree then the rent shall be determined by the third expert.
- (e) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuer or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.
- (f) The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
- (g) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this clause 5.2.

When the new rent has been determined the person or persons determining it shall give the written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.

5.3. Pending determination of the new rent, the Lessee shall from the relevant market rent review date, or the date of service of the Initiators notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:

- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
- (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
- (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date,

But in no circumstances shall the interim rent be less than the rent payable immediately preceding the relevant rent review date.

The interim rent shall be payable with effect from the relevant rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 5.4, shall not be subject to adjustment.

5.4. Upon determination of the new rent, any overpayment shall be applied in payment of the next annual rent payment and any amount then remaining shall

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

immediately be refunded to the Lessee. Any shortfall in payment shall immediately be payable by the Lessee.

6. Payment of Rates and Impositions

- 6.1. In addition to the Rent, the Lessee will promptly pay all applicable rates, taxes (including without limitation land or improvements tax but not tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor for the Land), charges, assessments, levies, impositions and all outgoings whatsoever which now are or which during the said term shall be taxed, rated, charged, assessed, levied or imposed on the Land, the Improvements or their use, or on the Lessor or Lessee in respect thereof by authority of any Authority.
- 6.2. Where any amounts in clause 6.1 are lawfully required to be paid or collected for payment by the Lessor the Lessee agrees to pay such amounts which are liable to be paid under clause 6.1 on demand made by the Lessor without deduction or set off.

7. Utilities and Services

- 7.1. The Lessee will pay all charges for electricity, gas, water or power or other services in respect of the Land and Improvements.
- 7.2. If reasonably requested by the Lessor or required by the Authority, the Lessee shall install, maintain, and upgrade whenever necessary at its cost any meter or other measuring device necessary for the proper charging of any Services supplied to the Land or Improvements.

8. Use of the Land and Improvements

- 8.1. The Lessee shall only use the Land and the Improvements for the Permitted Use.

9. Licence to Occupy

- 9.1. The Lease is a concurrent lease and has been granted by the Lessor to the Lessee subject to the Licence to Occupy.
- 9.2. The Lessee will at all times comply with the obligations of the owner under the Licence to Occupy. The Lessee will not vary or agree to vary the Licence to Occupy nor agree to any proposed assignment of the Licence to Occupy provided that the Lessee is permitted to agree to a renewal of the term of the existing Licence to Occupy to the Occupiers for a term not exceeding the term of this Lease and at a rental to be determined in accordance with the Licence to Occupy and otherwise on the same terms contained in the Licence to Occupy.

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

- 9.3. The Lessee will at all times ensure that the Occupiers comply with their obligations of under the Licence to Occupy and will do all things reasonably necessary to enforce compliance with such obligations.

Statutory Requirements

- 9.4. The Lessee shall if required by any Authority (either directly or indirectly through the Lessor) comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- (a) If applicable, comply with the Building Code as amended from time to time;
 - (b) ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
 - (c) comply with and observe at all times the terms and conditions of all applicable resource consents and their conditions held in respect of the Lessee's use of the Land and Improvements and the requirements imposed and otherwise arising under the Resource Management Act 1991 including without limitation the need to obtain any permit or such other licence as may be required to occupy the Land from time to time during the Term of this Lease;
 - (d) obtain, maintain and comply with all applicable permits or licences required for the Permitted Use (including without limitation all applicable permits or licences relating to sanitation and fire safety); and
 - (e) ensure that, consistent with the obligation placed on the Lessee under the Health and Safety at Work Act 2015, proper and adequate health and safety procedures are adopted in accordance with such Act.

