

NGĀTI AWA

and

HER MAJESTY THE QUEEN

in right of New Zealand

**DEED TO AMEND DEED OF
SETTLEMENT TO SETTLE NGĀTI
AWA HISTORICAL CLAIMS**

THIS DEED is made on 30 July 2004

BETWEEN

- (1) **NGĀTI AWA**
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

BACKGROUND

- A The Crown and Ngāti Awa are parties to a Deed of Settlement dated 27 March 2003.
- B Under a Supplementary Deed also dated 27 March 2003 references to the "date of this Deed" in the Deed of Settlement are generally taken to be references to the "Effective Date" as defined in the Supplementary Deed.
- C The Crown has agreed to Ngāti Awa's proposal that the Ngāti Awa Governance Entity under the Deed of Settlement should be established by a Private Act of Parliament.
- D The Deed of Settlement does not contemplate the Ngāti Awa Governance Entity being established in that manner and some of the conditional periods under the Deed of Settlement are no longer appropriate.
- E Accordingly, the Crown and Ngāti Awa have agreed to vary the Deed of Settlement.

BY THIS DEED the parties agree as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Terms defined in this Deed

In this Deed, unless the context requires otherwise:

Deed of Settlement means the Deed of Settlement described in Background A above; and

Supplementary Deed means the Supplementary Deed described in Background B above.

1.2 Definitions and interpretation from Deed of Settlement

Unless the context requires otherwise:

- (a) the terms defined in the Deed of Settlement and the Supplementary Deed have the same meaning in this Deed to Amend; and
- (b) the rules of interpretation set out in the Deed of Settlement apply to the interpretation of this Deed to Amend.

2 AMENDMENT TO DEFINITIONS IN THE DEED OF SETTLEMENT

2.1 New definition - Charter

Clause 15.1 of the Deed of Settlement is amended by the insertion of the following definition after the definition of *Cash Settlement Amount*:

“Charter means the charter approved by a postal ballot of the adult members of Ngāti Awa held between 26 January 2004 and 1 March 2004;”.

2.2 Amended definition of Deed of Covenant

Clause 15.1 of the Deed of Settlement is amended by the deletion of the definition of *Deed of Covenant* and its replacement with the following definition:

“Deed of Covenant means the Deed of Covenant referred to in clause 2.1.2(b) or in clause 2.2.2(b);”.

2.3 New definition – Governance Legislation

Clause 15.1 of the Deed of Settlement is amended by the insertion of the following definition immediately after the definition of *Fisheries Legislation*:

“Governance Legislation means the bill presented under clause 2.1.1 and, where the bill has become law, means, if the context requires, the Act resulting from the passing of such bill;”.

2.4 Amended definition of Ngāti Awa Governance Entity

Clause 15.1 of the Deed of Settlement is amended by the deletion of the definition of *Ngāti Awa Governance Entity* and its replacement with the following definition:

“Ngāti Awa Governance Entity means:

- (a) the body established by the Governance Legislation; or
- (b) the body established under *clause 2.2.2;*”.

2.5 Amended definition of Te Runanga o Ngāti Awa

Clause 15.1 of the Deed of Settlement is amended by the deletion of the definition of *Te Runanga o Ngāti Awa* and its replacement with the following definition:

“Te Runanga o Ngāti Awa means:

- (a) the Maori Trust Board constituted by section 4 of Te Runanga o Ngāti Awa Act 1988, as amended from time to time; and
- (b) when the Governance Legislation is passed, the body established by that legislation;”.

3 NEW SECTION 2 OF THE DEED OF SETTLEMENT

3.1 New Section 2

Section 2 of the Deed of Settlement is deleted and replaced with the new Section 2 set out in *Schedule 1* to this Deed to Amend.

3.2 New Schedule 2.1A

The Deed of Settlement is amended by the insertion of the new Schedule 2.1A (the Governance Legislation) set out in *Schedule 2* to this Deed to Amend.

3.3 New Schedules 2.1B and 2.1C

The Deed of Settlement is amended by the deletion of Schedule 2.1 of the Deed of Settlement and the insertion of new Schedules 2.1B and 2.1C in the form set in *Schedules 3* and *4* respectively to this Deed to Amend.

4 AMENDMENTS TO SECTION 12 OF THE DEED OF SETTLEMENT

4.1 New clause 12.1.1

Clause 12.1.1 of the Deed of Settlement is deleted and replaced with the following new clause 12.1.1:

“12.1.1 **This Deed and the Settlement are conditional**

This Deed and the Settlement are conditional on:

- (a) the adoption of the Charter under *clause 2.1.2* within 14 months of the date of this Deed;
- (b) the execution of the Deed of Covenant under *clause 2.1.2* within 1 month of the passing of the Governance

Legislation, if the Governance Legislation is passed within 27 months of the date of this Deed;

- (c) the establishment of the Ngāti Awa Governance Entity and the execution of a Deed of Covenant under *clause 2.2.2* within 34 months of the date of this Deed, if *clause 2.2.1* applies; and
- (d) the passing of the Settlement Legislation and the coming into force of those provisions of the Settlement Legislation which are required to give effect to this Deed within 36 months of the date of this Deed.”

