

**Ngā Hapū o Ngāti Ranginui**

**and**

**Trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

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## 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 Ngā Hapū o Ngāti Ranginui or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngā Hapū o Ngāti Ranginui and every representative entity must -
- 1.4.1 support a bill referred to in paragraph 1.2.3; and
  - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

## 2 INTEREST

- 2.1 The Crown will pay interest on the financial and commercial redress amount to the governance entity on the date the on-account payment is made for the period from 15 December 2010 to 20 June 2012.
- 2.2 The Crown must pay the balance interest remaining on the financial and commercial redress amount less the on-account payment and transfer value of the early release commercial properties to the governance entity on the settlement date calculated in accordance with and payable on the date specified in the provisions of clauses 2.3 and 2.4 respectively.
- 2.3 The interest is payable:
- 2.3.1 on the amount of \$38,027,555 for the period from 15 December 2010 and ending on the day before the on-account payment is made;
  - 2.3.2 on the amount of \$30,027,555 for the period from the date upon which the on-account payment is made, to the day before the date of the first transfer of an early release commercial property or properties; and
  - 2.3.3 for the period from the date of the first transfer of an early release commercial property or properties, on such of the financial and commercial redress that remains outstanding following the payment of a relevant transfer value or values at any time up to the day prior to the settlement date; and
  - 2.3.4 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.
- 2.4 The interest is payable:
- 2.4.1 in respect of that interest payment calculated under clause 2.3.1, concurrently with the on-account payment;
  - 2.4.2 in respect of that interest payment calculated under clauses 2.3.2 and 2.3.3, on the settlement date.
- 2.5 The interest is -
- 2.5.1 subject to any tax payable in relation to it; and
  - 2.5.2 payable after withholding any tax required by legislation to be withheld.

### 3 TAX

#### INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the 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;
  - 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 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 transfer of RFR land under the settlement documentation:
  - 3.3.3 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 -

## GENERAL MATTERS

### 3. TAX

- (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 -

- (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 transfer of RFR land under the settlement documentation is a taxable supply for GST purposes; and

3.4.5 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

## GENERAL MATTERS

### 3. TAX

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 -

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

## GENERAL MATTERS

### 3. TAX

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

(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.

**GENERAL MATTERS**

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**3. TAX**

**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.

## 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 9 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 three 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.

## GENERAL MATTERS

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### 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 Ngā Hapū o Ngāti Ranginui and the governance entity is -

Old Tauranga Post Office Building  
51 Willow Street  
PO Box 13656  
TAURANGA

- 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

## 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.

## 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

**authorised person** means:

- (a) in relation to a cultural redress property:
  - (i) a person authorised by the Chief Executive of the Ministry of Education in relation to the Omokoroa School site; and
  - (ii) the Director-General of Conservation, in relation to all other cultural redress properties; and
- (b) in relation to a commercial redress property means a person authorised by the Chief Executive of the land holding agency as specified opposite that property in part 2 of the property redress schedule; and
- (c) in relation to a contingent property, means a person authorised by the Director-General of the Department of Conservation; 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

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

**collective redress** means the collective redress set out in the Collective Deed; and

**commercial redress** means the commercial redress set out in part 6 of the deed of settlement; and

**commercial redress property** means:

- (a) each property described in part 4 of the property redress schedule including Puwhenua Forest Lands and Harrisfield Drive property if clauses 6.4 and 6.16 (as the case may be) apply; and
- (b) each early release commercial property for which a sale and purchase agreement has not been entered into by the settlement date.

**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

**contingent property** means each property described in part 9 of the property redress schedule; 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 body** means:

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

## GENERAL MATTERS

### 6. DEFINED TERMS

- (iv) the New Zealand Railways Corporation; and
- (v) a subsidiary, or related company, of a company or body referred to in this paragraph (d).

