

Ngāti Pūkenga
and
The Trustees of Te Tāwharau o Ngāti Pūkenga Trust
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS

RAS 

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 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 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 Pūkenga or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngāti Pūkenga 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.

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GENERAL MATTERS

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 on \$5,000,000, for the period beginning on the date the deed is initialled and ending on the day before the on-account payment in clause 7.2 is made;
 - 2.2.2 on \$4,000,000, for the period beginning on the date the on-account payment in clause 7.2 is made and ending on the day before the on-account payment in clause 7.3 is made;
 - 2.2.3 on \$1,800,000 for the period beginning on the date the on-account payment in clause 7.3 is made and ending on the day before the settlement date.
 - 2.2.4 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.

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GENERAL MATTERS

3: TAX

3 TAX

INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the governance entity 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 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.
- 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 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

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GENERAL MATTERS

3: TAX

(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.

if the governance entity is a charitable trust, or other charitable entity, it receives -

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

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

3.4.4 the governance entity and the TMIC governance entity for the purposes of the Collective Deed are the only entities 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 governance entity, a person associated with it, or 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

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GENERAL MATTERS

3: TAX

- (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 -
 - 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.

GENERAL MATTERS

3: TAX

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
 - (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 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

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GENERAL MATTERS

3: TAX

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

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GENERAL MATTERS

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
- 4.4.3 on the day of transmission, if faxed.

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GENERAL MATTERS

4: NOTICE

- 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 Pūkenga and the governance entity is –

Te Tāwharau o Ngāti Pūkenga Trust
81 The Strand
(PO Box 13610)
Tauranga Central
TAURANGA 3141

- 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

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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.

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GENERAL MATTERS

6: DEFINED TERMS

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

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; 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

Collective Deed means the deed between the Crown and TMIC which sets out the collective components of redress for each of the iwi comprising TMIC; and

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

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

Crown redress -

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GENERAL MATTERS

6: DEFINED TERMS

- (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 any part of the Crown redress; and
- (c) does not include any on-account payment to entities other than the governance entity; and

cultural redress means the redress provided by or under -

- (a) part 6 of the deed of settlement; or
- (b) the settlement legislation giving effect to part 6 of the deed of settlement; and

cultural redress property means each property described in appendix 2 of the legislative matters schedule; 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

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

eligible member of Ngāti Pūkenga means a member of Ngāti Pūkenga who on 21 January 2013 was -

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngāti Pūkenga managed by Te Au Māro o Ngāti Pūkenga Charitable 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



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 of the deed of settlement;
- (b) the settlement legislation giving effect to part 7 of the deed of settlement; and

financial and commercial redress amount means the amount referred to in clause 7.1 as the financial and commercial redress amount; and

general matters schedule means this schedule; and

governance entity means the trustees for the time being of Te Tāwharau o Ngāti Pūkenga Trust, in their capacity as trustees of the 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

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 10.2 to 10.4; 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 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 under part 3 of this schedule; and

kāinga areas of interest means each of the areas identified as the kāinga areas of interest on the plans in the attachments; and

land holding agency, in relation to, -

- (a) a cultural redress property, means the Department of Conservation; and
- (b) a commercial redress property means the department specified opposite that property in part 3 of the property redress schedule; and



GENERAL MATTERS

6: DEFINED TERMS

LINZ means Land Information New Zealand; and

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

Manaia kāinga area of interest means the area identified as the Manaia kāinga area of interest on the plan in the attachments; and

mandated body means Te Au Māro o Ngāti Pūkenga Charitable Trust; and

member of Ngāti Pūkenga means an individual referred to in clause 10.5.1; and

Minister means a Minister of the Crown; and

month means a calendar month; 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

Ngāi Te Rangi governance entity means the post settlement governance entity to be established under the Ngāi Te Rangi settlement deed; and

Ngāi Te Rangi settlement deed means the deed between Ngāi Te Rangi and the Crown settling the historical claims of Ngāi Te Rangi; and

Ngāti Maru governance entity means the post settlement governance entity ratified and established by Ngāti Maru to receive redress from the Crown; and

Ngāti Maru settlement date means the settlement date specified in the Ngāti Maru settlement legislation; and

Ngāti Maru settlement legislation means the legislation that settles the historical claims of Ngāti Maru; and

Ngāti Maru vesting date means the settlement date specified in the Ngāti Maru settlement legislation; and

Ngāti Pūkenga has the meaning given to it by clause 10.5; and

Ngāti Ranginui settlement deed means the deed dated 21 June 2012 between Ngā Hapū o Ngāti Ranginui, the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust, and the Crown that settles the historical claims of Ngāti Ranginui; and