4.2 New clause 12.3.1

Clause 12.3.1 of the Deed of Settlement is deleted and replaced with the following new clause 12.3.1:

“12.3.1 Crown to propose legislation for introduction

The Crown agrees that it will, within 18 months of the date of this Deed, propose for introduction legislation to give effect to the Settlement, and to achieve certainty in respect of, and to record the approval by Parliament of, the Settlement.”

5 SUPPLEMENTARY DEED

5.1 “Date of this Deed”

The Crown and Ngāti Awa record that the Effective Date under the Supplementary Deed is 25 June 2003 and, accordingly, all references to the “date of this Deed” in the Deed of Settlement (as amended by this Deed to Amend) are references to 25 June 2003, except as set out in clause 2.1.(c) of the Supplementary Deed.

5.2 Amendment to Supplementary Deed

Clause 2.1(c)(vi) of the Supplementary Deed is deleted.

6 PROCEEDINGS

6.1 Waitangi Tribunal

Ngāti Awa confirm that Ngāti Awa have advised the Waitangi Tribunal by written memorandum of the withdrawal of the Wai 1069 claim (Ngāti Awa Governance Entity Claim).

6.2 Notice of discontinuance

Ngāti Awa confirm that Ngāti Awa have obtained from the applicant in the proceedings *Te Runanga o Ngāti Awa v Attorney-General and Another* (C IV 2003 485 1421), and the Crown confirms that it has received, a notice of discontinuance of the proceedings in respect of those proceedings, signed by the solicitor for the applicant or plaintiff to those proceedings.

6.3 Discontinuance or termination through Settlement Legislation

Ngāti Awa acknowledge that if the claim or proceedings referred to in clause 6.1 or clause 6.2 are re-instigated or if new claims or proceedings based on the same issues are lodged or commenced, the Crown may through the Settlement Legislation or any other legislation withdraw or terminate such claims or proceedings.

EXECUTED as a Deed on 30 July 2004

SIGNED by TE RUNANGA O
NGĀTI AWA by affixing its
common seal in the presence of:



Hohupa MASON
(Signature of Secretary)

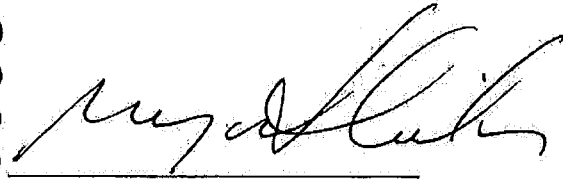
[Handwritten Signature]
(Signature of Secretary)

PATRICK HUDSON
(Signature of Board Member)

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(Signature of Board Member)

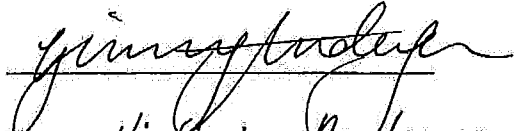
SIGNED for and on behalf of HER
MAJESTY THE QUEEN in Right of
New Zealand by the Minister in Charge
of Treaty of Waitangi Negotiations

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Honourable Margaret Wilson

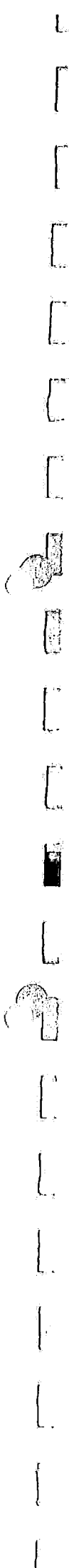
In the presence of:



Name: *Virginia Andersen*

Occupation: *Private Secretary*

Address: *Wellington*



SCHEDULE 1**NEW SECTION 2 OF THE DEED OF SETTLEMENT***(Clause 3.1)***2.1 GOVERNANCE LEGISLATION****2.1.1 Passing of the Governance Legislation**

Ngāti Awa agree, as soon as reasonably practicable after the date of this Deed and in any event within 16 months of the date of this Deed, to present a petition for a Private Bill under standing order 277 of the Standing Orders of the House in respect of a Bill which is in the form set out in *Schedule 2.1A*.

2.1.2 Charter and Deed of Covenant

Ngāti Awa agree:

- (a) as soon as reasonably practicable after the date of this Deed and in any event within 14 months of that date to procure that Te Runanga o Ngāti Awa adopts the Charter by passing a resolution approving the Charter and affixing its common seal to the Charter in accordance with the Maori Trust Boards Act 1955; and
- (b) as soon as reasonably practicable after the date on which the Governance Legislation comes into force, and in any event within 1 month of that date to procure that Te Runanga o Ngāti Awa executes a Deed of Covenant in the form set out in *Schedule 2.1B*.

