

TE RŪNANGA O NGĀTI RĒHIA TRUST

me

and

TE KARAUNA

THE CROWN

ĀPITIHINGA KI TE  
TUHINGA WHAKAAE O  
TE TUKU TŌMUA O KORORIPO PĀ

DEED OF  
ON-ACCOUNT VESTING OF KORORIPO PĀ  
SCHEDULE

**NGĀ IHIRANGI**

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# 1 PĀRONGO PUAKANGA ME TE TAURANGI (TE REO MĀORI)

## PĀRONGO PUAKANGA

- 1.1 I te 20 o Noema, 2024, mā tētahi manatu nā Te Arawhiti ki Te Rūnanga o Ngāti Rēhia Trust kua tukua e Te Karauna ētahi pārongo mō Kororipo Pā me tētahi puakanga tāpirii tohua rā i te 15 o Noema, 2024.

## TAURANGI

- 1.2 E taurangi ana te Karauna ki Te Rūnanga o Ngāti Rēhia Trust, kua tukuna e te Karauna ki Te Rūnanga o Ngāti Rēhia Trust te pārongo puakanga mō Kororipo Pā. Ko aua pārongo, ki tō Te Papa Atawhai mōhio me te rā i tuku aua pārongo, kei ngā hopukanga tuhinga o Te Papa Atawhai (ko ngā kawenga taumaha kei ngā pārongo),-

1.2.1 kua āta tirohia ngā hopukanga tuhinga o Te Papa Atawhai; engari

1.2.2 kīhai ngā uiui i tua atu i ngā hopukanga tuhinga; ka mutu

1.2.3 kīhai i tae ki te wāhi āta tiro ai.

## TEPENGA TAURANGI

- 1.3 Hāunga rā te kōwae 1.2, kāhore te Karauna e whakaatu nei i tētahi mana, i tētahi taurangi raini, ahakoa kua kōrerotia, kua toro atu raini, ka mutu, kāhore e whakaae ana kia whai mana ai mō -

1.3.1 Kororipo Pā, mō -

(a) tōna hanga, āhuetanga, whakamahinga, whakahaeretanga raini;

(b) tana ū ki -

(i) te ture, me ngā ture-ā-rohe;

(ii) tētahi here, ētahi atu whakamōhiotanga, raupapatanga raini;

1.3.2 te tuku i te pārongo mō Kōroripo Pā, me ngā kōrero e hāngai ana ki tana tika, ki tana whakaotinga raini.

- 1.4 Horekau taumahatanga o te Karauna mō te hanga, te āhua o Kororipo Pā, hāunga rā ētahi taumahatanga ka puta i te takahanga o kōwae 1.2.

## ĀTA TITIRO

- 1.5 Ahakoa kāhore te Karauna e whakaatu nei i tētahi mana, i tētahi taurangi raini mō Kororipo Pā, hāunga rā ngā kōrero i te kōwae 1.2, e whakaae ana Te Rūnanga o Ngāti Rēhia Trust ki ētahi mahi i mua i te rā kua tohua i tēnei tuhinga whakaae, pēnei i -

1.5.1 te āta titiro ki te wāhi ki konā whakatau ai te hanga me te āhuetanga; ka mutu

1.5.2 whakaarohia te pārongo kua tukuna atu.

## 1 DISCLOSURE INFORMATION AND WARRANTY (ENGLISH)

### DISCLOSURE INFORMATION

- 1.1 The Crown has provided information to Te Rūnanga o Ngāti Rēhia Trust about Kororipo Pā, by a memorandum on 20 November 2024 from Te Arawhiti with a disclosure attached dated 15 November 2024.

### WARRANTY

- 1.2 The Crown warrants to Te Rūnanga o Ngāti Rēhia Trust that the Crown has given to Te Rūnanga o Ngāti Rēhia Trust in its disclosure information about Kororipo Pā all material information that, to the best of the knowledge of the Department of Conservation, is at the date of providing that information, in the Department's records about the property (including its encumbrances),—
- 1.2.1 having inspected the Department's records; but
- 1.2.2 not having made enquiries beyond the Department's records; and
- 1.2.3 in particular, not having undertaken a physical inspection of the property.

