

**RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI  
NUI-Ā-RUA**

**and**

**THE TRUSTEES OF THE RANGITĀNE TŪ MAI RĀ 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 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 The Crown may cease, in relation to Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua 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 must pay interest on the financial and commercial redress amount to the governance entity on the settlement date.
- 2.2 Interest under paragraph 2.1 is payable –
- 2.2.1 on \$32,500,000 (being the financial and commercial redress amount) for the period –
- (a) beginning on 28 March 2014, being the date of the agreement in principle; and
  - (b) ending on 15 April 2014, being the day before the Genesis share transfer date; and
- 2.2.2 on \$28,437,500 (being the balance of the financial and commercial redress amount after the transfer of the Genesis nominated shares referred to in clause 6.1.1) for the period –
- (a) beginning on 16 April 2014, being the Genesis share transfer date ; and
  - (b) ending on 6 May 2014, being the date before the day the on-account payment was made; and
- 2.2.3 on the amount of \$21,937,500 (being the balance of the financial and commercial redress amount after the on-account payment was made) for the period –
- (a) beginning on 7 May 2014, being the day the on-account payment was made; and
  - (b) ending on the day before the settlement date; and
- 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.

**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; 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 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:
  - 3.3.3 the transfer of a deferred selection property or RFR land under the settlement documentation:
  - 3.3.4 the governance entity's –
    - (a) use of Crown redress or an indemnity payment; or
    - (b) payment of costs, or any other amounts, in relation to Crown redress.

## GENERAL MATTERS

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### 3: TAX

#### ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge –
- 3.4.1 the Crown redress is provided –
- (a) to settle the historical claims; and
  - (b) with no other consideration being provided; and
- 3.4.2 in particular, the following are not consideration for the Crown redress:
- (a) an agreement under this deed to –
    - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
    - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:
  - (b) the performance of that agreement; and
- 3.4.3 nothing in this part is intended to imply that –
- (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;
  - (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
- 3.4.4 the transfer of a deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5 the governance entity is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

## GENERAL MATTERS

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### 3: TAX

#### 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
- (b) a deduction for income tax purposes.

#### INDEMNITY DEMANDS

- 3.7 The governance entity and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity may be entitled to an indemnity payment.
- 3.8 An indemnity demand –
- 3.8.1 may be made at any time after the settlement date; but
- 3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –
- (a) specified in an assessment; or
- (b) a date for the payment of provisional tax; or
- (c) otherwise determined; and
- 3.8.3 must be accompanied by –
- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

#### INDEMNITY PAYMENTS

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

## **GENERAL MATTERS**

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### **3: TAX**

- 3.9.1 the governance entity; or
  - 3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity.
- 3.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –
- 3.10.1 the due date for payment of the tax; or
  - 3.10.2 the next business day after receiving the indemnity payment.

#### **REPAYMENT**

- 3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that –
- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or
  - 3.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.
- 3.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

#### **RULINGS**

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

#### **CONTROL OF DISPUTES**

- 3.14 If the governance entity is entitled to an indemnity payment, the Crown may –
- 3.14.1 by notice to the governance entity, require it to –
    - (a) exercise a right to defer the payment of tax; and/or
    - (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –
      - (i) a tax assessment; and/or
      - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or



## GENERAL MATTERS

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### 3: TAX

- 3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and
- 3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

### DEFINITIONS

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

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

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

## **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 or a deferred selection 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, facsimile number or email address as provided –
    - (a) in paragraph 4.6; or
    - (b) if the recipient has given notice of a new address, facsimile number or email address, in the most recent notice of a change of address, facsimile number or email address; 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; or
    - (d) sending it by electronic mail to the recipient's email address.

### **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 fourth day after posting, if posted; or

## GENERAL MATTERS

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### 4: NOTICE

- 4.4.3 on the day of transmission, if faxed or sent by electronic mail.
- 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 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and the governance entity is –
- C/- McCaw Lewis Limited  
PO Box 9348  
DX GP 20020  
**HAMILTON** 3240
- Facsimile No. 07 839 4652  
Email address: [info@tumaira.maori.nz](mailto:info@tumaira.maori.nz)
- 4.6.2 the Crown is –
- C/- The Solicitor-General  
Crown Law Office  
Level 3  
Justice Centre  
19 Aitken Street  
PO Box 2858  
**WELLINGTON**
- Facsimile No. 04 473 3482  
Email address: [library@crownlaw.govt.nz](mailto:library@crownlaw.govt.nz)

## **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.

### **NAMES USED IN PLACE OF OFFICIAL GEOGRAPHIC NAME**

- 5.5 The following is a list of each name used in this deed that is not the official geographic name for the place or feature:

<b>Name used in deed</b>	<b>Official geographic name/Local use name</b>
Manawatū Gorge	Manawatu Gorge
Manawatū River	Manawatu River
Ngaawapūrua	Ngaawapurua
Hawera/Hāmua	Hamua
Turakirae	Turakirae Head
Mātaikona	Mataikona