2.1.3 Crown confirmation

The Crown confirms that it is satisfied that on the passing of the Governance Legislation and adoption of the Charter, Te Runanga o Ngāti Awa:

- (a) Will be an appropriate body to which the Crown will provide the redress under this Deed (other than the acknowledgements and apology given under *Section 3* which are given to Ngāti Awa generally);
- (b) Will have a structure that provides for:
 - (i) Representation of Ngāti Awa;
 - (ii) Transparent decision-making, and dispute resolution, processes; and

- (iii) Accountability to Ngāti Awa; and
- (c) Has been ratified by Ngāti Awa (by a ratification process agreed in writing by Ngāti Awa and the Crown) as an appropriate body to receive the redress referred to in *clause 2.1.3(a)*.

2.1.4 Not conditional

Clause 12.1.1 (which provides that this Deed is conditional) does not apply to *clauses 2.1.1 to 2.1.3*.

2.2 ALTERNATIVE GOVERNANCE ENTITY

2.2.1 Governance Legislation not passed

Ngāti Awa must in accordance with this *clause 2.2*, establish an alternative body if:

- (a) the Governance Legislation is not passed within 27 months of the date of this Deed; or
- (b) the Governance Legislation is passed within that period but with amendments, and:
 - (i) the Crown has notified Ngāti Awa in writing that the Crown considers that, because of those amendments, Te Runanga o Ngāti Awa no longer has all the characteristics set out in *clauses 2.1.3(a), (b) and (c)*; or
 - (ii) Ngāti Awa have notified the Crown in writing that Ngāti Awa consider that, because of those amendments, Te Runanga o Ngāti Awa is no longer an appropriate body to receive and manage the redress under this Deed.

2.2.2 Establishment of alternate Ngāti Awa Governance Entity

If *clause 2.2.1* applies, Ngāti Awa agree within 33 months of the date of this Deed:

- (a) To procure the establishment of a body which the Crown has advised Ngāti Awa in writing that the Crown is satisfied:
 - (i) Will be an appropriate body to which the Crown will provide the redress under this Deed (other than the acknowledgements and apology given under *Section 3* which are given to Ngāti Awa generally);

- (ii) Will have a structure that provides for:
 - (aa) Representation of Ngāti Awa;
 - (bb) Transparent decision-making, and dispute resolution, processes;
and
 - (cc) Accountability to Ngāti Awa; and
 - (iii) Has been ratified by Ngāti Awa (by a ratification process agreed in writing by Ngāti Awa and the Crown) as an appropriate body to receive the redress referred to in *clause 2.2.2(a)(i)* and to assume the Undertaking of Te Runanga o Ngāti Awa in accordance with *Schedule 2.2*; and
- (b) To procure the execution by the Ngāti Awa Governance Entity of a Deed of Covenant in the form set out in *Schedule 2.1C*.

2.2.3 Ngāti Awa agent to agree ratification processes

If clause 2.2.1 applies, Ngāti Awa appoints Te Runanga o Ngāti Awa as the agent for Ngāti Awa to agree with the Crown a process for the establishment and ratification of a body which is satisfactory to the Crown under *clause 2.2.2*.

2.2.4 Perpetuities Act 1964

If clause 2.2.1 applies, the Settlement Legislation will provide that, if the Ngāti Awa Governance Entity is a trust, the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 will not prescribe or restrict the period:

- (a) During which the Ngāti Awa Governance Entity may exist in law; or
- (b) During which the Ngāti Awa Governance Entity may deal with property.

2.2.5 Repeal of Te Runanga o Ngāti Awa Act 1988

If clause 2.2.1 applies, the Settlement Legislation will repeal all sections of the Te Runanga o Ngāti Awa Act 1988 other than section 11 of that Act.

2.2.6 Statutory recognition of Ngāti Awa Governance Entity

The Crown recognises, and the Settlement Legislation will state, that:

- (a) The Ngāti Awa Governance Entity is the appropriate body to receive, in accordance with the Settlement Legislation, the redress under the Settlement Legislation;

- (b) The Ngāti Awa Governance Entity is a body that represents Ngāti Awa; and
- (c) To avoid doubt, *clause 2.2.6(b)* does not limit the Crown's rights, functions, and obligations to other representative entities.

2.2.7 Transfer of Undertaking of Te Runanga o Ngāti Awa

- (a) If clause 2.2.1 applies, the Settlement Legislation will provide that on the Settlement Date:
 - (i) The Undertaking of Te Runanga o Ngāti Awa vest in the Ngāti Awa Governance Entity subject to all charges and other liabilities;
 - (ii) Te Runanga o Ngāti Awa is taken to be dissolved; and
 - (iii) Every person holding office as a member of Te Runanga o Ngāti Awa ceases to hold that office; and
- (b) To give effect to *clause 2.2.7(a)*, the Settlement Legislation will address the matters described in *Schedule 2.2*.