### WARRANTY LIMITS

- 1.3 Other than under paragraph 1.2, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to —
- 1.3.1 Kororipo Pā, including in relation to —
- (a) its state, condition, fitness for use, occupation, or management; or
- (b) its compliance with —
- (i) legislation, including bylaws; or
- (ii) any enforcement or other notice, requisition, or proceedings; or
- 1.3.2 the disclosure information about Kororipo Pā, including in relation to its completeness or accuracy.
- 1.4 The Crown has no liability in relation to the state or condition of Kororipo Pā, except for any liability arising as a result of a breach of paragraph 1.2.

### INSPECTION

- 1.5 Although the Crown is not giving any representation or warranty in relation to Kororipo Pā, other than under paragraph 1.2, Te Rūnanga o Ngāti Rēhia Trust acknowledges that it could, before the date of this deed, —
- 1.5.1 inspect the property and determine its state and condition; and
- 1.5.2 consider the disclosure information in relation to it.

## 2 TE TUKUTANGA O KORORIPO PĀ (TE REO MĀORI)

### TE ŌRITE O TE HŌTAKA WHAKAHAERE ME ŌNA ĀHUATANGA

- 2.1 Kia tae rānō ki te rā tuku, me whai te Karauna i ngā kōrero e whai ake nei -
- 2.1.1 ārahina, ā, whakahaerehia tonutia a Kororipo Pā, kia ōrite ki ngā mahi whakahaere o nāianeī mō te wāhi; ka mutu
- 2.1.2 whakapaipai i te āhua o Kororipo Pā kia ōrite ki tōna āhua e noho ana i te rā kua tohua i tēnei tuhinga whakaae.
- 2.2 Ko te kōwae 2.1 e mea ana kāhore he āheinga o te Karauna ki te whakapaipai, whakatikatika raini i a Kororipo Pā pēnā kua patua e tētahi āhuatanga kāhore e noho ana i te mana o te Karauna.

### TE URU ATU

- 2.3 Ka noho te urunga, tētahi wāhanga o te urunga, o Kororipo Pā, ki runga i tētahi whenua tiaki matawhānui. Kāhore te Karauna e oati ana kia whai wāhi atu a Te Rūnanga o Ngāti Rēhia Trust, ngā mema raini o Ngāti Rēhia ki te uru atu ki Kororipo Pā tua atu i te urunga matawhānui hei tā te Reserves Act 1977.
- 2.4 Heoi anō, pēnā ko te rautaki o te Karauna ka whakarerea atu ngā whenua tiaki e pā atu ana, me āta whakarite te Karauna i te tikanga o te mahi whakarere, kia hanga ai i tētahi aranā runga i taua whenua tiaki ki Kororipo Pā mā Te Rūnanga o Ngāti Rēhia Trust me te hunga e noho ana i raro i te korowai o taua taratī e whai pānga ana ki te pā.

### TE WHAKAOTINGA O NGĀ TUHINGA

- 2.5 Ko ngā tuhinga katoa hei hainatangamā Te Rūnanga o Ngāti Rēhia Trust mō te tuku o Kororipo Pā i te rā waitohu, i mua raini i te rā tuku, me -
- 2.5.1 tuku mai e te Karauna ki Te Rūnanga o Ngāti Rēhia Trust; me
- 2.5.2 waitohu, ā, whakahokia e Te Rūnanga o Ngāti Rēhia Trust.

### RŪRITANGA ME TE RĒHITATANGA

- 2.6 Me whakarite te Karauna, me utu hoki mō -
- 2.6.1 te whakarite, te whakaaetanga, me te monikuhu pēnā e whai take ana, mō te raraunga rūritanga whenua o Kororipo Pā ki tā te hiahia i roto i te ture tuku whenua, kia tuku i te tuhinga taitara whenuamō tētahi pānga angiangi i te wāhi.
- 2.6.2 te rēhitatanga o tētahi tuhinga e hāngai ana ki te tuku, e ai ki hoki te ture tuku o Kororipo Pā ki Te Rūnanga o Ngāti Rēhia Trust.

## **2 VESTING OF KORORIPO PĀ (ENGLISH)**

### **SAME MANAGEMENT REGIME AND CONDITION**

- 2.1 Until the vesting date, the Crown must –
- 2.1.1 continue to manage and administer Kororipo Pā in accordance with its existing practices for the property; and
  - 2.1.2 maintain Kororipo Pā in substantially the same condition that it is in at the date of this deed.
- 2.2 Paragraph 2.1 does not require the Crown to restore or repair damage to Kororipo Pā by an event beyond the Crown's control.