10. Condition of the Land and the Improvements

- 10.1. The Lessee will at all times during the Term of the Lease keep and maintain the Land in a clean and tidy condition to the reasonable satisfaction of the Lessor.
- 10.2. The Lessor and persons under its control and direction may at all reasonable times after reasonable prior written notice, enter, and if necessary remain, on the Land to examine and view that condition and state of repair and maintenance of the Land and Improvements. The Lessor may (without being under any obligation to do so) give notice to the Lessee of any maintenance and/or replacement work required to be carried out in respect of the Land and/or Improvements, and the Lessee shall within a reasonable period of time complete such maintenance and/or replacement work in a diligent and workmanlike manner.

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

- 10.3. If the Lessee fails to comply with the provisions of clause 10.2, the Lessor may (without being under any obligation to do so) at all reasonable times and from time to time enter the Land and/or the Improvements (as the case may be) bringing all necessary equipment, vehicles and materials, and complete all or any of the required maintenance or replacement work as the Lessor thinks fit.
- 10.4. In addition to the Lessor's other remedies, the Lessor shall be entitled to recover from the Lessee all reasonable costs of such maintenance and/or replacement work, including all reasonable fees and expenses incurred in connection with the inspection of the Land and/or Improvements and the issue of the notice.

11. Assignment and Subletting

- 11.1. Subject to clause 9, the Lessee will not assign, mortgage, charge, transfer, sublease or otherwise dispose of the Lessee's interests under this Lease or any part of it without the prior written consent of the Lessor (such consent not to be unreasonably or arbitrarily withheld or delayed). The Lessee will meet all the Lessor's reasonable costs in relation to any documentation or enquiries for a proposed assignment or transfer under this clause 11.1 with such costs being payable by the Lessee whether or not the proposed assignment or transfer proceeds.
- 11.2. If the Lessor gives its consent pursuant to clause 11.1 the Lessor may as a condition of granting its consent procure from the transferee, sublicensee or assignee a covenant to be bound by the terms and conditions of this Lease. The Lessor and Lessee (at the Lessee's cost) will do all things necessary and sign all documents necessary to give effect to an assignment or transfer of this Lease pursuant to clause 11.1.

12. Signage

- 12.1. The Lessee shall not erect, paint, display or allow any Sign unless the Lessee first obtains the written approval of the Lessor in each case.
- 12.2. The Lessor may require that any Sign complies with any reasonable standards and policies the Lessor may from time to time set as to type, quality, materials, colour and size. If the Lessor sets such standards and policies and the Lessee erects any Sign which in the Lessor's reasonable opinion do not comply with the standards and/or policies the Lessor may require, the Lessee shall, upon receipt of written notice from the Lessor to remove the Sign, immediately remove the Sign at its cost.

13. Protection of Environment

- 13.1. Except as approved in writing by the Lessor the Lessee will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Land; or

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

- (b) bring any firearms on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land.

13.2. The Lessee will keep the Land in a clean and tidy condition and free of weeds.

13.3. The Lessee will keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition.

13.4. The Lessee must:

- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Permitted Use or from any act or neglect of its employees, contractors, invitees, agents or the Occupiers;
- (b) not light or permit to be lit any open fire on the Land;
- (c) not store or permit to be stored fuels or other combustible materials on the Land without the written permission of the Lessor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Hazardous Substances and new Organisms Act 1996.

13.5. The Lessee must ensure that its employees, clients, invitees and Occupiers do not carry out any acts prohibited under this clause 13.

13.6. The Lessee must immediately report to the Lessor any act in contravention of clause 13 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Lessor with details of the circumstances surrounding such incidents.