2.2.8 Ngāti Awa Governance Entity to be renamed Te Runanga o Ngāti Awa

If clause 2.2.1 applies, the parties acknowledge that, on Settlement Date, the name of the Ngāti Awa Governance Entity will change to "Te Runanga o Ngāti Awa" in accordance with the governance procedures of the Ngāti Awa Governance Entity.

2.2.9 Coming into force of Settlement Legislation

If clause 2.2.1 applies, the Settlement Legislation will include a mechanism to ensure that the Settlement Legislation does not come into force until the Ngāti Awa Governance Entity is established and has executed the Deed of Covenant.

2.2.10 Not conditional

Clause 12.1.1 (which provides that this Deed is conditional) does not apply to *clauses 2.2.1 to 2.2.3*.

2.3 REDRESS TO BE PROVIDED TO THE NGĀTI AWA GOVERNANCE ENTITY

Ngāti Awa agree that the Crown will provide the redress under this Deed (other than the acknowledgements and apology given under *Section 3* which are given to Ngāti Awa generally) to the Ngāti Awa Governance Entity on the terms set out in this Deed.

2.4 RATIFICATION OF SETTLEMENT AND MANDATE TO SIGN DEED

2.4.1 Definition

In this *clause 2.4.1 Eligible Member of Ngāti Awa* means a Member of Ngāti Awa registered on the register of Members of Ngāti Awa maintained by Te Runanga o Ngāti Awa and aged 18 years or over as at 20 December 2002.

2.4.2 Confirmation by Ngāti Awa

Ngāti Awa confirm that:

- (a) This Deed was ratified by Ngāti Awa by a majority of 87% of the valid votes cast in a postal ballot of the Eligible Members of Ngāti Awa; and
- (b) Each Mandated Negotiator has a mandate from Ngāti Awa to sign this Deed on behalf of Ngāti Awa by virtue of the ratification of the settlement as set out in *clause 2.4.2(a)*.

2.4.3 Confirmation by the Crown

The Crown confirms that it is satisfied with:

- (a) The ratification of this Deed by Ngāti Awa; and
- (b) The mandate to the Mandated Negotiators from Ngāti Awa to sign this Deed on behalf of Ngāti Awa.

2.5 APPOINTMENT OF AGENT FOR NGĀTI AWA

2.5.1 Ngāti Awa agent for other matters under this Deed

Te Runanga o Ngāti Awa may (in addition to the powers under *clause 2.2.3*) take any of the following action on behalf of Ngāti Awa under this Deed (until the Ngāti Awa Governance Entity signs the Deed of Covenant under *clause 2.1.2* or *clause 2.2.2*):

- (a) Give and receive any notice or other communication;
- (b) Exercise any right or power;
- (c) Waive any provision; and
- (d) Agree to any amendment.

2.5.2 Ngāti Awa Governance Entity to replace agent

Upon execution by the Ngāti Awa Governance Entity of the Deed of Covenant in accordance with the provisions of *clause 2.1.2* or *clause 2.2.2*:

- (a) The appointment of any agent for Ngāti Awa under *clause 2.2.3* terminates; and
- (b) All powers under *clause 2.5.1* may be exercised by the Ngāti Awa Governance Entity.

SCHEDULE 2

NEW SCHEDULE 2.1A TO THE DEED OF SETTLEMENT

(Clause 3.2)

Te Runanga o Ngati Awa Bill

Private Bill

Explanatory note

General policy statement

Background

Te Runanga o Ngati Awa was established as a legal entity and made a Maori Trust Board by Te Runanga o Ngati Awa Act 1988 to act for and on behalf of nga uri o nga hapu o Ngati Awa, being the members of the Ngati Awa tribe in the Eastern Bay of Plenty. Te Runanga o Ngati Awa replaced the Ngati Awa Trust Board (a charitable trust incorporated under the Charitable Trust Boards Act 1957) as the representative of Ngati Awa.

Since its establishment in 1988, Te Runanga o Ngati Awa has facilitated the continued prosecution by Ngati Awa of its claims against the Crown for various breaches of the Treaty of Waitangi dating back to the confiscation in 1865 of approximately 245 000 acres of Ngati Awa land under the New Zealand Settlements Act 1863. This has included the pursuit by Ngati Awa of its claims before the Waitangi Tribunal and subsequent negotiations with the Crown in order to settle those claims.