### **ACCESS**

- 2.3 Access to Kororipo Pā traverses, in part, adjoining public conservation land. The Crown does not guarantee access to Kororipo Pā over those lands beyond existing rights of public access under the Reserves Act 1977.
- 2.4 However, if the Crown intends to dispose of adjoining public conservation land which currently provides access to Kororipo Pā in a manner that removes or reduces that access, the Crown must ensure the terms of the disposal provide reasonable access across that land to Kororipo Pā to enable management activities by Te Rūnanga o Ngāti Rēhia Trust and access for those whom Te Rūnanga o Ngāti Rēhia Trust acts as kaitiaki for in relation to the pā.

### **COMPLETION OF REQUIRED DOCUMENTATION**

- 2.5 Any documentation required to be signed by Te Rūnanga o Ngāti Rēhia Trust in relation to the vesting of Kororipo Pā, must, on or before the vesting date, be –
- 2.5.1 provided by the Crown to Te Rūnanga o Ngāti Rēhia Trust; and
  - 2.5.2 duly signed and returned by Te Rūnanga o Ngāti Rēhia Trust.

### **SURVEY AND REGISTRATION**

- 2.6 The Crown must arrange, and pay for, –
- 2.6.1 the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of Kororipo Pā to the extent it is required to enable the issue, under the vesting legislation, of a record of title for a fee simple estate in the property; and
  - 2.6.2 the registration of any document required in relation to the vesting under the vesting legislation of Kororipo Pā in Te Rūnanga o Ngāti Rēhia Trust.

### 3 TĀKE (TE REO MĀORI)

#### WHAKAMARUMARUTANGA

- 3.1 Ko te tuku o Kororipo Pā i, te tuku utu whakamarumaruru raini ki, Te Rūnanga o Ngāti Rēhia Trust, kia kaua e noho hei-
- 3.1.1 whakarato whai tāke mō ngā Tāke Hokohoko;
- 3.1.2 moniwhiwhi whakamātau mō ngā tāke moniwhiwhi.
- 3.2 Nō reira, me whakamarumaruru te Karauna i Te Rūnanga o Ngāti Rēhia Trust mō -
- 3.2.1 tētahi utu Tāke Hokohoko hei ututanga mā Te Rūnanga o Ngāti Rēhia Trust e hāngai ana ki te tuku o Kororipo Pā, mā te whakarite raini i tētahi utu whakamarumaruru; me
- 3.2.2 tētahi utu tāke moniwhiwhi hei ututanga mā Te Rūnanga o Ngāti Rēhia Trust, hei whai hoki i te tuku o Kororipo Pā, i te utu whakamarumaruru raini, hei whakamātau whiwhinga pūtea o Te Rūnanga o Ngāti Rēhia Trust; ka mutu
- 3.2.3 he utu, he here raini e tika ana nā Te Rūnanga o Ngāti Rēhia Trust, kia whai i ngā tohutohu o te Karauna -
- (a) mō te tono whakamarumaruru;
- (b) i roto i te kōwae 3.13, kōwae 3.14.1(b) raini.

#### NGĀ TEPENGA

- 3.3 Ko te whakamarumaruru tāke, kāhore e hāngai ana ki tā Te Rūnanga o Ngāti Rēhia Trust -
- 3.3.1 whakamahinga o Kororipo Pā, o te utu whakamarumaruru raini;
- 3.3.2 utu i ngā pire katoa e hāngai ana ki te tuku o Kororipo Pā.
- (koia ka tae ki roto i ngā ture tāke).

#### NGĀ WHAKAAETANGA

- 3.4 Kei rangirua ngā rōpū, e whakaae ana -
- 3.4.1 horekau tuhinga i tēnei wāhanga e mea ana -
- (a) ko te tuku o Kororipo Pā, ko te utu whakamarumaruru raini he, --
- (i) tāke mō ngā take Tāke Hokohoko;

(ii) whakamātau moniwhiwhi mō ngā tāke moniwhiwhi.

(b) me he taratī ohaoha Te Rūnanga o Ngāti Rēhia Trust, he rōpū ohaoha raini, ka whiwhi -

(i) taonga puretumu, he mōtika raini hāunga rā ngā take ohaoha;

(ii) moniwhiwhi, hāunga rā ngā moniwhiwhi kāhore ōna here ki ngā take tāke; ka mutu

3.4.2 ko Te Rūnanga o Ngāti Rēhia Trust, koia ko te rōpū kotahi e whakaaetia ana tēnei tuhinga whakaae kia whakahaerehia tētahi āheinga e rārangi mai ana i te wehenga HF 2(2)(d)(i), i te wehenga HF 2(3)(e)(i) o te Income Tax Act 2007.

