

TUMUAKI
and
NGĀTI HAUĀ
and
THE TRUSTEES OF THE NGĀTI HAUĀ IWI TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS

TABLE OF CONTENTS

1	IMPLEMENTATION OF SETTLEMENT	2
2	INTEREST	3
3	TAX	4
4	NOTICE.....	8
5	MISCELLANEOUS.....	10
6	DEFINED TERMS	11
7	INTERPRETATION	21

1 IMPLEMENTATION OF SETTLEMENT

- 1.1 The trustees must use their best endeavours to ensure that every non-raupatu historical claim proceedings is discontinued as soon as practicable after the settlement date.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
- 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:
 - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:
 - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
 - (a) terminating a non-raupatu historical claim proceedings:
 - (b) giving further effect to this deed, including achieving -
 - (i) certainty in relation to a party's rights and/or obligations; and/or
 - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Ngāti Hauā or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngāti Hauā and every representative entity must -
- 1.4.1 support a bill referred to in paragraph 1.2.3; and
 - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

2 INTEREST

- 2.1 Within five business days of the signing of this deed, the Crown must pay interest on the financial and commercial redress amount, for the period -
- 2.1.1 beginning on 20 December 2012, being the date Ngāti Hauā agreed to a letter of commitment from the Crown; and
 - 2.1.2 ending on the day before the on-account payment is paid to the trustees under clause 7.4.
- 2.2 On the settlement date, the Crown must pay interest on the financial and commercial redress amount less the on-account payment, for the period -
- 2.2.1 beginning on the date the on-account payment is paid to the trustees; and
 - 2.2.2 ending on the day before the settlement date.
- 2.3 The interest is -
- 2.3.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding; and
 - 2.3.2 subject to any tax that may be payable in relation to it; and
 - 2.3.3 payable after withholding any tax required by legislation to be withheld.

3 TAX

INDEMNITY

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

LIMITS

- 3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 3.3.1 interest paid under part 2:
 - 3.3.2 the transfer under the settlement documentation of -
 - (a) a deferred selection property; or
 - (b) a second right of deferred purchase property; or
 - (c) RFR land:
 - 3.3.3 the trustees' -
 - (a) use of Crown redress or an indemnity payment; or
 - (b) payment of costs, or any other amounts, in relation to Crown redress.

ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge -
- 3.4.1 the Crown redress is provided -

HK

A

**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

3: TAX

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

3.4.2 in particular, the following are not consideration for the Crown redress:

- (a) an agreement under this deed to -
 - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
 - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:
- (b) the performance of that agreement; and

3.4.3 nothing in this part is intended to imply that -

- (a) the provision of Crown redress, or an indemnity payment, is -
 - (i) a taxable supply for GST purposes; or
 - (ii) assessable income for income tax purposes; or
- (b) if the trustees are trustees of a charitable trust, or are some other charitable entity, they receive -
 - (i) redress, assets, or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and

3.4.4 the transfer, under the settlement documentation, of any of the following is a taxable supply for GST purposes:

- (a) a deferred selection property
- (b) a second right of deferred purchase property:
- (c) RFR land; and

3.4.5 the trustees are the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

3.5 None of the trustees, nor a person associated with them, nor the Crown will act in a manner that is inconsistent with this part 3.

3.6 In particular, the trustees agree that -

3.6.1 from the settlement date, they will be a registered person for GST purposes, unless they are not carrying on a taxable activity; and

**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

3: TAX

3.6.2 neither they, nor any person associated with them, will claim with respect to the provision of Crown redress, or an indemnity payment, -

- (a) an input credit for GST purposes; or
- (b) a deduction for income tax purposes.

INDEMNITY DEMANDS

3.7 The trustees and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the trustees may be entitled to an indemnity payment.