On 27 March 2003, Ngati Awa signed a deed of settlement with the Crown to settle its historical claims arising out of the Crown's various breaches of the Treaty of Waitangi. It is a condition of the settlement that Ngati Awa establish a governance entity to receive and administer the settlement redress for and on behalf of Ngati Awa. Te Runanga o

Ngati Awa, as presently constituted as a Maori Trust Board, is not regarded as a suitable entity to undertake this function.

As a result of lengthy negotiations between the Crown and Ngati Awa, and an equally lengthy process of internal discussion within Ngati Awa, agreement has been reached as to the nature of the governance entity that will receive and administer the settlement redress for Ngati Awa and generally represent Ngati Awa's interests in the future.

In establishing this entity it is not thought desirable to abolish Te Runanga. However, it is necessary to make changes to the structure of Te Runanga and the way that it operates.

Purpose of Bill

The purpose of this Bill is to give effect to the agreements between the Crown and Ngati Awa concerning the reconstitution of the structure and operations of Te Runanga so as to enable Te Runanga to receive and administer the Ngati Awa settlement redress for and on behalf of Ngati Awa.

Reconstitution of Te Runanga o Ngati Awa

Once reconstituted, Te Runanga o Ngati Awa would cease to be a Maori Trust Board under the Maori Trust Boards Act 1955. Instead it would become a stand alone body corporate to be administered under this Bill and Te Runanga o Ngati Awa Charter. The Charter will set out in detail the objects of Te Runanga as reconstituted, the rules relating to its operations, and the accountabilities that Te Runanga will have to the members of Ngati Awa. These accountabilities will replace the accountabilities to the Crown that are currently contained in the Maori Trust Boards Act 1955.

Before the introduction of the Bill, the restructuring proposal for Te Runanga, together with the terms of the Charter and this Bill, were approved by a postal ballot of the adult members of Ngati Awa.

Clause by clause analysis

Clause 1 is the Title clause.

Clause 2 is the commencement clause. The Bill comes into force on the day after the date on which it receives the Royal assent.

Part 1

Preliminary provisions

Clause 3 defines terms used in the Bill.

Clause 4 provides that the Bill binds the Crown.

Part 2

Establishment of Te Runanga o Ngati Awa

Clause 5 establishes Te Runanga o Ngati Awa. Te Runanga is the same body as established by Te Runanga o Ngati Awa Act 1988, but ceases to be a Maori Trust under the Maori Trust Boards Act 1955. *Clause 6* specifies the functions of Te Runanga. These are to be a body that represents Ngati Awa and that holds its assets in accordance with the charter.

Clause 7 makes Te Runanga a body corporate and gives it full rights and powers to carry out its functions.

Clause 8 provides that the charter of Te Runanga is the charter adopted—

- by postal ballot held between 26 January 2004 and 1 March 2004; and

- by resolution of Te Runanga on 25 June 2004. This clause also provides for what the charter must and may contain, and for its amendment and availability.

Clause 9 provides for the location of Te Runanga's head office and for changes to its location.

Part 3

Transitional provisions and repeals

Clause 10 provides for the continuation in office of the members of Te Runanga holding office immediately before the commencement of the Bill.

Clause 11 provides that, for taxation purposes, a declaration of trust executed by Te Runanga and approved by the Commissioner for Inland Revenue before the commencement of the Bill applies only in relation to property that Te Runanga held before the commencement of the Bill.

Clause 12 requires Te Runanga to prepare final accounts for itself as a Maori Trust Board and send them with a report of the Auditor-General to the Minister of Maori Affairs, who is to present them to the House of Representatives.

Clause 13 makes consequential amendments to the Maori Trust Boards Regulations 1985.

Clause 14 repeals Te Runanga o Ngati Awa Act 1988. The repeal does not affect the restoration of the character, mana, and reputation and pardon granted by section 11 of that Act. Section 11 is set out in the schedule of the Bill for ease of reference.

PCO 5755/S drafted by Frank Riley

Members' Name

Te Runanga o Ngati Awa Bill

Private Bill

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6	Functions of Te Runanga			
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Preamble

- (1) Te Runanga o Ngati Awa was constituted by Te Runanga o Ngati Awa Act 1988. That Act declared Te Runanga o Ngati Awa to be a Maori Trust Board within the meaning and for the purposes of the Maori Trust Boards Act 1955. Te Runanga o

Ngati Awa acts for and on behalf of nga uri o nga hapu o Ngati Awa, being the members of the Ngati Awa tribe in the Eastern Bay of Plenty:

- (2) On 27 March 2003 Ngati Awa entered into a deed of settlement with the Crown to settle all of its historical claims against the Crown under the Treaty of Waitangi:
- (3) It is a condition of the deed of settlement that a governance entity be established to receive and administer the settlement for and on behalf of Ngati Awa:
- (4) Discussions have occurred both within Ngati Awa and between Ngati Awa and the Crown in order to identify and agree on the nature of the governance entity to be established to receive and administer the settlement redress for and on behalf of Ngati Awa. Te Runanga o Ngati Awa, in its present role as a Maori Trust Board, is not regarded as suitable to undertake this function:
- (5) The Crown and Ngati Awa have agreed on the nature of the governance entity to be established to receive and administer the settlement. In establishing this entity, it is not thought desirable to abolish Te Runanga o Ngati Awa, but to make changes to its structure and the way it operates:
- (6) The members of Ngati Awa have, by postal ballot, agreed to the reconstitution of Te Runanga o Ngati Awa as proposed by this Act:
- (7) This Act is necessary to reconstitute Te Runanga o Ngati Awa and satisfy the condition in the deed of settlement for the establishment of a governance entity to receive and administer the settlement redress for and on behalf of Ngati Awa:

The Parliament of New Zealand therefore enacts as follows:

1 Title

This Act is Te Runanga o Ngati Awa Act 2004.

2 Commencement

This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1

Preliminary provisions

3 Interpretation

(1) In this Act, unless the context otherwise requires,—
charter—

- (a) means the charter of Te Runanga; and
- (b) includes any amendments made to the charter

customary rights means rights according to tikanga Maori (Maori customary values and practices), including the following:

- (a) rights to occupy land; and
- (b) rights in relation to the use of—
 - (i) land;
 - (ii) natural and physical resources

deed of settlement—

- (a) means the deed signed by representatives of Ngati Awa and the Crown on 27 March 2003 recording the settlement of Ngati Awa's historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngati Awa under the Treaty of Waitangi; and
- (b) includes any amendments made to the deed of settlement

hapu has the same meaning as in the charter

member of Ngati Awa means every individual referred to in paragraph (a)(ii) of the definition of **Ngati Awa**

Ngati Awa—

(a) means—

- (i) the collective group composed of individuals referred to in subparagraph (ii); and
- (ii) every individual who is—
 - (A) descended from a Ngati Awa tipuna;
 - (B) a member of a hapu, group, family, or whanau referred to in paragraph (b); and

(b) includes—

- (i) the hapu of Ngati Awa; and
- (ii) any hapu, group, family, or whanau composed of individuals referred to in paragraph (a)(ii).

Ngati Awa area of interest has the same meaning as in the charter

Ngati Awa tipuna means a person who exercised customary rights—

(a) by virtue of being descended from—

- (i) Awanuirangi II; or
- (ii) a recognised ancestor of the hapu; and

(b) at any time after 6 February 1840 predominantly in relation to the Ngati Awa area of interest

representatives of Te Runanga has the same meaning as in the charter

Te Kahui Kaumatua has the same meaning as in the charter

Te Runanga means Te Runanga o Ngati Awa established by section 5

Whakaruruhau has the same meaning as in the charter.

(2) For the purposes of the definitions of **Ngati Awa** and **Ngati Awa tipuna**, a person is descended from another person if the

person is descended from the other person by—

- (a) birth; or
- (b) legal adoption; or
- (c) Maori customary adoption in accordance with the custom of Ngati Awa.

- 4 Act binds the Crown**
This Act binds the Crown.

Part 2

Establishment of Te Runanga o Ngati Awa

- 5 Te Runanga o Ngati Awa established**
- (1) This section establishes Te Runanga o Ngati Awa.
 - (2) Te Runanga is the same body as established by Te Runanga o Ngati Awa Act 1988.
 - (3) However, Te Runanga ceases to be a Maori Trust Board within the meaning of the Maori Trust Boards Act 1955.
- 6 Functions of Te Runanga**
- (1) Te Runanga is a body that represents Ngati Awa.
 - (2) **Subsection (1)** does not limit the Crown's rights, functions, and obligations in relation to other representative entities.
 - (3) Te Runanga must hold and administer its assets in accordance with the charter.
- 7 Te Runanga to be body corporate with full rights and powers**
- (1) Te Runanga is a body corporate with perpetual succession and a common seal.
 - (2) For the purposes of carrying out its functions, Te Runanga

has—

- (a) full capacity to carry on or undertake any activity or business, do any act, or enter into any transaction; and
 - (b) for the purposes of **paragraph (a)**, full rights, powers, and privileges.
- (3) **Subsection (2)** applies subject to—
- (a) the provisions of this Act and any other enactment; and
 - (b) the general law.