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

**Crown Forestry assets** has the same meaning as in section 2(1) of the Crown Forest Assets Act 1989; and

**Crown leaseback** means, in relation to:

- (a) a leaseback commercial redress property, the lease to be entered into by the governance entity and the Crown under clauses 6.8 and 6.9; and
- (b) a leaseback cultural redress property, the lease to be entered into by the governance entity and the Crown under clause 5.13.7; 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:
  - (i) the right of the governance entity to acquire the Tauranga Police Station Improvements; and
  - (ii) the right of first refusal of the governance entity 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 RFR land; or
  - (ii) an obligation of the Crown under the settlement documentation to transfer the Tauranga Police Station Improvements; or
  - (iii) any on-account payment made before the date of this deed or to entities other than the governance entity; and

## GENERAL MATTERS

### 6. DEFINED TERMS

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

- (a) part 5 of the deed of settlement; or
- (b) the settlement legislation giving effect to part 5 of the deed of settlement; and

**cultural redress property** means each property described in appendix 1 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

**disclosure information** means the information given by the Crown about the redress properties referred to in paragraph 1.1 of the property redress schedule; and

**documents schedule** means the documents schedule to this deed; and

**early release commercial property** means each property described as an early release commercial property in part 3, table 1 of the property redress schedule; and

**early release commercial transfer terms** means the agreement for sale and purchase in relation to the early release commercial properties entered into by the governance entity; and

(a) the Chief Executive of LINZ for the properties known as;

- i) 6 Country Way;
- ii) 104 Plummers Point;
- iii) 1/188 Edgecumbe Road;
- iv) 210 and 212 Fifteenth Avenue;
- v) 214A Fifteenth Avenue;
- vi) 222 Fifteenth Avenue;
- vii) 224 and 226 Fifteenth Avenue;
- viii) 228 Fifteenth Avenue;
- ix) 195 Sixteenth Avenue;
- x) 2-6 Sutherland Road;
- xi) 62 Princess Street;

(b) the Commissioner of Crown Lands for the properties known as:

- i) 828 Cameron Road;
- ii) 111 Eighteenth Avenue;
- iii) 115 Eighteenth Avenue;

## GENERAL MATTERS

### 6. DEFINED TERMS

- iv) 119 Eighteenth Avenue;
- v) 121 Eighteenth Avenue
- vi) 125 Eighteenth Avenue;
- vii) 830 Cameron Road;
- viii) 832 Cameron Road;
- ix) 11 Garden Place; and
- x) 15 Garden Place; and

**eligible member of Ngā Hapū o Ngāti Ranginui** means a member of Ngā Hapū o Ngāti Ranginui who on 26 May 2012 was -

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngā Hapū o Ngāti Ranginui kept by Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui 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

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

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

**governance entity** means the trustees of the Ngā Hapū o Ngāti Ranginui Settlement 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

**hapū** means a hapū of Ngāti Ranginui and specifically Ngāi Te Ahi, Ngāti Ruahine, Ngāi Tamarāwaho, Ngāti Hangarau, Wairoa Hapū (which includes Ngāti Kahu, Ngāti Rangi and Ngāti Pango), Pirirākau, Ngāti Taka and Ngāti Te Wai; and

## GENERAL MATTERS

### 6. DEFINED TERMS

**hapū entity** means a recognised hapū recipient as defined in the trust deed for the governance entity appointed to hold and receive an on-transfer of or the benefit of settlement redress or exercise rights held by the governance entity pursuant to the deed of settlement; and

**Harrisfield Drive property** means 2.4501 hectares, more or less, being Lot 1 DP 440749. All Computer Freehold Register 54178; 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 9.2 to 9.4; 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

**land holding agency:**

(a) in relation to a commercial redress property, means the department specified opposite that property in the tables in part 4 of the property redress schedule;

(b) in relation to a cultural redress property means:

(i) the Ministry of Education, in relation to Omokoroa School; and

(ii) the Department of Conservation, in relation to all other cultural redress properties; and

(c) in relation to a contingent property, means the Department of Conservation; and

**leaseback commercial redress property** means each property referred to in clauses 6.8 and 6.9; and

**leaseback cultural redress property** means the Omokoroa School site; and

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

**letter of commitment** means the letter of commitment referred to in part 4 of the documents schedule; and

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

## GENERAL MATTERS

### 6. DEFINED TERMS

**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 9.7.1; and

**mandated signatories** means the individuals identified as the mandated signatories by clause 9.7.2; and

**member of Ngā Hapū o Ngāti Ranginui** means an individual referred to in clause 9.5.1; and

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

**month** means a calendar month; and

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

**Ngā Hapū o Ngāti Ranginui area of interest** means the area identified as the Ngā Hapū o Ngāti Ranginui area of interest in the attachments; and

**Ngā Hapū o Ngāti Ranginui settlement trust** means the trust known by that name and established by a trust deed signed and dated [19 June 2012]; and

**Ngā Hapū o Ngāti Ranginui values** means the statement of Ngā Hapū o Ngāti Ranginui values; and

**Ngāti Hinerangi** means the group referred to by that name and described in a report by Bruce Stirling dated January 2012 and titled *Ngāti Hinerangi Mana Whenua Report*; and