## 6 DEFINED TERMS

6.1 In this deed –

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

**agreement in principle** means the agreement in principle referred to in clause 1.61.2; and

**appointer** means each entity or person referred to as an appointer under clause 7.19; and

**area of interest** or **Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua area of interest** means the area identified as the area of interest in the attachments; and

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

**attachments** means the attachments to this deed, being the area of interest, the deed plans, the RFR land, and the draft settlement bill; and

**bed of Lake Wairarapa** means those parts of Lake Wairarapa Wetland Conservation Area being the lakebed below the space occupied from time to time by the waters of the lake at their highest level without overflowing its banks, as shown on OTS-204-28; and

**business day** means a day that is not –

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

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

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

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

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

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

**Crown forestry licence** –

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

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

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

**Crown protected area** has the meaning given to it in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008; 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

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### 6: 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) any on-account payment made to entities other than the governance entity; and

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

- (a) clauses 5.1 to 5.31; 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 recognition** means each deed of recognition in the documents schedule; and

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

**deed plan** means a deed plan in the attachments; and

**deferred selection period** means each period starting on the settlement date and lasting for the period of time specified for each deferred selection property under the heading “Deferred selection period” in the tables set out in part 4 of the property redress schedule; and

**deferred selection property** means each property described in part 4 of the property redress schedule; and

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

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

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### 6: DEFINED TERMS

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

**eligible member of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua** means a member of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua who on 1 July 2016 was –

- (a) aged 18 years or over; and
- (b) registered on the register of members of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua kept by the Rangitāne Tū Mai Rā Trust for the purpose of voting on –
  - (i) the ratification, and signing, of this deed; and
  - (ii) the approval of the governance entity to receive the redress; and

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

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

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

- (a) clauses 6.1 to 6.9;
- (b) the settlement legislation giving effect to any of those clauses; and

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

**financial year** means the period of 12 months ending on 30 June in each calendar year; and

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

**Genesis deed recording on account arrangements** means the deed entered into by the mandated body, the governance entity and the Crown dated 16 April 2014 providing for the transfer of the nominated shares; and

**Genesis share transfer date** means the date referred to in clause 6.1.1; and

**governance entity** means the trustees for the time being of the Rangitāne Tū Mai Rā 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



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### 6: DEFINED TERMS

- (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

**Heritage New Zealand Pouhere Taonga** means the Crown entity established by section 9 of the Heritage New Zealand Pouhere Taonga Act 2014; 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

**Horizons Regional Council** means the regional council responsible for the Manawatu-Wanganui region described as the Manawatu-Wanganui Regional Council in the Local Government Act 2002; 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

**jointly vested property** means each of the following properties:

- (a) the Mākirikiri Gravel Reserve property:
- (b) the Mataikona property; and

**land holding agency**, –

- (a) in relation to the following properties, means the Ministry of Justice (Landbank):
  - (i) Te Taumata property:
  - (ii) Wi Waka property; and
- (b) in relation to the Hāmua property, means:
  - (i) for that part of the Hāmua property being Section 157 Block XIV Mangahao Survey District, the Office of Treaty Settlements:
  - (ii) for that part of the Hāmua property being Section 148 Block XIV Mangahao Survey District, the Department of Conservation; and
- (c) in relation to any other cultural redress property, the jointly vested properties and the Mākirikiri property, means the Department of Conservation; and

## GENERAL MATTERS

### 6: DEFINED TERMS

- (d) in relation to a commercial redress property, or a deferred selection property, means the department specified opposite that property in part 3 or part 4 of the property redress schedule; and

**licensed land** –

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

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

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

**Mākirikiri Gravel Reserve property** means that area of land being 2.6507 hectares, more or less, being Section 177 Block XIII Mangaone Survey District. Part *Gazette* 1905, p 973; and

**Mākirikiri property** means the area of land comprising both of the following areas of land:

- (a) 7.89 hectares, approximately, being Section 19 Block II Tahoraiti Survey District. Part computer freehold register HBK2/242. Subject to survey;
- (b) 7.53 hectares, approximately, being Sections 20 and 21 Block II Tahoraiti Survey District. Part computer freehold register HBK2/241. Subject to survey; and

**mandated body** means the trustees of the Rangitāne Settlement Negotiations Trust; and

**mandated representatives of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua** means the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua Trust; and

**Mataikona property** means that area of land being 2.02 hectares, approximately, being Part Section 9 Mataikona Settlement. Part *Gazette* notice B377376.1. Subject to survey. As shown on OTS-204-25; and

**member of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua** means an individual referred to in clause 8.6.1; and

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### 6: DEFINED TERMS

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

**month** means a calendar month; and

**national park management plan** has the meaning given to it by section 12 of the draft settlement bill; and

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

**Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity** means the governance entity established to receive redress under the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement; and

**Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement date** means the date the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement legislation provides as the settlement date under that legislation; and

**Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement** means a deed signed by the Crown and for and on behalf of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua, settling the historical claims of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua; and

**Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement legislation** means legislation that settles the historical claims of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua; and