8 Charter

- (1) The charter of Te Runanga is the charter adopted—
- (a) by postal ballot of the adult members of Ngati Awa held between 26 January 2004 and 1 March 2004
 - (b) by resolution of Te Runanga on 25 June 2004.
- (2) The charter must—
- (a) require Te Runanga to hold its assets on trust for the benefit of—
 - (i) the members of Ngati Awa as at the commencement of this Act; and
 - (ii) future members of Ngati Awa;
 - (b) specify the duties and obligations of Te Runanga in administering its assets; and
 - (c) specify the manner in which the representatives of Te Runanga are to be elected; and
 - (d) require Te Runanga to maintain a register of members of Ngati Awa.
- (3) The charter may—
- (a) provide specific objects that are consistent with **subsection (2)(a)** for which Te Runanga is to administer its assets; and
 - (b) without limiting **subsection (2)(a)** or **paragraph (a)**,

provide for Te Runanga,—

- (i) in administering its assets, to make provision for the benefit of any member or any class or classes of member of Ngati Awa; and
 - (ii) to accept, hold, or otherwise deal with any assets on trust for a specific purpose; and
 - (iii) to arrange for any of its assets to be held by—
 - (A) a community trust if Te Runanga has, at all times, the power to appoint and remove all of the trustees of the community trust;
 - (B) a company if, at all times, the company is wholly-owned by Te Runanga; and
 - (c) specify the manner in which Te Kahui Kaumata and Whakaruruhau are to be appointed; and
 - (d) contain any other provisions that are not inconsistent with this Act, any other enactment, or the general law.
- (4) The Trustee Act 1956 does not apply in relation to the assets held on trust under subsections (2)(a) and (3)(b).
 - (5) The charter may be amended by Te Runanga in accordance with any terms and conditions specified in the charter for its amendment.
 - (6) Te Runanga must ensure that copies of the charter may be purchased at a reasonable price at the head office of Te Runanga.

9 Head office

- (1) The head office of Te Runanga is at Louvain House, 10 Louvain Street, Whakatane.
- (2) Te Runanga may change the location of its head office.
- (3) A change in the location of Te Runanga's head office does not take effect until the address of the new location is notified in

the *Gazette*.

Part 3

Transitional provisions and repeals

10 Membership of Te Runanga

The persons holding office, immediately before the commencement of this Act, as members of the Board of Te Runanga under the Maori Trusts Boards Act 1955 continue to hold office as members of Te Runanga until the election of representatives of Te Runanga is completed under the charter.

11 Taxes and duties

- (1) This section applies for the purposes of the Inland Revenue Acts (as defined in section 3(1) of the Tax Administration Act 1994) and any other enactment that imposes or provides for the collection of any tax, duty, levy, rate or other charge.
- (2) Any declaration of trust executed by Te Runanga under section 24B of the Maori Trust Boards Act 1955 and approved by the Commissioner under that section before the commencement of this Act—
 - (a) applies only in relation to property that before the commencement of this Act was acquired by or vested in Te Runanga and (before that date) has been subjected to that declaration of trust; but
 - (b) does not apply to—
 - (i) the redress provided under the deed of settlement or any other property acquired by or vested in Te Runanga pursuant to or consequent upon the settlement of Ngati Awa's historical claims against the Crown in respect of the Crown's

breaches of its obligations to Ngati Awa under the Treaty of Waitangi; or

- (ii) any property acquired or vested in Te Runanga on or after the commencement of this Act.

12 Final accounts of Te Runanga as Maori Trust Board

- (1) As soon as reasonably practicable after the commencement of this Act, Te Runanga must cause to be prepared final accounts of Te Runanga o Ngati Awa as a Maori Trust Board as at the close of the day before the commencement of this Act.
- (2) A copy of the final accounts, together with a copy of the report of the Auditor-General on those accounts, must be sent by Te Runanga to the Minister of Maori Affairs.
- (3) A copy of the final accounts together with a copy of the report of the Auditor-General on those accounts, must be presented to the House of Representatives by the Minister of Maori Affairs as soon as practicable after their receipt by the Minister.

13 Consequential amendments to Maori Trust Boards Regulations 1985

- (1) Regulations 5C to 5K of the Maori Trust Boards Regulations 1985 are consequentially revoked.
- (2) The First and Second Schedules of the Maori Trusts Board Regulations 1985 are consequentially amended by omitting the items relating to Te Runanga o Ngati Awa.

14 Repeal

- (1) Te Runanga o Ngati Awa Act 1988 is repealed.
- (2) **Subsection (1)** does not affect the restoration of the character, mana, and reputation and the pardon granted by section 11 of Te Runanga o Ngati Awa Act 1988.
- (3) Section 11 of Te Runanga o Ngati Awa Act 1988 is set out in

the Schedule for ease of reference.

Schedule

s 14(3)

Section 11 of Te Runanga o Ngati Awa Act 1988

11 Character, mana, and reputation restored

He panui tenei ki te motu katoa, ka tutuki ana tenei Ture, koinei te wa e whakahokia ai ki a ratou te ihi, te mana, te tapu o nga tangata o Ngati Awa i mauhereheretia, i whakawakia i te tau 1865, ki o ratou whanau hoki, ki o ratou iwi, tae atu ki a Ngati Awa whanui. Ka wetekina katoatia nga whiu o te ture i pa ki a ratou i roto i nga pakanga whenua o Te Tau 1865.

