

NGATI POROU

and

**TE RUNANGANUI O NGATI POROU TRUSTEE LIMITED
as trustee of TE RUNANGANUI O NGATI POROU**

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

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GENERAL MATTERS

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 cease any land bank arrangement in relation to Ngati Porou or a representative entity, except to the extent necessary to enable the Crown to comply with its obligations under this deed in relation to deferred selection properties:
 - 1.2.4 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 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 Ngati Porou and every representative entity must –
- 1.3.1 support a bill referred to in paragraph 1.2.4; and
 - 1.3.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

2: NEW ZEALAND DEFENCE FORCE SCHOLARSHIPS AND AIRING OF GRIEVANCES

2 NEW ZEALAND DEFENCE FORCE SCHOLARSHIPS AND AIRING OF GRIEVANCES

NEW ZEALAND DEFENCE FORCE SCHOLARSHIPS AND HIGHER DEFENCE TRAINING

Officer entry scholarships

- 2.1 Where an applicant for entry to initial officer training in any of the Armed Forces, who identifies as Ngati Porou, obtains competitive placement in the scheme of entry, the New Zealand Defence Force will (with the applicant's approval) include "Ngati Porou" in the name of the scholarship.

Example: Kippenberger – Ngati Porou scholar.

Higher defence training

- 2.2 The New Zealand Defence Force will provide that where an officer is selected for higher defence training, the New Zealand Defence Force will (with the officer's approval) include "Ngati Porou" in the name of the training programme.

Example: Royal College of Defence Studies – Ngati Porou scholar.

- 2.3 The higher defence training to which this provision applies may change over time. At the date of this deed, the relevant training to which this provision will apply includes but is not limited to:

2.3.1 Royal College of Defence Studies:

2.3.2 Australian College of Defence and Strategic Studies:

2.3.3 International Fellowship, National Defence University.

- 2.4 The New Zealand Defence Force will consult with the selected officer and the governance entity on the location of the scholarship ceremony.

AIRING OF GRIEVANCES

- 2.5 Participants will have an opportunity to air their historical Treaty of Waitangi grievances against the Crown, either in person or through a representative, at hui, for a period of approximately 10 days over a three week period, commencing on a date to be agreed between the parties that is after the date of this deed and before the settlement date. The hui are likely to take place during the first half of 2011.

- 2.6 The hui will be held at three marae within the Ngati Porou rohe.

GENERAL MATTERS

2: NEW ZEALAND DEFENCE FORCE SCHOLARSHIPS AND AIRING OF GRIEVANCES

- 2.7 The hearings at the hui will be transcribed and recorded electronically for Ngati Porou and the Crown and the recording will contribute to the compilation of a Ngati Porou history. The hearings will also be simultaneously translated and webcast.
- 2.8 Every participant, or a representative of a participant, is to be given a fair opportunity to participate in the hearings at the hui. If a claim that is to be settled by this deed has been filed in the Waitangi Tribunal by more than one named individual, that claim will not automatically be allocated more time than those claims that have been filed in the Waitangi Tribunal by one named individual. Participants with more than one claim will be required to speak to all their claims within their time allocation.
- 2.9 The Crown will write to the participants to seek feedback on the airing of grievances proposal, after the proposal has been agreed between the Crown and the governance entity and not later than two months prior to the date of the hui.
- 2.10 Senior Ministers will attend the hui on behalf of the Crown to hear the participants' grievances. Other Crown officials may also accompany senior Ministers to hui in support.
- 2.11 A facilitator will be jointly appointed by Ngati Porou and the Crown and will oversee the administration of the process, facilitate the proceedings, and liaise between the participants at the hui and the Crown representatives.

