

**NGĀTI MANUHIRI**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

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## GENERAL MATTERS

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### 1: IMPLEMENTATION OF SETTLEMENT

#### 1 IMPLEMENTATION OF SETTLEMENT

- 1.1 The governance entity must use best endeavours to ensure that every historical claim proceedings is discontinued –
  - 1.1.1 by the settlement date; or
  - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
  - 1.2.1 advise the Waitangi Tribunal (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 an historical claims proceeding;
    - (b) giving further effect to this deed, including achieving –
      - (i) certainty in relation to a party's rights and/or obligations; and/or
      - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Ngāti Manuhiri or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngāti Manuhiri 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.

## GENERAL MATTERS

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### 2: INTEREST

## 2 INTEREST

- 2.1 The Crown must pay interest on the financial and commercial redress amount to the governance entity on the settlement date.
- 2.2 The interest is payable –
  - 2.2.1 for the period –
    - (a) beginning on the date of the agreement in principle; and
    - (b) ending on the day before the settlement date; and
  - 2.2.2 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.
- 2.3 The interest is –
  - 2.3.1 subject to any tax payable in relation to it; and
  - 2.3.2 payable after withholding any tax required by legislation to be withheld.

## GENERAL MATTERS

### 3: TAX

## 3 TAX

### INDEMNITY

3.1 The provision of Crown redress, or an indemnity payment, to the governance entity or, in the case of Te Maraeroa, to a named ancestor, is not intended to be –

3.1.1 a taxable supply for GST purposes; or

3.1.2 assessable income for income tax purposes; or

3.1.3 a dutiable gift for gift duty purposes.

3.2 The Crown must, therefore, indemnify the governance entity for –

3.2.1 any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment; and

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

3.2.3 any gift duty payable by the governance entity in respect of the provision of Crown redress that is –

(a) cultural redress; or

(b) the right under the settlement documentation to purchase RFR land; and

3.2.4 any reasonable cost or liability incurred by the governance entity 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 amounts paid or distributed by the Crown Forestry Rental Trust in relation to the licensed land, including rental proceeds and interest on rental proceeds:

## GENERAL MATTERS

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### 3: TAX

- 3.3.3 the transfer of RFR land under the settlement documentation:
- 3.3.4 the governance entity's –
  - (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 –
    - (a) to settle the 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 the provision of Crown redress, or an indemnity payment, is –
    - (a) a taxable supply for GST purposes; or
    - (b) assessable income for income tax purposes; or
    - (c) a dutiable gift for gift duty purposes; and
  - 3.4.4 the transfer of RFR land under the settlement documentation is a taxable supply for GST purposes; and
  - 3.4.5 the governance entity 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.

## GENERAL MATTERS

### 3: TAX

#### CONSISTENT ACTIONS

- 3.5 Neither the governance entity, nor a person associated with it, nor the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, the governance entity agrees that –
- 3.6.1 from the settlement 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 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 governance entity and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity 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 governance entity is entitled to an indemnity payment, the Crown may make the payment to –

## GENERAL MATTERS

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### 3: TAX

- 3.9.1 the governance entity; or
  - 3.9.2 the Commissioner of Inland Revenue on behalf of, and for the account of, the governance entity.
- 3.10 The governance entity 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, the governance entity must promptly repay to the Crown any amount that –
- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or
  - 3.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.
- 3.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

#### RULINGS

- 3.13 The governance entity 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 governance entity is entitled to an indemnity payment, the Crown may –
- 3.14.1 by notice to the governance entity, 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



## GENERAL MATTERS

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### 3: TAX

(ii) a notice in relation to the tax, including a notice of proposed adjustment; and

3.14.2 nominate and instruct counsel on behalf of the governance entity 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.

## GENERAL MATTERS

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### 4: NOTICE

## 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 5 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress 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 governance entity is giving the notice, it is effective if not less than two 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

## GENERAL MATTERS

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### 4: NOTICE

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.