**Ngāti Hinerangi deed** means the deed of settlement made between the Crown and Ngāti Hinerangi (or a claimant group that includes Ngāti Hinerangi) to settle the historical Treaty of Waitangi claims of Ngāti Hinerangi; and

**Ngāti Hinerangi governance entity** means the entity that the Ngāti Hinerangi legislation specifies as having the right to receive the fee simple estate of a contingent property; and

**Ngāti Hinerangi legislation** means legislation enacted to implement the Ngāti Hinerangi deed; and

**Ngāti Hinerangi settlement date** means the date specified as the settlement date in the Ngāti Hinerangi legislation; and

**Ngāti Ranginui entity** means a representative entity or a hapū entity to which the governance entity has assigned, in accordance with its constitutional documents, the right to purchase the Tauranga Police Station Improvements; 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 payment** means the amount paid by the Crown on account of the settlement referred to in clause 6.1.1; and

**party** means each of the following:

- (a) Ngā Hapū o Ngāti Ranginui;
- (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** means any area of land situated in Puwhenua Forest Lands that -

- (a) becomes a registered place within the meaning of section 2 of the Historic Places Act 1993; and
- (b) is wāhi tapu or wāhi tapu area within the meaning of section 2 of that Act; and

**protocol** means the protocol in the form set out in part 1 of the document schedule and issued under, and subject to, the terms provided by part 5 of the legislative matters schedule; and

**Puwhenua Forest Lands** means the property described in part 4, table 3 of the property redress schedule; and

**redress** means -

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 and 3.2;
- (b) the cultural redress;
- (c) the financial and commercial redress; and
- (d) each early release commercial property; and

**redress property** means collectively all of the following, or any one as the context requires -

- (a) each cultural redress property; and

## GENERAL MATTERS

### 6. DEFINED TERMS

(b) each commercial redress property; and

**relationship agreement** means those relationship agreements referred to in part 5 of the deed of settlement; 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 9.5.1; or

(ii) any one or more members of Ngā Hapū o Ngāti Ranginui; or

(iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 9.5.2; 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 3 of the documents schedule; and

**RFR land** has the meaning given to it in the legislative matters 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 8.1 is passed, the resulting Act; and

## GENERAL MATTERS

### 6. DEFINED TERMS

**settling group** has the meaning given to it by clause 9.5; and

**statement of position** means the statement of position referred to in clause 1.3.2; and

**taonga tūturu protocol** means the taonga tūturu protocol in part 1 of the documents schedule; and

**Tauranga Police Station Improvements** means those improvements comprising the Tauranga Police Station situated at 15 Monmouth Street, Tauranga as at the date the governance entity elects to purchase such improvements under part 5 of the property redress schedule; and

**tax** includes income tax and GST; and

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

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

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

**terms of negotiation** means the terms of negotiation referred to in clause 1.3.1; 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 Rangi; and
- (c) Ngāti Pūkenga; and

**transfer value**, in relation to a commercial redress property, means the transfer value provided in part 4 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 of the Ngā Hapū o Ngāti Ranginui Settlement Trust** means the trustees from time to time of that 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

**GENERAL MATTERS**

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**6. DEFINED TERMS**

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

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A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be initials or a name.

## 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 legislative matters schedule, but not by this deed, has the meaning given to it by the legislative matters 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
  - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.

## 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, legislative matters and general matters, schedules are referred to as paragraphs; and
  - 7.14.3 the documents in the documents schedule are referred to as clauses.
- 7.15 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.
- 7.16 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in appendix 1 of the legislative matters schedule.

**STATEMENT OF INDEMNITY GIVEN UNDER THE PUBLIC FINANCE ACT 1989**

Pursuant to section 65ZD(3) of the Public Finance Act 1989, the Minister of Finance makes the following statement:

"On the 4<sup>th</sup> day of July 2012, I, The Honourable Simon William English, Minister of Finance, on behalf of the Crown, gave a tax indemnity to the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust as described under Part 3 of the General Matters Schedule of the Deed of Settlement for Ngā Hapū o Ngāti Ranginui signed on 21 June 2012 and which is to apply from the date of such signing (namely 21 June 2012).

Dated at *Wellington* this *4<sup>th</sup>* day of *July* 2012

*Bill English*

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Hon Simon William English  
Minister of Finance