### NGĀ MAHI PONO

3.5 Horekau tētahi o Te Rūnanga o Ngāti Rēhia Trust, te tangata e whai pānga ana, te Karauna raini ka mahi tukituki ki tā tēnei wāhanga 3.

3.6 Koia nei ko Te Rūnanga o Ngāti Rēhia Trust e whakaae ana -

3.6.1 mai i te rā tuku, e ea ai hoki ngā take Tāke Hokohoko, ka noho ia hei tangata rēhita, māna, kua kore ia e mahi nei i tētahi mahi whai tāke.

3.6.2 horekau tētahi e whai pānga ana, e āhei ana ki te tono mō te tuku o Kororipo Pā, mō te utu whakamarumaruru raini, -

(a) whiwhinga nama mō ngā take Tāke Hokohoko;

(b) tango raini mō ngā take tāke moniwhiwhi.

### TONO WHAKAMARUMARU

3.7 Ko Te Rūnanga o Ngāti Rēhia Trust me te Karauna, me tuku pānui ki a rāua anō i te wā tika ā, i te mōhioranga e tika ana kia riro i a Te Rūnanga o Ngāti Rēhia Trust tētahi utu whakamarumaruru.

3.8 Ko te tono whakamarumaruru

3.8.1 ka tonoa i te wā whai muri mai i te rā tuku; engari

3.8.2 me kua e tono e 20 rangi pakihi, nui ake, i mua i te rā me utu i te tāke. Ko taua rā ka -

(a) tohua e te arotake

(b) tohua raini he rā mō te utu i te tāke tārewa;



- (c) ki tētahi atu whakatau raini

3.8.3 me noho tata ki -

- (a) te taunaki o te tāke, ki tētahi atu utu pai, e whāia ana hoki e te Karauna; ka mutu
- (b) pēnā e hāngai ana te tono ki te take Tāke Hokohoko, ka mutu, e hiahia ana te Karauna ki te nama Tāke Hokohoko.

**UTU WHAKAMARUMARU**

- 3.9 Pēnā e āhei ana Te Rūnanga o Ngāti Rēhia Trust ki tētahi utu whakamarumaru, e pai ana kia utua e te Karauna ki -

3.9.1 Te Rūnanga o Ngāti Rēhia Trust;

3.9.2 te Kaikomihana o Te Tari Tāke raini, mō Te Rūnanga o Ngāti Rēhia Trust.

- 3.10 Me utu whakamarumaru Te Rūnanga o Ngāti Rēhia Trust i whakawhiwhia e ia, ki te Kaikomihana o Te Tari Tāke, i te tōmuritanga o -

3.10.1 te rā me utu i te tāke;

3.10.2 te rangi pakihi whai muri i te whiwhitanga mai o te utu whakamarumaru.

**TE UTU**

- 3.11 Ki te puta te whakatau kua kore e utua te utu whakamarumaru mō ētahi, mō te katoa raini o ngā tāke, me tere whakahoki Te Rūnanga o Ngāti Rēhia Trust te utu ki te Karauna mō tētahi nama -

3.11.1 kua whakahokia e te Kaikomihana o Te Tari Tāke ki Te Rūnanga o Ngāti Rēhia Trust;

3.11.2 kua whiwhia raini e Te Rūnanga o Ngāti Rēhia Trust engari kāhore anō kia utua, ka mutu, kāhore he take o te utu atu ki te Kaikomihana o Te Tari Tāke.

- 3.12 Horekau āheinga o Te Rūnanga o Ngāti Rēhia Trust ki te tohe, ki te tuku kerēme mō tētahi utu ka utua e ia, i roto i te kōwae 3.11.

**NGĀ WHAKATAU**

- 3.13 Me ārahi Te Rūnanga o Ngāti Rēhia Trust i te Karauna me tana tono ki te Kaikomihana o Te Tari Tāke mō tētahi whakatau, here, herekore raini, e hāngai ana ki te tuku o Kororipo Pā.