3: NGATI POROU-CROWN RELATIONSHIP ACCORD

3 NGATI POROU-CROWN RELATIONSHIP ACCORD

COMMITMENT TO NGATI POROU-CROWN RELATIONSHIP ACCORD

- 3.1 The Crown and Ngati Porou wish to develop an enhanced relationship through an accord.
- 3.2 The purpose of the Ngati Porou-Crown relationship accord will be to —
- 3.2.1 affirm the commitment of the Crown and Ngati Porou to enter a new era of collaboration, to deliver improved outcomes from government investment in the Ngati Porou rohe; and
- 3.2.2 use existing Crown/Ngati Porou relationships, or develop new relationships where required, to strengthen Ngati Porou input into priority setting and decision-making related to government funding and responsibilities within particular portfolios and/or Crown providers (as appropriate) focused on erosion control, social services and public infrastructure in the Ngati Porou rohe.
- 3.3 The Ngati Porou-Crown relationship accord will build on the relationship fostered by the Whakamana accord.
- 3.4 The following principles underlie the legal expression, protection and recognition of the mana of Ngati Porou in relation to the Ngati Porou rohe, and provide context for Ngati Porou's approach to the accord:

Toitu te mana atua (principle 1)

- 3.4.1 the accord will provide a firmer basis for Ngati Porou to provide for the social, economic, cultural and spiritual wellbeing of people living in and passing through the Ngati Porou rohe:

Toitu te mana whenua (principle 2)

- 3.4.2 the accord will assist Ngati Porou to fulfill the kaitiaki role that it has continued to play in ensuring the sustainable management of natural and physical resources within the Ngati Porou rohe:

Toitu te mana tangata (principle 3)

- 3.4.3 the accord will enable Ngati Porou to assist with input into government infrastructure, erosion control and social services investment decisions, and affirm the enduring relationship which Ngati Porou has with its rohe and people:

GENERAL MATTERS

3: NGATI POROU-CROWN RELATIONSHIP ACCORD

Toitu te Tiriti o Waitangi (principle 4)

- 3.4.4 consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Crown will enter into the accord in good faith and as equals.
- 3.5 The accord will list the subject areas to which it applies. The subject areas will then be addressed in a series of agreements attached to the accord which are to be added over time. It is envisaged that the parties will prioritise the subject areas and that they will commence with —
- 3.5.1 erosion control in the Waiapu catchment; and
- 3.5.2 health services in the Ngati Porou rohe.
- 3.6 The accord will not override the Crown's ability to make decisions relating to Crown policy setting, funding and responsibilities or to provide services in Ngati Porou's rohe. Nor will the accord derogate from the Crown's responsibilities in the Ngati Porou rohe.
- 3.7 The accord will provide for an annual Ngati Porou-Crown relationship forum. The objectives of the annual Ngati Porou-Crown relationship forum will be to —
- 3.7.1 monitor progress of the Ngati Porou- Crown relationship accord; and
- 3.7.2 identify those areas where progress has been positive; and
- 3.7.3 identify those areas where progress needs to be improved; and
- 3.7.4 agree on improvements that are required; and
- 3.7.5 establish improved reporting mechanisms, if necessary, in preparation for subsequent annual forums.
- 3.8 The annual Ngati Porou-Crown relationship forum may coincide with the annual meetings held in accordance with the Whakamana accord.
- 3.9 The accord will be entered into between the Prime Minister (or delegate) and the chair of the governance entity, within 12 months of the settlement date, or at the inaugural Ngati Porou-Crown relationship forum.
- 3.10 The Crown agrees to appoint a facilitator for the 12 month period after the settlement date to oversee the development of the accord.

WAIAPU RIVER AND EROSION CONTROL

- 3.11 The Waiapu River is a symbol of Ngati Porou identity as related in the pepeha 'Ko Hikurangi te Maunga, Ko Waiapu te Awa, Ko Ngati Porou te Iwi'. It is of great spiritual, cultural, physical and economic significance to Ngati Porou. Ngati Porou hapu have long occupied the Waiapu River Valley, and worked, utilised and protected the River

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GENERAL MATTERS

3: NGATI POROU-CROWN RELATIONSHIP ACCORD

and the surrounding catchment area. They have maintained an undisturbed relationship with the River and the surrounding catchment area since the time of Maui.