14. Indemnity and Insurance

14.1. The Lessee will indemnify and keep indemnified the Lessor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Lessee, its employees, agents, contractors, or clients, or the Occupier, or otherwise caused as a result of its carrying out the Permitted Use on the Land.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

- 14.2. This indemnity will continue after the expiry or other determination of this Lease in respect of those acts or omissions occurring or arising before its expiry or determination.
- 14.3. Without prejudice to or in any way limiting its liability under clause 14.1, the Lessee must take out and keep in force during the Term a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Permitted Use on the Land and covering
- 14.4. A general indemnity for a sum not less than \$1,500,000.00. With respect to clause 14.2, the Lessee must provide copies of certificates of currency for the policies of insurance before commencing the Permitted Use and on each renewal of them.
- 14.5. Without prejudice to any other provision in this Lease, the Lessee will indemnify the Lessor against all damage or loss resulting from any act or omission on the part of the Lessee or the Lessee's employees, agents, contractors, clients, or invitees. The Lessee will recompense the Lessor for all expenses incurred by the Lessor in making good any damage to the Land or the property of the Lessor resulting from such act or omission.
- (a) The Lessor will not be liable and does not accept any responsibility for damage to or interference with the Permitted Use or to the Improvements on the Land or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to clause 14.6(b), such damage or interference is caused by any wilful act or omission of the Lessor, the Lessor's employees, agents or contractors.
- (b) Where the Lessor is found to be liable due to a wilful act or omission, the total extent of the Lessor's liability is limited to \$1,000,000 in respect of the Lessee's Improvements.
- 14.6. Notwithstanding anything else contained in this clause 14, the Lessor is not liable for any indirect or consequential loss howsoever caused.

15. No Warranty

- 15.1. The Lessor does not in any way warrant that the Land is or will remain suitable or adequate for any of the purposes of the Lessee and to the fullest extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated.
- 15.2. The Lessee shall be responsible for satisfying itself (by the carrying out of soil testing, underground investigation, foundation design or such other action or research as may be necessary) as to the suitability of the Land for any use.

16. Nuisance and Discharges

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

- 16.1. The Lessee shall not commit, permit or suffer on the Land and/or Improvements any act which is a nuisance or annoyance to any neighbouring properties, or occupiers thereof, **provided that** carrying out the Permitted Use in the manner contemplated by this Lease shall not constitute a nuisance or annoyance at any time.
- 16.2. The Lessee will at all times comply with the requirements of any person having lawful authority in respect of the discharge of liquids or substances into the sewerage reticulation system operated by any Authority.

17. Lessee's Structures, Facilities and Land Alterations

- 17.1. Other than the existing relocatable home which exists on the Land pursuant to the Licence to Occupy and the existing Services that exists of the Land as at the Commencement Date, the Lessee must not erect or bring on to the Land any Improvement, building or structure or install any facility on the Land or alter the Land in any way.

18. Destruction and Redevelopment

- 18.1. The Lessee may carry out repairs, reinstatement or redevelopment to the Improvements on the Land in the event of total or partial destruction provided the following conditions are or will be satisfied:
- (a) any repair, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
 - (b) the Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and
 - (c) the Lessee will continue to use the Land and Improvements for the Permitted Use and
 - (d) any insurance proceeds lawfully payable to the Lessee will be fully utilised towards the repair or replacement of the Improvements on the Land.
- 18.2. In the event that the Lessee is prevented or unable to reinstate or rebuild or if insurance proceeds lawfully payable to the Lessee are of an inadequate or insufficient amount to facilitate redevelopment or replacement, it may forthwith if it is lawfully able to do so demolish the Improvements and clear the Land or the affected part of all Improvements, rubbish and debris and restore the vacant Land to a compacted level, tidy and clean site.
- 18.3. Where the Lessee is unable to reinstate or rebuild for a period of not less than one(1) year from the date of the damage and/or destruction and can no longer carry out the Permitted Use, then the Lessee may serve notice that this Lease shall be at an end and the Lessor and the Lessee shall do all things necessary to perfect a

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

surrender of this Lease and neither of them shall have any claim for compensation, damages or otherwise against the other whatsoever except for any antecedent breach of covenant of this Lease.

19. Improvements

- 19.1. The parties agree that the Improvements during the term of this Lease remain in the ownership of the Lessee.