## TE WHAKATAU I NGĀ TAUTOHETANGA

3.14 Pēnā e āhei ana Te Rūnanga o Ngāti Rēhia Trust ki te utu whakamarumarū, ko tā te Karauna -

3.14.1 mā te tuku pānui atu ki Te Rūnanga o Ngāti Rēhia Trust

- (a) whakamahia tētahi mōtika kia whakatōmuri te utu tāke; ka mutu
- (b) whāia raini ngā tohutohu o te Karauna, kua whakatauhia hoki e te pukenga ture tāke. Ka tika ngā tohutohu, ka tika te mahi hei whakahoki, hei tohe atu raini i -
  - (i) tētahi arotake tāke;
  - (ii) tētahi pānui tāke raini me tētahi tono whakarerekē;

3.14.2 tohua raini, tohua anō hoki te kaiāwhina mō Te Rūnanga o Ngāti Rēhia Trust, i te wā e whakamahia ana e ia ana mōtika, i roto i te kōwae 3.14.1; ka mutu

3.14.3 kohia mai i te Kaikomihana o Te Tari Tāke, ngā tāke kua utua, ā, e noho ana hoki hei whakahokinga moni.

## NGĀ TAUTUHINGA

3.15 [Ki tēnei wāhanga, kei horopaki kore -

**tuku**, e hāngai ana ki te puretumu, e tae ana ki te utu, nama, whakawhiti, tuku, whakawātea mai, te waihanga, te tuku; ka mutu

**whakamahi**, e hāngai ana ki te puretumu, utu ārai pūnama raini, e tae ana ki te utu, tuku, tuari, mahi raini]

*[Note: Further kupu may be relocated here from the Deed in final version]*

### **3 TAX (ENGLISH)**

#### **INDEMNITY**

- 3.1 The vesting of Kororipo Pā in, or an indemnity payment to, Te Rūnanga o Ngāti Rēhia Trust is not intended to be –
- 3.1.1 a taxable supply for GST purposes; or
  - 3.1.2 assessable income for income tax purposes.
- 3.2 The Crown must, therefore, indemnify Te Rūnanga o Ngāti Rēhia Trust for –
- 3.2.1 any GST payable by Te Rūnanga o Ngāti Rēhia Trust in respect of the vesting of Kororipo Pā or the provision of an indemnity payment; and
  - 3.2.2 any income tax payable by Te Rūnanga o Ngāti Rēhia Trust as a result of the vesting of Kororipo Pā, or an indemnity payment, being treated as assessable income of Te Rūnanga o Ngāti Rēhia Trust ; and
  - 3.2.3 any reasonable cost or liability incurred by Te Rūnanga o Ngāti Rēhia Trust in taking, at the Crown's direction, action –
    - (a) relating to an indemnity demand; or
    - (b) under paragraph 3.13 or paragraph 3.14.1(b).

#### **LIMITS**

- 3.3 The tax indemnity does not apply to Te Rūnanga o Ngāti Rēhia Trust 's –
- 3.3.1 use of Kororipo Pā or an indemnity payment; or
  - 3.3.2 payment of costs, or any other amounts, in relation to the vesting of Kororipo Pā (which are subject to normal tax treatment).

#### **ACKNOWLEDGEMENTS**

- 3.4 To avoid doubt, the parties acknowledge –
- 3.4.1 nothing in this part is intended to imply that –
    - (a) the vesting of Kororipo Pā, or the payment of an indemnity payment, is –
      - (i) a taxable supply for GST purposes; or

(ii) assessable income for income tax purposes; or

(b) if Te Rūnanga o Ngāti Rēhia Trust is a charitable trust, or other charitable entity, it receives –

(i) redress, assets, or rights other than for charitable purposes; or

(ii) income other than as exempt income for income tax purposes; and

3.4.2 Te Rūnanga o Ngāti Rēhia Trust is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

### **CONSISTENT ACTIONS**

3.5 None of Te Rūnanga o Ngāti Rēhia Trust, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.

3.6 In particular, Te Rūnanga o Ngāti Rēhia Trust agrees that –

3.6.1 from the vesting date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and

3.6.2 neither it, nor any person associated with it, will claim with respect to the vesting of Kororipo Pā, or the payment of an indemnity payment, –

(a) an input credit for GST purposes; or

(b) a deduction for income tax purposes.

### **INDEMNITY DEMANDS**

3.7 Te Rūnanga o Ngāti Rēhia Trust and the Crown must give notice to the other as soon as reasonably possible after becoming aware that Te Rūnanga o Ngāti Rēhia Trust may be entitled to an indemnity payment.