- 3.12 The Waiapu River and erosion control will be the subject of the first agreement entered into under the accord. In the meantime, in recognition of the significance of the Waiapu River to Ngati Porou and the serious impact of erosion on the River and its catchment, the Crown has agreed to the commitments set out in paragraphs 3.13 to 3.18.
- 3.13 The Crown will work with Ngati Porou to address erosion control in the Waiapu River catchment through –
- 3.13.1 a Crown commitment to the policy objective of addressing major erosion issues on the East Coast; and
- 3.13.2 the Crown (with the Ministry of Agriculture and Forestry as lead department) forming a steering committee comprised of the Ministry of Agriculture and Forestry, the Ministry for the Environment, the Department of Conservation, the governance entity and the Gisborne District Council, to oversee –
- (a) the compilation of a stocktake of reports and information related to erosion in the Waiapu River catchment; and
- (b) the commissioning of an independent assessment to assess the size and scope of issues impacting on erosion in the Waiapu River catchment.
- 3.14 The Crown will fund the independent assessment up to \$75,000.
- 3.15 The issues identified, and advice provided by the independent assessment will be reported to the steering committee. The steering committee will report to the Crown with any recommendations and the Crown will decide on any future action.
- (3.16 The steering committee will be formed within 60 business days of the date of this deed. The steering committee will determine the timeframes for the preparation of the stocktake (referred to in paragraph 3.13.2(a)) and the scoping study (referred to in paragraph 3.13.2(b)).
- 3.17 The Crown is currently conducting a review of afforestation schemes which includes the East Coast Forestry Project. The Crown recognises the need to retain its commitment to erosion control on the East Coast therefore the continuation of the East Coast Forestry Project and its objectives are not under review.
- 3.18 The findings and recommendations of the afforestation review pertaining to the East Coast Forest Project will be considered by the Crown when it decides on any future action (referred to in paragraph 3.15 above). The Crown will continue the East Coast Forestry Project until that future action has been determined.

GENERAL MATTERS

4: INTEREST

4 INTEREST

- 4.1 The Crown must pay interest in accordance with paragraph 4.2 on the financial and commercial redress amount of \$90,000,000 to the governance entity on the settlement date.
- 4.2 The interest is payable –
- 4.2.1 in respect of the full financial and commercial redress amount, from 23 October 2008, being the date of the first high level agreement referred to in clause 1.4.2 to the day before the on-account payment is paid to the governance entity under clause 6.2; and
 - 4.2.2 in respect of \$70,000,000 only of the financial and commercial redress amount, from the day that the on-account payment is paid to the governance entity under clause 6.2 to the day before the settlement date; and
 - 4.2.3 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.
- 4.3 The interest is –
- 4.3.1 subject to any tax payable in relation to it; and
 - 4.3.2 payable after withholding any tax required by legislation to be withheld.

5: TAX

5 TAX

INDEMNITY

- 5.1 The provision of Crown redress, or an indemnity payment, to the governance entity is not intended to be –
- 5.1.1 a taxable supply for GST purposes; or
 - 5.1.2 assessable income for income tax purposes; or
 - 5.1.3 a dutiable gift for gift duty purposes.
- 5.2 The Crown must, therefore, indemnify the governance entity for –
- 5.2.1 any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment; and
 - 5.2.2 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
 - 5.2.3 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 deferred selection properties; or
 - (c) the right under the settlement documentation to purchase RFR land; or
 - (d) the commercial redress properties for no consideration; and
 - 5.2.4 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 5.13 or paragraph 5.14.1(b).

GENERAL MATTERS

5: TAX

LIMITS

5.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):

5.3.1 interest paid under part 4 of this schedule:

5.3.2 any of the following provided under the settlement documentation:

(a) amounts paid or distributed by the Crown Forestry Rental Trust in relation to the licensed land, including rental proceeds and interest on rental proceeds:

(b) New Zealand units in relation to the licensed land:

5.3.3 the transfer of a deferred selection property or RFR land under the settlement documentation:

5.3.4 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

5.4 To avoid doubt, the parties acknowledge –

5.4.1 the Crown redress is provided –

(a) to settle the historical claims; and

(b) with no other consideration being provided; and

5.4.2 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

5.4.3 nothing in this part is intended to imply that –

GENERAL MATTERS

5: TAX

- (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
 - (iii) a dutiable gift for gift duty purposes; or
- (b) if the governance entity is a charitable trust, or other charitable entity, it receives –
 - (i) redress, assets, or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and

5.4.4 the transfer of a deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and

5.4.5 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.