3.8 An indemnity demand -

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

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

- (a) specified in an assessment; or
- (b) a date for the payment of provisional tax; or
- (c) otherwise determined; and

3.8.3 must be accompanied by -

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

INDEMNITY PAYMENTS

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

3.9.1 the trustees; or

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

3.10 The trustees must pay an indemnity payment received by them 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, the trustees must promptly repay to the Crown any amount that -

AK

J

**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

3: TAX

- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the trustees; or
- 3.11.2 the trustees have received but have not paid, and are not required to pay, to the Commissioner of Inland Revenue.
- 3.12 The trustees have no right of set-off or counterclaim in relation to an amount payable by them under paragraph 3.11.

RULINGS

- 3.13 The trustees must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

CONTROL OF DISPUTES

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

DEFINITIONS

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

provision, in relation to redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

use, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

AKL

JD

4 NOTICE

APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 11 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property, a deferred selection property, or a second right of deferred purchase property.

REQUIREMENTS

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

TIMING

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

AK

AK

4: NOTICE

ADDRESSES

4.6 The address of -

4.6.1 Ngāti Hauā and the trustees is –

Ngati Hauā Iwi Trust
PO Box 270
33 Studholme Street
MORRINSVILLE

4.6.2 the Crown is –

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

Facsimile No. 04 473 3482

NR



5 MISCELLANEOUS

AMENDMENTS

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

ENTIRE AGREEMENT

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

5.2.1 constitutes the entire agreement; and

5.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.

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

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

5.4.2 does not waive a right by -

(a) failing to exercise it; or

(b) delaying in exercising it; and

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

(a) that right again; or

(b) another right.





6 DEFINED TERMS

6.1 In this deed -

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

agreement in principle means the agreement in principle referred to in clause 1.10.2; and

area of interest and **Ngāti Hauā Area of Interest** means the area identified as the area of interest in part 1 of the attachments; and

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

attachments means the attachments to this deed, being the area of interest, the deed plans, the relationship agreement in relation to Te Kauwhanganui o Māhuta and Ngāti Hauā taonga, Waharoa Aerodrome land, the School House site diagram, the RFR land, and the draft settlement bill; and

board of trustees has the meaning given to it by clause 7.10; and

business day means a day that is not -

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

commercial redress property means each property described in subpart A of part 4 of the property redress schedule, and includes the property described in subpart B of part 4 of the property redress schedule if clause 7.11 applies in respect of the School House site, unless and until the property ceases to be a commercial redress property under clause 7.15.2(a); and

Commissioner of Inland Revenue includes, where applicable, the Inland Revenue Department; and

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

**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

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

conservation document means a conservation management strategy, a conservation management plan, and a national park management plan, each of which terms has the meaning given to it by section 12 of the draft settlement bill; and

Conservation relationship agreement means the Conservation relationship agreement in part 4 of the documents schedule; and

Council's Waharoa Aerodrome land has the meaning given to it by clause 5.30.1; and

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

Crown redress -

(a) means redress -

- (i) provided by the Crown to the trustees; or
- (ii) vested by the settlement legislation in the trustees that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes the right of the trustees under the settlement documentation -

- (i) to acquire a deferred selection property; and
- (ii) to acquire a second right of deferred purchase property; and
- (iii) of first refusal in relation to RFR land; and

(c) includes any part of the Crown redress; and

(d) does not include -

- (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property, a second right of deferred purchase property, or RFR land; or
- (ii) a deferred selection property, a second right of deferred purchase property, or RFR land; and

cultural redress means the redress provided by or under -

- (a) part 5 of the main body of the deed; or
- (b) part 6 of the main body of the deed; or
- (c) the settlement legislation giving effect to any clause in either of those parts; and

cultural redress property means each vested cultural redress property; and

KL

A

**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

cultural transfer terms means the terms of transfer in relation to the early release cultural properties to be entered into by the trustees and a person authorised by -