Ngāti Rangiwewehi settlement deed means the deed dated 16 December 2012 between Ngāti Rangiwewehi, the trustees of Te Tahuhu o Tawakeheimoa Trust and the Crown settling the historical claims of Ngāti Rangiwewehi; and

GENERAL MATTERS

6: DEFINED TERMS

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 payments means the amounts paid by the Crown on account of the settlement referred to in clauses 7.2 and 7.3; and

Pakikaikutu kāinga area of interest means the area identified as the Pakikaikutu kāinga area of interest on the plan in the attachments; and

party means each of the following:

- (a) Ngāti Pūkenga;
- (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

protocol means the protocol in the form set out in part 3 of the documents schedule and issued under, and subject to, the terms provided by part 6 of the legislative matters schedule; and

redress means -

- (a) the acknowledgement and the apology made by the Crown under clauses 4.1 and 4.2; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

redress property means -

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

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 governance entity; and



GENERAL MATTERS

6: DEFINED TERMS

- (b) a person (including any trustee or trustees) acting for or on behalf of:
- (i) the collective group referred to in clause 10.5.1; or
 - (ii) any one or more members of Ngāti Pūkenga; or
 - (iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 10.5.2; and

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

responsible Minister means the Minister for Arts, Culture and Heritage; 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 deed over quota means the form of deed set out in part 4 of the documents schedule; and

schedules means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents 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 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 9.1 is passed, the resulting Act; and

statement of position and intent means the statement of position and intent referred to in clause 1.5.2; and

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

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GENERAL MATTERS

6: DEFINED TERMS

statutory acknowledgment means the acknowledgement to be made by the Crown in the settlement legislation on the terms provided for in part 5 of the legislative matters schedule; and

taonga tūturu protocol means the taonga tūturu protocol in part 3 of the documents schedule; and

Tapuika settlement deed means the deed dated 16 December 2012 between Tapuika, the trustees of Tapuika Iwi Authority Trust and the Crown settling the historical claims of Tapuika; and

Tauranga and Maketū kāinga area of interest means the area identified as the Tauranga and Maketū kāinga area of interest on the plan in the attachments; 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 Au Māro o Ngāti Pūkenga Charitable Trust means the trust known by that name and established by a trust deed dated 14 June 2006; and

Te Tāwharau o Ngāti Pūkenga Trust means the trust known by that name and established by a trust deed dated 24 March 2013, signed by Harry Haerengarangi Mikaere, Regina Berghan, Hori Parata, Rehua Smallman and Raheera Ohia; and

Te Tihī o Hauturu vesting date means the date specified in the notice published in the gazette as referred to in clause 6.19.3 of the deed; and

terms of negotiation means the terms of negotiation referred to in clause 1.5.1; and

TMIC or the Tauranga Moana Iwi Collective means the Tauranga Moana Iwi who comprise:

- (a) Ngā Hapū o Ngāti Ranginui; and
- (b) Ngāi Te Rangī; and
- (c) Ngāti Pūkenga; 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



GENERAL MATTERS

6: DEFINED TERMS

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

trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust are the governance entity under the Ngāti Ranginui settlement deed; and

trustees of Tapuika Iwi Authority Trust are the governance entity under the Tapuika settlement deed; and

trustees of Te Kapu o Waitaha are the governance entity under the Waitaha settlement deed; and

trustees of Te Tahuhu o Tawakeheimoa Trust are the governance entity described in the Ngāti Rangiwewehi settlement deed; and

trustees of Te Tāwharau o Ngāti Pūkenga Trust are the governance entity described in this deed of settlement; and

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

Waitaha settlement deed means the deed dated 20 September 2011 between the Crown, Waitaha and the trustees of Te Kapu o Waitaha settling the historic claims of Waitaha; 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).

GENERAL MATTERS

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 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.

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GENERAL MATTERS

7: INTERPRETATION

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, and general matters, schedules are referred to as paragraphs; and

7.14.3 the documents in the documents schedule are referred to as clauses; and

7.14.4 the draft settlement bill are referred to as sections.

7.15 If there is a conflict between a provision that is –

7.15.1 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

7.15.2 in English and a corresponding provision in Māori, the provision in English prevails.

7.16 The deed plans in the attachments that are referred to in the statutory acknowledgement indicate the general locations of the relevant site[s] and areas but not their precise boundaries.

7.17 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

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7: INTERPRETATION

not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in appendix 2 of the legislative matters schedule.

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