### ADDRESSES

4.6 The address of –

4.6.1 Ngāti Manuhiri and the governance entity is –

Postal address: 307 Leigh Road  
Whangateau  
PO Box 57  
Leigh 0947

Contact person: Terrence (Mook) Hohneck  
Telephone: 094226548  
Facsimile: 094226547  
Email: [ngatimanuhirirmu@xtra.co.nz](mailto:ngatimanuhirirmu@xtra.co.nz)

4.6.2 the Crown is –

C/- The Solicitor-General  
Crown Law Office  
Level 10  
Unisys House  
56 The Terrace  
PO Box 2858  
**WELLINGTON**

Facsimile No. 04 473 3482

## GENERAL MATTERS

### 5: MISCELLANEOUS

## 5 MISCELLANEOUS

### AMENDMENTS

- 5.1 This deed may be amended only by written agreement signed by the governance entity 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.

### PRE-GOVERNANCE ENTITY AGENT

- 5.5 Ngāti Manuhiri appoints the mandated negotiators on behalf of Ngāti Manuhiri and the governance entity, to take any action under or in relation to this deed, including:
- 5.5.1 giving or receiving a notice or other communication; or
- 5.5.2 exercising a right or power; or

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### 5: MISCELLANEOUS

5.5.3 waiving a provision; or

5.5.4 agreeing to an amendment.

5.6 When the requirements of clause 7.6 have been met:

5.6.1 the appointment of the mandated negotiators under paragraph 5.5 terminates;  
and

5.6.2 the governance entity may, on behalf of Ngāti Manuhiri, take any action referred to in paragraph 5.5.

#### USE OF DEFINED TERM FOR SPECIAL GEOGRAPHIC NAMES

5.7 The defined terms “Te Hauturu-o-Toi / Little Barrier Island” and “Te Maraeroa” are not the official names of the geographic feature or Crown protected area to which it relates.

## 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 1.6; and

**area of interest** means the area identified as the area of interest in 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, and the RFR land; and

**authorised person** –

- (a) in relation to the Pākiri Riverbed site, means the Commissioner of Crown Lands;
- (b) in relation to each other cultural redress property, means the Director-General of Conservation; and
- (c) in relation to a commercial redress property, means a person authorised by the chief executive of the land holding agency; 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

## GENERAL MATTERS

### 6: DEFINED TERMS

**commercial redress property** means each property described in part 3 of the property redress schedule; and

**Commissioner of Crown Lands** has the same meaning as Commissioner in section 2 of the Land Act 1948; and

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

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

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

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

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

**conservation document** has the meaning part 7 of the legislative matters schedule provides for it to be given in the settlement legislation; and

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

**control**, for the purposes of paragraph (d) of the definition of Crown body, means –

- (a) in relation to a company, control of the composition of its board of directors; and
- (b) in relation to another body, control of the composition of the group that would be its board of directors if the body were a company; and

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

**Crown body** means –

- (a) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body which is wholly owned or controlled by any 1 or more of the following:

## GENERAL MATTERS

### 6: DEFINED TERMS

- (i) the Crown;
- (ii) a Crown entity;
- (iii) a State enterprise;
- (iv) the New Zealand Railways Corporation; and

a subsidiary of, or related company to, a company or body referred to in paragraph (d); and

**Crown forest land** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry licence** –

- (a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to licensed land, means the licence described in relation to that land in part 3 of the property redress schedule; and

**Crown Forestry Rental Trust** means the trust established by the Crown forestry rental trust deed; and

**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

**Crown minerals protocol** means a protocol issued under this deed and the settlement legislation by the Minister of Energy and Resources, as that protocol may be amended from time to time in accordance with the settlement legislation; and

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

**Crown redress** –

- (a) means redress –
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of the governance entity under the settlement documentation –



## GENERAL MATTERS

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### 6: DEFINED TERMS

- (i) to acquire a deferred selection property; and
- (ii) 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 (or the New Zealand Transport Agency) under the settlement documentation to transfer RFR land; or
  - (ii) RFR land; and

**cultural redress** means the redress provided by or under –

- (a) clauses 5.1 to 5.30; or
- (b) the settlement legislation giving effect to any of those clauses; and