CONSISTENT ACTIONS

5.5 Neither the governance entity, nor a person associated with it, nor the Crown will act in a manner that is inconsistent with this part 5.

5.6 In particular, the governance entity agrees that –

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

5.6.2 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

5.7 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.

5.8 An indemnity demand –

GENERAL MATTERS

5: TAX

- 5.8.1 may be made at any time after the settlement date; but
- 5.8.2 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
- 5.8.3 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

- 5.9 If the governance entity is entitled to an indemnity payment, the Crown may make the payment to –
- 5.9.1 the governance entity; or
 - 5.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity.
- 5.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –
- 5.10.1 the due date for payment of the tax; or
 - 5.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

- 5.11 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 –
- 5.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or
 - 5.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

GENERAL MATTERS

5: TAX

- 5.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 5.11.

RULINGS

- 5.13 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

- 5.14 If the governance entity is entitled to an indemnity payment, the Crown may –

- 5.14.1 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
 - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

- 5.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 5.14.1; and

- 5.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

- 5.15 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

6: NOTICE

6 NOTICE

APPLICATION

- 6.1 Unless otherwise provided in this deed, or a settlement document, this part applies to notices under this deed or a settlement document.
- 6.2 In particular, this part is subject to the provisions of part 6 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property or a deferred selection property.

REQUIREMENTS

- 6.3 A notice must be –
- 6.3.1 in writing; and
- 6.3.2 signed by the person giving it; and
- 6.3.3 addressed to the recipient at its address or facsimile number as provided –
- (a) in paragraph 6.6; 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
- 6.3.4 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

- 6.4 A notice is to be treated as having been received:
- 6.4.1 at the time of delivery, if personally delivered; or
- 6.4.2 on the second day after posting, if posted; or
- 6.4.3 on the day of transmission, if faxed.

GENERAL MATTERS

6: NOTICE

- 6.5 However, if a notice is treated under paragraph 6.4 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

- 6.6 The address of –

- 6.6.1 Ngati Porou, the mandated negotiators and the governance entity is –

195 Wainui Road
PO Box 394
GISBORNE

Facsimile No. 06 867 5335

- 6.6.2 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

7 MISCELLANEOUS

AMENDMENTS

- 7.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

ENTIRE AGREEMENT

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

7.2.1 constitutes the entire agreement; and

7.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 7.3 Paragraph 7.4 applies to rights and obligations under this deed or a settlement document.

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

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

7.4.2 does not waive a right by–

(a) failing to exercise it; or

(b) delaying in exercising it; and

7.4.3 is not precluded by a single or partial exercise of a right from exercising –

(a) that right again; or

(b) another right.

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GENERAL MATTERS

8: DEFINED TERMS

8 DEFINED TERMS

8.1 In this deed –

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

adult members has the meaning given to it in section 5 of the Maori Fisheries Act 2004; and

attachments means the attachments to this deed, being the area of interest, the deed plans, and the draft settlement bill; 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) Auckland; or
 - (ii) Wellington; and

coastal marine area has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

commercial redress property means –

- (a) the licensed land; and
- (b) each commercial redress property for no consideration; and

commercial redress property for no consideration means each property described in part 1 of the property redress schedule under the sub-heading "**Commercial redress properties for no consideration**"; and

GENERAL MATTERS

8: DEFINED TERMS

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

conservation protocol means the conservation protocol in part 2 of the documents schedule; and

constitutional documents has the meaning given to it by section 5 of the Maori Fisheries Act 2004; and

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

Crown body has the meaning given to it by section 10 of the draft settlement bill; 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 1 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;

Crown minerals protocol means the Crown minerals protocol in part 2 of the documents schedule; and

Crown redress –

- (a) means redress –
 - (i) provided by the Crown to the governance entity; and
 - (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

GENERAL MATTERS

8: DEFINED TERMS

- (b) includes the right of the governance entity under the settlement documentation –
- (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 under the settlement documentation to transfer a deferred selection property or RFR land; or
 - (ii) a deferred selection property or RFR land; or
 - (iii) the on-account payment; and

cultural redress means the redress provided by or under –

- (a) clauses 5.1 to 5.26; or
- (b) the settlement legislation giving effect to any of those clauses; and