20. Removal of Improvements

- 20.1. At the end of the Lease, the Lessee shall, no later than three (3) weeks from the Expiry Date and at its cost, remove all of the Improvements from the Land and clear the Land or the affected part of all Improvements, rubbish and debris and restore the vacant Land to a compacted level, tidy, clean and vacant site.
- 20.2. To avoid doubt, the Lessee is not entitled to compensation for any improvements placed or carried out by the Lessee on the Land.
- 20.3. Notwithstanding the provisions contained in clause 20.1, if the Lease is terminated pursuant to clause 3.1(c) of this Deed then the time period for the Lessee to comply with the obligations of clause 20.1 shall be extended to three (3) months from the Expiry Date.

21. Fencing

- 21.1. The Lessor shall be under no liability whatsoever under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land hereby agreed to be leased and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee to the owner of any adjoining land.

22. Lessee's Acknowledgement of Risk

- 22.1. The Lessee will do all acts and things necessary to remove any contaminant from the Land and the Improvements under the direction and control of any Authority all at the cost to the Lessee provided however that the Lessee shall not be responsible for contamination which occurred prior the Lessee having any access to the Land unless it was otherwise caused by the Lessee.

23. Prior Representations

- 23.1. The covenants, provisions, terms and agreements contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties to the Lease (notwithstanding any negotiations or discussions prior to the execution of this Lease or anything contained in any brochure, report or other document prepared by or on behalf of the Lessor or submission to potential lessees of the Land).

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

23.2. The parties expressly agree and declare that no further or other covenants, agreements, provisions or terms whether in respect of the Land or otherwise shall be deemed to be implied or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to the other or others on or prior to the execution of this Lease and the existence of any such implication or collateral or other agreement is hereby expressly negatived and the Lessee further acknowledges that the Lessee has not been induced to enter into this Lease by any representation, verbal or otherwise made by or on behalf of the Lease which is not set out in this Lease.

24. Quiet Enjoyment

24.1. Provided the Lessee performs and observes the material covenants provisos conditions and agreements contained in this Lease, the Lessee shall, subject to any constraints or limitations of use arising under this Lease peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease.

25. Waiver

25.1. The Lessee acknowledges and accepts that notwithstanding the covenant for quiet enjoyment and the other provisions of this Lease, the Land and any Improvements thereon are capable of being adversely affected by lawful operations which may arise in the course of, or are incidental to, the business or responsibilities of the Lessor. Accordingly, the Lessee agrees:

- (a) not to obstruct or in any way interfere with the lawful operations or responsibilities of the Lessor;
- (b) only to take action or commence, join in, or pursue any action or procedure against the Lessor if the Lessor is acting unlawfully or there is a material adverse effect on the Lessee's ability to carry out the Permitted Use; and
- (c) to waive all rights of action which the Lessee or any person claiming through the Lessee may have or, but for this provision, might have in commencing, joining in, or pursuing any action or proceeding against the Lessor or such other persons or any of them or any of their employees or agents in respect of such adverse effects.

26. Disclaimer

26.1. Subject to clause 26.2, under no circumstances shall the Lessor be liable for any repairs, replacement or maintenance to the interior, exterior or structure of the Improvements.

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

26.2. The Lessor shall have no obligation or liability for any loss of, or damage to, any property of the Lessee nor shall the Lessor be under any obligation or liability to the Lessee in respect of any loss, damage, cost or expense incurred by the Lessee arising out of its occupancy or use of the Land and the Improvements, except to the extent that the Lessor is liable where wilful neglect or default by the Lessor can be lawfully established.

27. Artefacts

27.1. Subject to any rights of ownership vested in the Crown under the Protected Objects Act 1975, all fossils, artefacts, coins, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological, or cultural interest or value discovered on or under the surface of the Land, as between the Lessor and the Lessee, shall be deemed to be the absolute property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged, and shall notify the Lessor of such discovery and, carry out at the expense of the Lessor, the Lessor's orders as to the delivery up or disposal of such articles or things.