**cultural redress property** means each property described in the appendix to the legislative matters schedule; and

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

**deed of recognition** means the deed of recognition in part 3 of the documents schedule; 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 the attachments; 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

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

**effective date** means the date that is 6 months after the settlement date; and

**eligible member of Ngāti Manuhiri** means a member of Ngāti Manuhiri who on 15 April 2011 was –

- (a) aged 18 years or over; and

## GENERAL MATTERS

### 6: DEFINED TERMS

- (b) registered on the register of members of Ngāti Manuhiri kept by the MOKO Trust for the purpose of voting on –
- (i) the ratification, and signing, of this deed; and
  - (ii) the approval of the governance entity to receive the redress; and

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

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

**financial and commercial redress** means the redress provided by or under –

- (a) clauses 6.1 to 6.8; or
- (b) the settlement legislation giving effect to any of those clauses; and

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

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

**gift duty** means gift duty imposed under the Estate and Gift Duties Act 1968 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 gift duty; and

**governance entity** means the trustees for the time being of the Ngāti Manuhiri Settlement Trust, in their capacity as trustees of that trust; 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

**Hauturu Plan** has the meaning given in clause 5.8; and

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

**historical claims** has the meaning given to it by clauses 8.2 to 8.4 and

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### 6: DEFINED TERMS

**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 governance entity to the Crown under part 3 of this schedule for an indemnity payment; and

**indemnity payment** means a payment made by the Crown to the governance entity or the Commissioner of Inland Revenue under part 3 of this schedule; and

**land holding agency**, in relation to, –

- (a) Pākiri Riverbed site, means LINZ;
- (b) each other cultural redress property means the Department of Conservation; and
- (c) a commercial redress property means the agency specified opposite that property in part 3 of the property redress schedule; and

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

**licensed land** –

- (a) means the land described in part 3 of the property redress schedule as licensed land; but –
- (b) excludes –
  - (i) all trees growing, standing, or lying on the land; and
  - (ii) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

**LINZ** means Land Information New Zealand; and

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

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

**mandated negotiators** means the individuals identified as the mandated negotiators by clause 8.7; and

**Māori land claims protection legislation** means the following sections:

- (a) 8A to 8HJ of the Treaty of Waitangi Act 1975;

## GENERAL MATTERS

### 6: DEFINED TERMS

(b) 27A to 27C of the State-Owned Enterprises Act 1986;

(c) 211 to 213 of the Education Act 1989;

(d) 35 to 37 of the Crown Forest Assets Act 1989; or

(e) 38 to 40 of the New Zealand Railways Corporation Restructuring Act 1990; and

**member of Ngāti Manuhiri** means an individual referred to in clause 8.5.1; and

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

**MOKO Trust** means the Manuhiri Omaha Kaitiakitanga Ora Trust; and

**month** means a calendar month; and

**New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa** means the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa continued by section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008; and

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

**Ngāti Manuhiri** has the meaning given to it by clause 8.5; and

**Ngāti Manuhiri Settlement Trust** means the trust established under clause 7.6; and

**Ngāti Manuhiri values** means the statement of Ngāti Manuhiri values; 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

**party** means each of the following:

(a) Ngāti Manuhiri;

(b) the governance entity;

(c) the Crown; and

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

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

**protected site** has the meaning given to it by paragraph 14.7.1 of the legislative matters schedule; and

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### 6: DEFINED TERMS

**protection principles** means the protection principles in the documents schedule, as they may be changed from time to time in accordance with the settlement legislation; and

**protocol** means a protocol issued under clause 5.19 and the settlement legislation; and

**redress** means –

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1-3.18; 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

**regional council** has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

**Registrar-General of Land** and **Registrar-General** means the Registrar-General of Land appointed under section 4 of Land Transfer Act 1952; and

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

**rental proceeds** has the meaning given to it by the Crown forestry rental trust deed; and

**representative entity** means –

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
  - (i) the collective group, referred to in clause 8.5.1; or
  - (ii) any one or more members of Ngāti Manuhiri; or
  - (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.5.2; and