**nominated shares** has the meaning given to that term in the Genesis deed recording on account arrangements; and

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

**on-account payment** means the amount paid by the Crown on account of the settlement referred to in clause 6.1.2; and

**overlay area** means the areas referred to in clause 5.1.1; and

**overlay classification** has the meaning given to it by section 42 of the draft settlement bill; and

**party** means each of the following:

- (a) Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua;
- (b) the governance entity;
- (c) the Crown; and

## GENERAL MATTERS

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### 6: DEFINED TERMS

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

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

**protection principles** means the protection principles in the documents schedule; and

**protocol** means a protocol issued under clause 5.8 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 5.4 of the property redress schedule as having entered into an agreement for its sale and purchase; and

**Rangitāne o Manawatu deed of settlement** means a deed dated 14 November 2015 between Rangitāne o Manawatu, the trustees of the Manawatu settlement trust and the Crown settling the historical claims of Rangitāne o Manawatu; and

**Rangitāne o Manawatu draft settlement bill** means the draft settlement bill in the attachments to the Rangitāne o Manawatu settlement deed; and

**Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua or Rangitāne** has the meaning given to it by clause 9.6; and

**Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values** means the statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values; and

**Rangitāne Settlement Negotiations Trust** means the trust established by trust deed dated 16 August 2010 called the Rangitāne Settlement Negotiations Trust trust deed acting by and through the trustees of that trust in accordance with the Rangitāne Settlement Negotiations Trust trust deed; and

**Rangitāne Tū Mai Rā Trust** means the trust established by trust deed called the Rangitāne Tū Mai Rā trust deed acting by and through the trustees of that trust; and

**Rangitāne Tū Mai Rā Trust trust deed** means the deed of trust establishing the Rangitāne Tū Mai Rā Trust dated 28 March 2014 and includes the schedules and any amendments to that deed; and

**redress** means –

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.26; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

**redress property** means –

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### 6: DEFINED TERMS

(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

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

**representative entity** means –

(a) the governance entity; and

(b) a person (including any trustee or trustees) acting for or on behalf of:

(i) the collective group referred to in clause 9.6.1; or

(ii) any one or more members of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua; or

(iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 9.6.2; and

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

**responsible Minister** has the meaning given to it by section 21 of the draft settlement bill; 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 attachments as RFR land that, on the settlement date, –

(a) is vested in the Crown; or

(b) the fee simple for which is held by the Crown; and

**Ruamahanga River catchment** means the catchment area shown edged green on the map in part 4 of the attachments; and

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### 6: DEFINED TERMS

**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 40 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 is passed, the resulting Act; and

**shared redress** means the redress set out in clauses 7.10 to 7.67; and

**shared redress entity** means each of –

- (a) the governance entity; and
- (b) the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity; and

**shared redress legislation** means the bill to be proposed by the Crown for introduction under clause 7.3 and, if it is passed, the resulting Act; and

**standard clauses** means the clauses that are set out in a document entitled “Clauses for Standard Elements of Treaty Settlement Bills” made available on the website of the Parliamentary Counsel Office in its form at the date of this deed; and

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

**statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values** means, in relation to each overlay classification site, the statement –

- (a) made by Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua of their values relating to their cultural, spiritual, historical, and traditional association with the site; and
- (b) that is in the form set out in part 1 of the documents schedule at the settlement date; and

**statutory area** means an area described in clause 5.3.1, general location of which is indicated on the deed plan for that area; and

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

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### 6: DEFINED TERMS

**sub-committee appointer** means each entity or person referred to in clause 7.31.2; and

**taonga tūturu protocol** means the taonga tūturu protocol in the documents schedule; and

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

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

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

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

**terms of negotiation** means the terms of negotiation referred to in clause 1.61.1; and

**terms of reference** means the terms of reference for the committee adopted by the Wellington Regional Council on 18 August 2009, including any amendments made before the date of the deed of settlement; and

**transfer value, -**

- (a) 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
- (b) in relation to a deferred selection property, has the meaning given to it in part 8 of the property redress schedule; 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 Rangitāne Tū Mai Rā 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

**Wairarapa Moana** means the land and natural resources within the Wairarapa Moana reserves area as described in part 3 of the attachments and as shown on the map in part 4 of the attachments; and

**Wairarapa Moana marginal strips** means the marginal strips described in part 3 of the attachments and as shown on the map in part 4 of the attachments; and

**Wairarapa Moana reserves** means the reserves described in part 3 of the attachments, the general location of which is shown on the map in part 4 of the

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### 6: DEFINED TERMS

attachments, and any other reserves which the Wairarapa Moana statutory board is appointed to control and manage under the relevant part of the shared redress legislation; and

**Wairarapa Moana statutory board** or **statutory board** means the statutory board established under clause 7.18; 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).



## **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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### 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 overlay classification and the statutory acknowledgement indicate the general locations of the relevant sites 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

## **GENERAL MATTERS**

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### **7: INTERPRETATION**

not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in schedule 3 of the draft settlement bill.