- (a) the Commissioner of Crown Lands for the property known as 53 Firth Street, Matamata; and
- (b) the Deputy Secretary and Director Treaty, Office of Treaty Settlements for the property known as 72 Firth Street, Matamata; and
- (c) the Chief Executive of Land Information New Zealand for all other early release cultural properties; and

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

deed of recognition means each deed of recognition in part 7 of the documents schedule; and

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

deed plan means a deed plan in part 2 of the attachments; and

deferred selection period means the time period of six months commencing from the settlement date during which the trustees may exercise its right of deferred purchase in relation to a deferred selection property; and

deferred selection property means each property described in part 5 of the property redress schedule; and

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

documents schedule means the documents schedule to this deed; and

draft settlement bill means the draft settlement bill in part 7 of the attachments; and

early release cultural property means each property described in part 3 of the property redress schedule; and

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

eligible member of Ngāti Hauā means a member of Ngāti Hauā who on 28 June 2013 was -

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

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

KH

a

**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

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

financial and commercial redress means the redress provided by or under -

- (a) part 7; or
- (b) the settlement legislation giving effect to any clause in that part; and

financial and commercial redress amount means the amount referred to in clause 7.1 as the financial and commercial redress amount, being \$13,000,000; and

general matters schedule means this schedule; and

GST -

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

Hauraki Collective means the negotiating body established to represent the iwi of Hauraki in the negotiation of the settlement of all historical Treaty claims and includes any future post-settlement governance entity established to hold collective redress on behalf of the iwi of Hauraki; and

Hauraki deed of settlement has the meaning given to it by paragraph 8.2.1 of the property redress schedule; and

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

indemnity demand means a demand made by the trustees to the Crown under part 3 of this schedule for an indemnity payment; and

indemnity payment means a payment made by the Crown under part 3 of this schedule; and

integrated river management plan means has the same meaning as in section 35 of the Waikato-Tainui Act; and

iwi of Hauraki means Ngāi Tai ki Tāmaki, Ngāti Hako, Ngāti Hei, Ngāti Maru, Ngāti Porou ki Hauraki, Ngāti Pūkenga, Ngāti Rahiri Tumutumu, Ngāti Tamatera, Ngāti Tara Tokanui, Ngāti Whanaunga, and Te Patukirkiri; and

joint board has the meaning given to it by clause 5.17.1(c); and

Karapiro to Lake Arapuni sub-catchment means the area coloured yellow on SO 409144 in the attachments to the NKK deed of settlement; and

Kīngitanga Accord means the accord made between Waikato-Tainui and the Crown, dated 22 August 2008, amongst other matters, to enhance and sustain the relationship between Waikato-Tainui, under the mana of Kīngitanga, and the Crown; and

KK



**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

Kīngitanga meeting has the meaning given to it by clause 5.3.2; and

land holding agency, in relation to, -

- (a) a vested cultural redress property, means the Department of Conservation; and
- (b) an early release cultural property, means the Ministry of Justice; and
- (c) a commercial redress property, a deferred selection property, or a second right of deferred purchase property, means the department specified opposite that property in part 4, part 5, or part 6, as the case may be, of the property redress schedule; and

LINZ means Land Information New Zealand; and

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

member of Ngāti Hauā means an individual referred to in clause 9.5.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

negotiators means the individuals referred to in clause 9.7.2; and

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

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

Ngāti Hauā has the meaning given to it by clause 9.5; and

Ngāti Hauā Iwi Trust means the trust known by that name and established by a trust deed dated 16 July 2013 and signed by Lance Kerikore Rapana, Alan Gillett, Te Ao Marama Maaka, Linda Ngapera Raupita, Rangitonga Kaukau, Adam Paaka Whauwhau, Mitchell Te Ihingarangi Rakatau, Robert Penetito; and

Ngāti Hinerangi deed of settlement means a deed between the Crown and Ngāti Hinerangi settling the historical claims of Ngāti Hinerangi; and