**reserve** means a reserve under the Reserves Act 1977; and

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### 6: DEFINED TERMS

**reserve land** has the meaning given to it by paragraph 12.3.1 of the legislative matters schedule; and

**reserve site** means –

- (a) Mount Tamahunga summit site;
- (b) Leigh Recreation Reserve site;
- (c) Pākiri Domain Recreation Reserve site; and

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

**responsible department** means –

- (a) the Ministry for Culture and Heritage;
- (b) the Ministry of Economic Development;
- (c) any other department of State authorised by the Prime Minister to exercise or perform functions or duties in respect of matters covered by a protocol; and

**responsible Minister** means –

- (a) the Minister for Arts, Culture and Heritage; and
- (b) the Minister of Energy and Resources; and
- (c) any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties in respect of matters covered by a protocol; 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** has the meaning given to it by paragraphs 15.3 and 15.4 of the legislative matters schedule; and

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

## GENERAL MATTERS

### 6: DEFINED TERMS

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

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

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

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

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

**settlement trust** means the Ngāti Manuhiri Settlement Trust; and

**statement of association –**

- (a) means a statement made by Ngāti Manuhiri of their particular cultural, spiritual, historical, and traditional association with each statutory area; and
- (b) that is in the form set out in the documents schedule of this deed at the settlement date; and

**statement of Ngāti Manuhiri values** means, in relation to each whenua rahui site, the statement –

- (a) made by Ngāti Manuhiri 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 1 of the documents schedule at the settlement date; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation as provided for in part 8 of the legislative matters schedule; and

**statutory area** means an area described in clause 5.14.1 the general location of which is indicated on the deed plan referred to in relation to that area in that clause, but which does not establish the precise boundaries of the statutory area; and

**statutory plan –**

- (a) means a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as defined in section 43AA of the Resource Management Act 1991; and

## GENERAL MATTERS

### 6: DEFINED TERMS

(b) includes a proposed plan as defined in section 43AAC of the Resource Management Act 1991; and

**subsidiary** has the meaning given in section 5 of the Companies Act 1993; and

**taonga tūturu** -

(a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and

(b) includes ngā taonga tūturu (which has the meaning given in section 2(1) of that Act); and

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

**tax** includes income tax, GST, and gift duty; 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 Hauturu-o-Toi / Little Barrier Island Gift Area** means the area shown as Area A on deed plan OTS-125-02, being 2815.7630 hectares, more or less, being Section 2 SO 440008 (balance of the land in Gazette Notice 631196.1); and

**transfer value**, in relation to a commercial redress property, means the transfer value provided in part 3 of the property redress schedule in relation to that property; and

**Treaty of Waitangi** 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 Manuhiri Settlement Trust, in their capacity as trustees of the settlement trust; and

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

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

**whenua rahui site** means each site declared to be a whenua rahui by the settlement legislation, being the sites referred to in clauses 5.10 and 5.12 and the legal description of which is set out in the appendix to the legislative matters schedule; and



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### 6: DEFINED TERMS

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

## GENERAL MATTERS

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### 7: INTERPRETATION

## 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 –
- 7.3.1 defined by this deed has the meaning given to it by this deed; and
  - 7.3.2 the legislative matters schedule provides is to be defined by the settlement legislation, has the meaning given to it by that schedule, 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

## GENERAL MATTERS

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### 7: INTERPRETATION

- 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 –
- 7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and
  - 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
  - 7.11.3 a party includes a permitted successor of that party; and
  - 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown -
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
  - 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in –
- 7.14.1 the main body of this deed are referred to as clauses; and
  - 7.14.2 the property redress schedule, and the general matters schedule, and the legislative matters schedule are referred to as paragraphs; and
  - 7.14.3 the documents in the documents schedule are referred to as clauses.
- 7.15 References to parts of a schedule are to each part under a numbered heading.
- 7.16 If there is a conflict between a provision that is –
- 7.16.1 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; and
  - 7.16.2 in English and a corresponding provision in Māori, the provision in English prevails.

## GENERAL MATTERS

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### 7: INTERPRETATION

- 7.17 The deed plans in the attachments that are referred to in the whenua rahui provisions and the statutory acknowledgement indicate the general locations of the relevant areas but not their precise boundaries.