3.8 An indemnity demand –

3.8.1 may be made at any time after the vesting date; but

3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –

(a) specified in an assessment; or

(b) a date for the payment of provisional tax; or

(c) otherwise determined; and

3.8.3 must be accompanied by –

- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

### **INDEMNITY PAYMENTS**

3.9 If Te Rūnanga o Ngāti Rēhia Trust is entitled to an indemnity payment, the Crown may make the payment to –

3.9.1 Te Rūnanga o Ngāti Rēhia Trust; or

3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, Te Rūnanga o Ngāti Rēhia Trust.

3.10 Te Rūnanga o Ngāti Rēhia Trust must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –

3.10.1 the due date for payment of the tax; or

3.10.2 the next business day after receiving the indemnity payment.

### **REPAYMENT**

3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, Te Rūnanga o Ngāti Rēhia Trust must promptly repay to the Crown any amount that –

3.11.1 the Commissioner of Inland Revenue refunds or credits to Te Rūnanga o Ngāti Rēhia Trust; or

3.11.2 Te Rūnanga o Ngāti Rēhia Trust has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

3.12 Te Rūnanga o Ngāti Rēhia Trust has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

### **RULINGS**

3.13 Te Rūnanga o Ngāti Rēhia Trust must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the vesting of Kororipo Pā.

### **CONTROL OF DISPUTES**

3.14 If Te Rūnanga o Ngāti Rēhia Trust is entitled to an indemnity payment, the Crown may –

- 3.14.1 by notice to Te Rūnanga o Ngāti Rēhia Trust, require it to –
- (a) exercise a right to defer the payment of tax; and/or
  - (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –
    - (i) a tax assessment; and/or
    - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or
- 3.14.2 nominate and instruct counsel on behalf of Te Rūnanga o Ngāti Rēhia Trust whenever it exercises its rights under paragraph 3.14.1; and
- 3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

#### **DEFINITIONS**

- 3.15 In this part, unless the context requires otherwise, –

*[Note: definitions are to be removed from clause 4 of the deed and inserted here in deed signing version, definitions proposed in te reo Māori version of this schedule will be confirmed in that version also.]*

3.133.14.1(b)3.113.14.1

## 4 WHAKAAETANGA WHAKAHAERE / MANAGEMENT AGREEMENT



Department of Conservation  
*Te Papa Atawhai*



### KORORIPO PĀ - MANAGEMENT AGREEMENT

**THIS AGREEMENT** is made this      day of

#### **PARTIES:**

- 1. TE RŪNANGA O NGĀTI RĒHIA TRUST** ("TRONRT")
- 2. DIRECTOR-GENERAL OF CONSERVATION** ("the Director-General")

#### **BACKGROUND**

- A.** Te Runanga o Ngāti Rēhia Trust will be the administering body of the Kororipo Pā Historic Reserve (**Kororipo Pā**) for the purposes of the Reserves Act 1977 and has the responsibility to manage the land as kaitiaki in accordance with tikanga Ngāti Rēhia.
- B.** The Director-General is the administrative head of the Department of Conservation *Te Papa Atawhai* ("the Department"). The Department is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- C.** TRONRT on behalf of Ngāti Rēhia has entered into a Deed of Agreement with the Crown [dated X] in respect of the transfer of ownership of Kororipo Pā on-account of the comprehensive Ngāpuhi historical Treaty of Waitangi settlement.
- D.** TRONRT and the Crown have agreed that the Director-General will provide management services for Kororipo Pā in accordance with this Agreement as set out in the schedules to this document consistent with section 4 of the Conservation Act 1987.
- E.** TRONRT and the Director-General wish to record the terms and conditions of their Agreement in relation to the management services agreed for Kororipo Pā.
- F.** Under sections 53(1) and 53(2)(i) of the Conservation Act 1987 the Director-General has the power to enter into agreements necessary for exercising such powers as to enable the Department to perform its functions.

## OPERATIVE PARTS

1. The parties agree that the Director-General will provide management services for Kororipo Pā to the extent and in the manner set out in the schedules to this document.

SIGNED on behalf of the Director-General of Conservation by [insert name of delegate and position]

acting under delegated authority

Signature:

In the presence of (witness)

Signature:

Name:

Occupation:

Address:

A copy of the Instrument of Delegation may be inspected at the Director-General's office at Conservation House *Whare Kaupapa Atawhai*, 18 - 32 Manners Street, Wellington 6011

SIGNED by [insert name ]

authorised signatory for the TRONRT

Signature:

In the presence of (witness)

Signature:

Name:

Occupation:

Address:



## **SCHEDULE 1 OF KORORIPO PĀ MANAGEMENT AGREEMENT**

### **GENERAL TERMS AND CONDITIONS**

1. The parties agree to perform the general obligations set out in this schedule.
2. The specific terms and conditions that relate to Kororipo Pā are set out in schedule 2 (“the Management Services”).