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

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

deferred selection property means each property described in part 1 of the property redress schedule under the heading “**DEFERRED SELECTION PROPERTIES**”; 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 of settlement; and

draft settlement bill means the draft settlement bill in the attachments; and

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

East Coast Bay of Plenty conservation management strategy has the meaning given to it by section 21 of the draft settlement bill; and

GENERAL MATTERS

8: DEFINED TERMS

eligible member of Ngati Porou means a member of Ngati Porou who on 8 November 2010 was –

- (a) aged 18 years or over; and
- (b) registered on the roll of beneficiaries of Te Runanga o Ngati Porou, kept by Te Runanga o Ngati Porou 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 6.16; 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 6.1.1 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 5 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 trustee or trustees for the time being of Te Runanganui o Ngati Porou, in its capacity or their capacities as trustee or trustees of the trust, being at the date of this deed, Te Runanganui o Ngati Porou Trustee Limited; 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 5 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

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

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

GENERAL MATTERS

8: DEFINED TERMS

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

Housing New Zealand Corporation has the same meaning as Corporation in section 2 of the Housing Corporation Act 1974; and

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 5 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 5 of this schedule for an indemnity payment; and

indemnity payment means a payment made by the Crown to the governance entity under part 5 of this schedule; and

land holding agency means –

- (a) in relation to –
 - (i) Taitai, LINZ; and
 - (ii) each of the other cultural redress properties, Department of Conservation; and
- (b) in relation to a commercial redress property, the land holding agency specified for the property in part 1 of the property redress schedule; and
- (c) in relation to a deferred selection property, the land holding agency specified for the property in part 1 of the property redress schedule; and

licensed land –

- (a) means the land described in part 1 of the property redress schedule as licensed land under the sub-heading "**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

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

management agreement means the management agreement in part 6 of the documents schedule; and

GENERAL MATTERS

8: DEFINED TERMS

mandated negotiators means the individuals referred to in clause 8.9; and

Maori land claims protection legislation means the following sections:

- (a) 8A to 8HJ of the Treaty of Waitangi Act 1975;
- (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 Ngati Porou means an individual referred to in clause 8.6.1(a); and

Minister means a Minister of the Crown; and

MIO has the same meaning as mandated iwi organisation in section 5 of the Maori Fisheries Act 2004; and

month means a calendar month; and

New Zealand Armed Forces and **Armed Forces** has the same meaning as Armed Forces in section 2(1) of the Defence Act 1990; and

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

New Zealand Defence Force has the same meaning as Defence Force in section 2(1) of the Defence Act 1990; and

New Zealand unit has the meaning given to it by section 4(1) of the Climate Change Response Act 2002; and

nga hapu o Ngati Porou has the meaning given to it by clause 8.7; and

nga Paanga Whenua o Ngati Porou means the conservation land listed in part 7 of the documents schedule, and any land included as nga Paanga Whenua o Ngati Porou in accordance with clause 5.19; and

nga Whakahaere Takirua mo nga Paanga Whenua o Ngati Porou and **nga Whakahaere Takirua** have the meaning given by section 21 of the draft settlement bill; and

Ngati Porou has the meaning given to it by clause 8.6; and

Ngati Porou-Crown relationship accord and **accord** is the accord described in paragraphs 3.1 and 3.2; and

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GENERAL MATTERS

8: DEFINED TERMS

Ngati Porou-Crown relationship forum has the meaning given to that term in paragraph 3.7; and

notice means a notice given under part 6 of this schedule or any other applicable provisions of this deed and **notify** has a corresponding meaning; and

on-account payment means the amount paid by the Crown on account of the settlement referred to in clause 6.2; and

participants has the meaning given to that term in clause 3.29; and

party means each of the following:

- (a) Ngati Porou;
- (b) the governance entity;
- (c) the Crown; and

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

Porou Ariki Trust means the charitable trust known by that name and established by a trust deed dated 23 March 2006; and

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

protocol means a protocol issued under clauses 5.4 and 5.5 and the settlement legislation; and

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under paragraph 4.6 of the property redress schedule as having entered into an agreement for its sale and purchase; and

redress means –

- (a) the acknowledgements and the apology made, and the opportunity to air grievances given, by the Crown under clauses 3.1 to 3.31; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

redress property means each cultural redress property and each commercial redress property; and