It is hereby declared that after the passing of this Part of this Act the character, mana, and reputation of the persons of Ngati Awa descent who were arrested, tried, and labelled as rebels in or about 1865 is restored to them and their whanau and to the iwi of Ngati Awa as a whole, and a full pardon is hereby granted to them in respect of all matters arising out of the land wars in 1865.

SCHEDULE 3**NEW SCHEDULE 2.1B TO THE DEED OF SETTLEMENT***(Clause 3.3)***SCHEDULE 2.1B****DEED OF COVENANT***(Clause 2.1.2(b))*

Date:

PARTIES

- (1) **TE RUNANGA O NGĀTI AWA** (*Ngāti Awa Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand (*the Crown*)

BACKGROUND

- A Under a Deed of Settlement dated 27 March 2003 between Ngāti Awa and the Crown, the Crown agreed to provide certain redress to the Ngāti Awa Governance Entity, which was to be established by Ngāti Awa, subject to certain terms and conditions specified in the Deed of Settlement.
- B The Ngāti Awa Governance Entity was established on [date] by the passing of the [*insert name of Governance Legislation*] as the body to receive the redress to be provided by the Crown under the Deed of Settlement.
- C As required by *clause 2.1.2* of the Deed of Settlement, the Ngāti Awa Governance Entity covenants with the Crown as set out in this Deed.

NOW THE NGĀTI AWA GOVERNANCE ENTITY AGREES with the Crown as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires *Deed of Settlement* means the deed referred to in Background A.
- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.

1.3 The rules of interpretation set out in *clause 15.2* of the Deed of Settlement apply in the interpretation of this Deed.

2 THE NGĀTI AWA GOVERNANCE ENTITY'S COVENANT

2.1 The Ngāti Awa Governance Entity covenants with the Crown that from the date of this Deed the Ngāti Awa Governance Entity:

- (a) is a party to the Deed of Settlement as if it had been named as a party to the Deed of Settlement and had executed it; and
- (b) will observe and perform all the obligations of the Ngāti Awa Governance Entity under the Deed of Settlement; and
- (c) is bound by the terms of the Deed of Settlement.

2.2 The Ngāti Awa Governance Entity hereby ratifies and confirms all acknowledgements and agreements made in the Deed of Settlement and all elections made by, waivers given by, and all other actions taken in relation to, the Deed of Settlement by Ngāti Awa and by the agent appointed on behalf of Ngāti Awa under clause 2.5 of the Deed of Settlement and agrees to be bound by them.

3 NOTICES

Any notice to the Ngāti Awa Governance Entity may be given in the same manner as is specified in the Deed of Settlement. The Ngāti Awa Governance Entity's address for notices is: *[Details to be inserted]*

EXECUTED as a deed on the date first written above.

[insert appropriate attestation for the Ngāti Awa Governance Entity]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN in right)
of New Zealand by the Minister in Charge) _____
of Treaty of Waitangi Negotiations) []
in the presence of:)

Witness:

Signature

Occupation

Address

SCHEDULE 4**NEW SCHEDULE 2.1C TO THE DEED OF SETTLEMENT***(Clause 3.3)***SCHEDULE 2.1C****DEED OF COVENANT***(Clause 2.2.2(b))**Date:***PARTIES**

- (1) **TE RUNANGA O NGĀTI AWA** (*Ngāti Awa Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand (*the Crown*)

BACKGROUND

- A Under a Deed of Settlement dated 27 March 2003 between Ngāti Awa and the Crown, the Crown agreed to provide certain redress to the Ngāti Awa Governance Entity, which was to be established by Ngāti Awa, subject to certain terms and conditions specified in the Deed of Settlement.
- B The Ngāti Awa Governance Entity was [registered/established] on [date] as the entity to be established by Ngāti Awa under *clause 2.2.2* of the Deed of Settlement and to receive the redress to be provided by the Crown under the Deed of Settlement.
- C As required by *clause 2.2.2* of the Deed of Settlement, the Ngāti Awa Governance Entity covenants with the Crown as set out in this Deed.

NOW THE NGĀTI AWA GOVERNANCE ENTITY AGREES with the Crown as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires *Deed of Settlement* means the deed referred to in Background A.
- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.

(iii) Accountability to Ngāti Awa.

4 NOTICES

Any notice to the Ngāti Awa Governance Entity may be given in the same manner as is specified in the Deed of Settlement. The Ngāti Awa Governance Entity's address for notices is: *[Details to be inserted]*

EXECUTED as a deed on the date first written above.

[insert appropriate attestation for the Ngāti Awa Governance Entity]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN in right)
of New Zealand by the Minister in Charge) _____
of Treaty of Waitangi Negotiations) []
in the presence of:)

Witness:

Signature

Occupation

Address