### **Reserve Management Plan**

3. In accordance with section 41 of the Reserves Act 1977 (“Reserves Act”), TRONRT will prepare a reserve management plan (“the RMP”) in conjunction with the Director-General for Kororipo Pā.
4. Before notifying the draft RMP under sections 41(6)(a)-(c) of the Reserves Act, TRONRT and the Director-General will use their best endeavours to agree the objectives in the draft RMP.
5. TRONRT may nominate Department staff to the committee to hear any objections and comments arising under section 41(6)(d) of the Reserves Act in relation to the draft RMP.

### **Delivery of other Management Services**

6. The Director-General shall provide the Management Services for Kororipo Pā in a manner that complies with the RMP and the Reserves Act, Te Ture Whakahoki i a Kororipo Pā **2025**/the Kororipo Pā Vesting Act **2025** (as defined in the Deed of Agreement) and other such relevant legislation and amendments.
7. If the Director-General cannot provide the Management Services in a manner that complies with the RMP and the Reserves Act, Te Ture Whakahoki i a Kororipo Pā **2025**/the Kororipo Pā Vesting Act **2025** and other such relevant legislation and amendments, the parties will meet to attempt to resolve the inconsistency through good faith discussions.
8. If the parties cannot resolve the inconsistency through good faith discussions, the parties shall discuss amending either the Management Services or the RMP to resolve the inconsistency.

### **Budgeting, planning and review**

9. Subject to clause 6, the Director-General has sole discretion in relation to budgetary constraints on the expenditure of monies that are the subject of its appropriation for the Management Services, including assistance with the RMP as provided for under clause 3.
10. TRONRT acknowledges that the cost of the Management Services, meeting the objectives of the RMP and assisting with the RMP development as provided for under clause 3 are subject to the Department’s budgetary constraints.

11. The parties shall discuss in good faith, on an annual basis:
  - a. performance of the Management Services over the past year;
  - b. TRONRT priorities for the coming year; and
  - c. the extent to which the Director-General can contribute Management Services towards those priorities.
12. In the event that the Director-General considers it is unable to perform or contribute towards the Management Services or any obligations under the RMP due to budgetary constraints, the Director-General shall inform the TRONRT of this in writing within 10 working days of its decision that it is unable to perform the Management Services. The District Operations Manager must also raise this matter for discussion at the next annual meeting to discuss performance referenced in clause 11.

#### **Director-General's obligations**

13. The Director-General, if undertaking the Management Services directly with agreement of TRONRT, must:
  - a. undertake the Management Services in a safe, reliable and competent manner and comply with all statutes, bylaws and regulations, and all notices and requisitions of any "competent authority" relating to the Management Services.
  - b. take all practical steps to protect the safety of all persons present or in the vicinity of Kororipo Pā and where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Management Services.
14. The Director-General's obligations will be delegated to the relevant District Operations Manager.

#### **Reporting and communication**

15. The Director-General shall report to TRONRT at the annual meeting under clause 11 on its implementation of the Management Services and any issues that have arisen.

#### **Notices**

16. Any notice required to be served on TRONRT or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 3 or such other address provided by the parties (from time to time).
17. In the event of a change in address the relevant party must notify the other party of the change in writing immediately.

18. TRONRT must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.
19. Where TRONRT is required to provide notice under this Agreement provision of notice in writing to the District Operations Manager at the address stated in Schedule 3 shall suffice.

### **Dispute resolution**

20. The parties acknowledge and agree that they:
  - a. wish to minimise and promptly settle any dispute which may arise;
  - b. must make active efforts in good faith to resolve any such disputes in accordance with clauses 20 – 22; and
  - c. will give the other written notice of the dispute including a description of the main issues.
21. The following process shall be undertaken once notice is received by the other party to this Agreement:
  - a. Within 15 working days of being given written notice, the relevant contact person from the Department and TRONRT will meet to work in good faith to resolve the issue.
  - b. If the dispute has not been resolved within 20 working days of receipt of the notice given under clause 20.c, the Director-General and the Chair of TRONRT will meet to work in good faith to resolve the issue.
  - c. If the dispute has still not been resolved within 30 working days of the receipt of the notice given under clause 20.c, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the Chair of TRONRT will meet to work in good faith to resolve the issue.
22. Where the dispute has not been resolved within a reasonable period of time in accordance with clause 21.b or, if applicable, clause 21.c, 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 in accordance with this Agreement to the other party.
  - b. The parties will seek to agree a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice described in paragraph 22.a above, a mediator or mediators will be appointed by a Co-Tumuaki for the time being of Te Hunga Rōia Māori o Aotearoa/The New Zealand Māori Law Society Inc. The mediator or mediators will be:

- i. familiar with tikanga Māori and te reo Māori;
    - ii. familiar with tikanga based dispute resolution; and
    - iii. independent of the dispute.
  - c. The mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature.
23. The costs of the mediator or mediators will be met jointly by the parties.
24. Each party will bear its own costs in every other respect.

### **Variation of Management Services**

25. The parties may only amend this Agreement by variation in writing. Agreement to, or execution of, any such variation shall not be unreasonably or arbitrarily withheld or delayed.

### **Review**

26. The parties agree to review this Agreement every five (5) years from the settlement date at the annual meeting in clause 11, and additional reviews may take place at the option of either party in the event of any material changes to the legislation, policies, or circumstances relevant to Kororipo Pā and the RMP.

### **No Indemnity**

27. The Director-General acknowledges and agrees that there will be no indemnity provided by TRONRT with respect to any actions, claims, demands, losses, damages, costs, injuries, or expenses as a result of the performance of the Management Services.

### **Crown's Responsibility**

28. The Crown will be responsible for all actions, claims, demands, losses, damages, costs and expenses arising from the Director-General's performance of the Management Services where that involves undertaking the activities directly (including any services undertaken by the Crown prior to the Vesting Date) unless such actions, claims, demands, losses, damages, costs and expenses are caused or contributed to by any act, omission, neglect or breach on the part of TRONRT.
29. Where the Director-General has agreed in any budget year to undertake certain Management Services and in that year is later unable to perform the Management Services as agreed, then TRONRT shall be under no obligation to complete those Management Services.

### **Access**

30. TRONRT will allow the necessary and required access to the Director-General (including employees, agents and approved invitees) to ensure that the Management Services can be carried out if the Director-General is carrying out those services directly.

## **SCHEDULE 2 OF KORORIPO PĀ - MANAGEMENT AGREEMENT**

### **KORORIPO PĀ HISTORIC RESERVE (KORORIPO PĀ)**

#### **Description**

1. Kororipo Pā is 1.8 hectares approximately being Part Lot 1 DP 44183, Block XI Kerikeri Survey District.
2. Kororipo Pā is a key component of the Kororipo Heritage Park, a Tohu Whenua site that recognises the national importance of this strategic pā for over 500 years, including its role as being the centre of a community where Māori and Europeans came to trade, talk and learn from each other. [The importance of Kororipo Pā to Ngāti Rehia and to ngā hapū o Ngāpuhi tonu nui is recorded in the Deed of On-Account Vesting.]
3. The recreational amenities at Kororipo Pā include part of a walking track that extends from Hongi Hika Recreation Reserve onto the pā, and a small viewing platform with some interpretation panels.

#### **Management services to be provided for Kororipo Pā**

4. The Director-General will carry out the following Management Services within the budgetary constraints and annual planning priorities discussed with TRONRT under clause 11 of this Agreement or contribute funding to TRONRT to assist it to deliver the following Management Services:
  - a. assistance with preparation of the RMP (as per clauses 3-5 of this Agreement);
  - b. maintaining the walking track and other visitor structures to its current standard (as at the vesting date);
  - c. vegetation control, and weed monitoring and control;
  - d. technical heritage advice/support; and
  - e. Reserves Act enforcement and compliance activities.

### **SCHEDULE 3 OF KORORIPO PĀ - MANAGEMENT AGREEMENT**

#### **Addresses for Service:**

##### **The Director-General's address for Service is:**

Department of Conservation  
Pewhairangi/Bay of Islands Office  
34 landing Road  
Kerikeri 0230

#### **OR**

PO Box 128  
Kerikeri 0245  
Attention: Operations Manager, Kerikeri

##### **Te Runanga o Ngāti Rēhia Trust's address for service is:**

Chair  
Te Runanga o Ngāti Rēhia Trust  
2 Aranga Road  
Kerikeri, 0230

## 5 MAHERE O KORORIPO PĀ / PLAN OF KORORIPO PĀ





## **6      TE PIRE WHAKAHOKI I A KORORIPO PĀ/ DRAFT VESTING BILL**

**Follows on next page**