28. Default and Termination

28.1. Subject to the relevant provisions of the Property Law Act 2007, if the Lessee breaches any covenant or agreement on the Lessee's part expressed or implied in this Lease (other than the covenant to pay rent) the Lessor may, in addition to the Lessor's right to apply to the Court for an order of possession, cancel this lease by re-entering the Land if the Lessee has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.

28.2. The term of the Lease shall terminate on the cancellation but without prejudice to the rights of either party against the other.

29. Goods and Service Tax

29.1. If GST is chargeable on any supply made by one party (the "Supplier") to another party (the "Recipient") under this Lease the Recipient will pay to the Supplier an amount equal to the GST chargeable on that supply in addition to, at the same time and in the same manner as the consideration otherwise payable under this Lease for that supply and the Supplier will issue a Tax Invoice to the Recipient in respect of that supply on or before the date on which payment for that supply is due under this Lease. For the avoidance of doubt, references in this clause to any supply being made by one party shall, in the context of the Lessor, include supplies it makes as agent and any supplies it makes on its own behalf.

30. Interest on Unpaid Money

30.1. If the Lessee defaults in payment of the rent or other moneys payable hereunder for ten (10) Business Days (in which respect time shall be of the essence) then the

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

Lessee shall pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment down to the date of payment.

31. Notices

- 31.1. All notices including requests, demands and other communications under this Lease, to be given by a party to any other party shall be in writing and may be given if personally delivered or sent by an accepted means of electronic transmission to the other party. Any notices personally delivered in the manner set out above shall be deemed given when personally delivered or if sent by electronic transmission in the manner set out above shall be deemed given on the first business day following the day of sending of the electronic transmission.

32. No Caveat

- 32.1. The Lessee will not register a caveat against the Land in respect of its interest under this Lease.

33. Disputes, Resolutions and Arbitration

- 33.1. Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 33.2. If the parties cannot resolve a dispute or difference within fifteen (15) Business Days of any dispute or difference arising the, unless otherwise expressly provided in this Lease they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution) or any other alternative dispute or organisation agreed upon by the parties.
- 33.3. If the parties cannot agree on any dispute resolution technique then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon or if not agreed then appointed by the President or his or her nominee for the time being of the New Zealand Law Society, Auckland Branch or its successor body, such arbitration to be carried out in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.
- 33.4. The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

34. Costs

- 34.1. The parties shall each pay their own solicitor's costs on preparing and finalising this Lease. The Lessee shall be responsible for payment of all government tax duty or imposts at any time payable on this Lease or any variation to this Lease and shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease and likewise the Lessor shall pay for all costs, charges and expenses for which the Lessee shall become liable in consequence of or in connection with any breach or default of the Lessor in the performance or observance of any of the terms, covenants and conditions of this Lease.

35. Implied Relationship

- 35.1. Nothing contained in this Lease shall be deemed or construed or constitute any party or parties' agent or representative or other party to be deemed to create any trust, commercial partnership or joint venture.

36. Partial Invalidity

- 36.1. The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.

37. Governing Law

- 37.1. This Lease shall be construed and take effect in accordance with the laws of New Zealand.

38. Further Assurances

- 38.1. Each of the parties agree to execute and deliver any documents and to do all things as may reasonably be required by the other party or parties to obtain the full benefit of this Lease according to its true intent.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

In Witness of which this agreement has been signed.

Signed by)
[Whakatōhea PSGE])
by) (Designation)
)
)
) (Designation)

Witnessed by:

..... (signature and name)

..... (occupation)

..... (address)

Signed by)
Munro Family Holdings Limited)
by) (Designation)
)
)
) (Designation)

Witnessed by:

..... (signature and name)

..... (occupation)

..... (address)

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

11.4: LEASE DOCUMENT FOR TIROHANGA DUNES SITE 1

Map of proposed lease area (subject to survey)