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

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GENERAL MATTERS

8: DEFINED TERMS

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, referred to in clause 8.6.1; or
 - (ii) any one or more members of Ngati Porou; or
 - (iii) any one or more of the whanau, hapu, or groups of individuals referred to in clause 8.6.2; 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 land listed in the RFR land schedule; and

RFR land schedule means the RFR land schedule to this deed of settlement; and

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

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

statement of association means each statement of association in part 1 of the documents schedule; and

GENERAL MATTERS

8: DEFINED TERMS

statutory acknowledgment has the meaning given to it by section 10 of the draft settlement bill; and

taonga tuturu protocol means the taonga tuturu protocol in part 2 of the documents schedule; 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 5 of this schedule; and

Te Ohu Kai Moana Trustee Limited means the company established in accordance with section 33 of the Maori Fisheries Act 2004; and

Te Runanga o Ngati Porou means the body corporate constituted by section 3 of the Te Runanga o Ngati Porou Act 1987; and

Te Runanganui o Ngati Porou means the trust known by that name and established by the Te Runanganui o Ngati Porou trust deed; and

Te Runanganui o Ngati Porou trust deed means the trust deed of Te Runanganui o Ngati Porou dated 14 December 2010 and signed by:

William Burdett of Ruatoria, Farmer

Merearihi Whatuira of Tolaga Bay, Teacher

Lyn Harrison of Wellington, Director

Heni Poutu of Tolaga Bay, Retired

Tate Pewhairangi of Tokomaru Bay, Retired

Nolan Raihania of Tokomaru Bay, Retired

April Papuni of Rangitukia, Educationalist

Selwyn Tanetoa Parata of Gisborne, Company Director

Dr Apirana Tuahae Mahuika of Gisborne, Company Director

Rei Mokena Kohere of Te Araroa, Company Director

GENERAL MATTERS

8: DEFINED TERMS

Koroumatai Kody Pewhairangi of Tokomaru Bay, Company Director

Natana Maukau Ihaka of Ruatoria, Company Director

Jock Edward Walker of Thames, Company Director

Linda Tuhiwai Smith of Hamilton, Company Director; and

Te Runanganui o Ngati Porou Trustee Limited means the company incorporated under company number 3179347, in its capacity as sole trustee of Te Runanganui o Ngati Porou; and

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

transfer value, in relation to the licensed land means the transfer value provided in part 1 of the property redress schedule in relation to the licensed land; and

unlicensed land means the land described as Manutahi Forest in part 1 of the property redress schedule under the heading "commercial redress properties for no consideration"; 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

Whakamana accord means the instrument entered into by nga hapu o Ngati Porou and the Crown under paragraph 17 of schedule 2 of the foreshore and seabed deed of agreement signed on 31 October 2008, including any valid amendments to the instrument; and

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

GENERAL MATTERS

9: INTERPRETATION

9 INTERPRETATION

- 9.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by –
- 9.3.1 this deed has the meaning given to it by this deed; and
 - 9.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.
- 9.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Any monetary amount is in New Zealand currency.
- 9.8 Time is New Zealand time.
- 9.9 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.
- 9.10 A period of time specified as –
- 9.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
 - 9.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
 - 9.10.3 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
 - 9.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 9.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 9.11 A reference to –

GENERAL MATTERS

9: INTERPRETATION

- 9.11.1 an agreement or document, including this deed and the documents in the documents schedule, means that agreement, this deed or that document as amended, novated, or replaced; and
- 9.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
- 9.11.3 a party includes any permitted successor of that party; and
- 9.11.4 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.
- 9.12 An agreement by two or more persons binds them jointly and severally.
- 9.13 If the Crown must endeavour to do something or achieve some result, the Crown –
- 9.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 9.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 9.14 Provisions in –
- 9.14.1 the main body of this deed are referred to as clauses; and
- 9.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and
- 9.14.3 the draft settlement bill are referred to as sections; and
- 9.14.4 the documents in the documents schedule are referred to as clauses.
- 9.15 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.
- 9.16 The deed plans in the attachments that are referred to in the statutory acknowledgement indicate the general locations of the relevant areas but not their precise boundaries.