NKK deed of settlement has the meaning given to it by clause 5.47.1; and

non-raupatu historical claim proceedings means a non-raupatu historical claim made in any court, tribunal, or other judicial body; and

non-raupatu historical claims has the meaning given to it by clauses 9.2 to 9.4; and

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

on-account payment means the amount of \$6,500,000 paid by the Crown on account of the settlement as provided by clause 7.4.1; and

AKC

AKC

6: DEFINED TERMS

overlay classification means the site declared subject to an overlay classification by the settlement legislation, being the site referred to in clause 5.39.1; and

party means each of the following:

- (a) the Tumuaki;
- (b) Ngāti Hauā;
- (c) the trustees;
- (d) the Crown; and

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

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

protection principles means the protection principles in part 5 of the documents schedule; and

purchased deferred selection property means each deferred selection property in relation to which the trustees and the Crown are to be treated under paragraph 7.4 of the property redress schedule as having entered into an agreement for its sale and purchase; and

purchased second right of deferred purchase property means each second right of deferred purchase property in relation to which the trustees and the Crown are to be treated under paragraph 8.14.1 of the property redress schedule as having entered into an agreement for its sale and purchase; and

Raukawa Waikato River deed means the deed in relation to a co-management framework for the Waikato River between the Crown and Raukawa and the trustees of the Raukawa Settlement Trust dated 17 December 2009; and

redress means -

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.14; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

redress property means -

- (a) each cultural redress property; and
- (b) each commercial redress property; and

related school means, in respect of a School House site, the commercial redress property referred to in the description of School House site in subpart B of part 4 of the property redress schedule; and



**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

relevant consent authority for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area; and

representative entity means -

- (a) the trustees; and
- (b) a person (including any trustee or trustees) acting for or on behalf of -
 - (i) the collective group referred to in clause 9.5.1; or
 - (ii) any one or more members of Ngāti Hauā; or
 - (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 9.5.2; and

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

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

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

RFR land means the following land that, on the settlement date, is vested in the Crown, or the fee simple for which is held by the Crown, or Waikato District Health Board -

- (a) the land listed in part 6 of the attachments as RFR land; and
- (b) any land that has ceased to be a commercial redress property under clause 7.15.2(a); and
- (c) the land described in subpart B of part 4 of the property redress schedule if clause 7.11 does not apply in relation to that land; and

schedules means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents schedule; and

School House site means each property described in subpart B of part 4 of the property redress schedule as a School House site; and

second right of deferred purchase property means each property described in part 6 of the property redress schedule; and

settlement means the settlement of the non-raupatu historical claims under this deed and the settlement legislation; and

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

settlement document means a document entered into to give effect to this deed; and

AKL

[Signature]

NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS

6: DEFINED TERMS

settlement documentation means this deed, the settlement legislation, and any documentation entered into under clause 5.26 in relation to an early release cultural redress property; and

settlement legislation means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 8.1 is passed, the resulting Act; and

settlement property means -

- (a) each cultural redress property; and
- (b) each commercial redress property; and
- (c) each deferred selection property; and
- (d) each second right of deferred purchase property; and

statement of association means each statement of association in part 6 of the documents schedule; and

statement of Ngāti Hauā values means, in relation to the overlay classification site (being the site referred to in clause 5.39.1), the statement -

- (a) made by Ngāti Hauā of their values relating to their cultural, spiritual, historical, and traditional association with the site; and
- (b) that is in the form set out in part 5 of the documents schedule at the settlement date; and

statutory acknowledgment has the meaning given to it by section 27 of the draft settlement bill; and

taonga tūturu protocol means the taonga tūturu protocol in part 2 of the documents schedule; and

tax includes income tax and GST; and

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

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

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

Te Taurapa o Te Ihingarangi ki Te Puaha o Waitete sub-catchment means the area shown coloured green on SO 409144; and

terms of negotiation means the terms of negotiation referred to in clause 1.10.1; and

transfer value, in relation to -

- (a) a commercial redress property means the transfer value provided in part 4 of the property redress schedule in relation to that property; and

AKH

[Signature]

6: DEFINED TERMS

(b) a deferred selection property, or a second right of deferred purchase property, has the meaning given to it in part 9 of the property redress schedule; and

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

trustees means the trustees for the time being of the Ngāti Hauā Iwi Trust, in their capacity as trustees of the trust; and

trustees of the Ngāti Hauā Iwi Trust means the trustees from time to time of that trust; and

trustees of the Waikato Raupatu River Trust means the trustees from time to time of that trust; and

trustees/officials meeting has the meaning given to it by clause 5.2.2; and

Tumuaki has the meaning given to it by clause 9.7.1; and

Tumuaki/Crown meeting means each Tumuaki/Ministers meeting and each trustees/officials meeting; and

Tumuaki/Ministers meeting has the meaning given to it by clause 5.2.1; and

Upper Waikato River Act means the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010; and

Upper Waikato River deeds means -

(a) the deed in relation to co-management arrangements for the Waikato River between the Crown and the Tūwharetoa Māori Trust Board dated 31 May 2010; and

(b) Raukawa Waikato River deed; and

(c) the deed in relation to a co-management framework for the Waikato River between the Crown and Te Arawa River Iwi and the trustees of Te Arawa River Iwi Trust dated 9 March 2010; and

Upper Waikato River deeds and legislation means -

(a) the Upper Waikato River deeds; and

(b) the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010; and

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

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

Waharoa Aerodrome land has the meaning given to it by clause 5.30.2; and

Waharoa Aerodrome trust deed has the meaning given to it by clause 5.30.3; and

pkh



6: DEFINED TERMS

Waikato Raupatu River Trust has the same meaning as in section 6(2) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and

Waikato River Act means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and

Waikato River deeds means -

- (a) the Upper Waikato River deeds; and
- (b) the Waikato-Tainui deed of settlement; and

Waikato River Trust has the meaning that Trust is given by section 6(1) and (2) of the Waikato River Act; and

Waikato-Tainui deed of settlement means the deed of settlement in relation to the Waikato River between the Crown and Waikato-Tainui dated 17 December 2009; and

Waikato-Tainui Act means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and

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

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

KE

[Signature]

7 INTERPRETATION

- 7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 7.2 Headings do not affect the interpretation.
- 7.3 A term defined by -
- 7.3.1 this deed has the meaning given to it by this deed; and
 - 7.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as -
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
 - 7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 7.11 A reference to -
- 7.12 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated or replaced; and

**NGĀTI HAUĀ DEED OF SETTLEMENT:
GENERAL MATTERS**

7: INTERPRETATION

- 7.12.1 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
- 7.12.2 a party includes a permitted successor of that party; and
- 7.12.3 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.13 An agreement by two or more persons binds them jointly and severally.
- 7.14 If the Crown must endeavour to do something or achieve some result, the Crown -
- 7.14.1 must use reasonable endeavours to do that thing or achieve that result; but
- 7.14.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- (7.15 Provisions in -
- 7.15.1 the main body of this deed are referred to as clauses; and
- 7.15.2 the property redress, and general matters, schedules are referred to as paragraphs; and
- 7.15.3 the documents in the documents schedule are referred to as clauses; and
- 7.15.4 the draft settlement bill are referred to as sections.
- 7.16 If there is a conflict between a provision that is in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails.
- 7.17 The deed plans in the attachments that are referred to in the overlay classification, the statutory acknowledgement, and each deed of recognition indicate the general locations of the relevant sites and areas but not their precise boundaries.
- (7.18 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries.
- 7.19 The legal descriptions for -
- 7.19.1 the transferred cultural redress properties are in part 3 of the property redress schedule; and
- 7.19.2 the vested cultural redress properties are in schedule 3 of the draft settlement bill.