MORIORI

and

NGĀTI MUTUNGA O WHAREKAURI

and

THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST

and

THE TRUSTEE OF TE KOROWAI O NGĀTI MUTUNGA O WHAREKAURI TRUST

and

THE CROWN

RĒKOHU WHAREKAURI

SHARED REDRESS DEED SCHEDULE:

PROPERTY REDRESS

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1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

1.1 The Crown –

1.1.1 has provided information to Moriori and Ngāti Mutunga o Wharekauri about the cultural redress properties, by the Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau between 24 July and 6 August 2026; and

1.1.2 must under paragraph 4.2.1 provide information to Moriori and Ngāti Mutunga o Wharekauri about the Kaingaroa School site (land only) if notice of interest in purchasing the property has been given in accordance with part 4 of the main body of this deed.

WARRANTY

1.2 The Crown warrants to each participating governance entity that the Crown has given to Moriori and Ngāti Mutunga o Wharekauri in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is at the date of providing that information, in the agency's records about the property (including its encumbrances),–

1.2.1 having inspected the agency's records; but

1.2.2 not having made enquiries beyond the agency's records; and

1.2.3 in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

1.3 Other than under paragraph 1.2, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –

1.3.1 an acquired property, including in relation to –

(a) its state, condition, fitness for use, occupation, or management; or

(b) its compliance with –

(i) legislation, including bylaws; or

(ii) any enforcement or other notice, requisition, or proceedings; or

1.3.2 the disclosure information about an acquired property, including in relation to its completeness or accuracy.

1.4 The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.2.

INSPECTION

1.5 In paragraph 1.6, relevant date means, in relation to an acquired property that is –

1.5.1 a cultural redress property, the date of this deed; and

1.5.2 the Kaingaroa School site (land only), the day on which an election notice electing to purchase the property is given.

1.6 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.2, each participating governance entity acknowledges that it could, before the relevant date, –

1.6.1 inspect the property and determine its state and condition; and

1.6.2 consider the disclosure information in relation to it.

2 VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

2.1 Until the settlement date, the Crown must –

2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and

2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.

2.2 Paragraph 2.1 does not –

2.2.1 apply to a cultural redress property that is not managed and administered by the Crown; or

2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

ACCESS

2.3 The Crown is not required to enable access to a cultural redress property for the governance entities or members of Moriori or Ngāti Mutunga o Wharekauri.

SURVEY AND REGISTRATION

2.4 The Crown must arrange, and pay for, –

2.4.1 the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the shared redress legislation, of a record of title for a fee simple estate in the property; and

2.4.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entities.

3 KAINGAROA SCHOOL SITE (LAND ONLY)

Name/Address	Description
Kaingaroa School site (land only) 603 Kaingaroa Road Chatham Island	*Wellington Land District – Chatham Islands Council* 1.4762 hectares, more or less, being Part Wharekauri No. 1. All *Gazette* notice 297977.1.

4 DEFERRED PURCHASE OF KAINGAROA SCHOOL SITE (LAND ONLY)

SUBPART A. RIGHT OF PURCHASE

APPLICATION OF THIS SUBPART

4.1 This subpart applies on each of the following events occurring:

4.1.1 a joint written notice of interest is given under clause 4.1;

4.1.2 an individual written notice is given under clause 4.6, but a notice is not given under clause 4.8:

4.1.3 an individual written notice is given under clause 4.6, and a notice is given under clause 4.8.

EFFECT OF NOTICE OF INTEREST

4.2 If this subpart applies –

4.2.1 the Crown must, not later than the relevant date give each participating governance entity all material information that, to the best of its knowledge, is in its records about the Kaingaroa School site (land only), including its encumbrances; and

4.2.2 the transfer value of the Kaingaroa School site (land only) must be determined in accordance with subpart B of this part 4.

4.3. For the purposes of paragraph 4.2.1, the **relevant date** means -

4.3.1 [10] working days after the notification date where a joint notice has been given under clause 4.1; or

4.3.2 [10] working days after the date of commencement of the period in clause 4.6.

ELECTION TO PURCHASE

4.4 If this part applies, each participating governance entity-

4.4.1 must give the Crown written notice of whether or not it elects to purchase the Kaingaroa School site (land only), by not later than 15 working days after its transfer value being determined in accordance with this part (**election period**);

4.4.2 may or may not give the notice jointly with another participating governance entity.

4.5 Each participating governance entity must include the tax information required pursuant to paragraph 5.49 in its election notice.

EFFECT OF ELECTION TO PURCHASE

4.6 If an election notice electing to purchase is given under paragraph 4.4, -

4.6.1 each governance entity that gives a notice under paragraph 4.4 that it elects to purchase the Kaingaroa School site (land only) is a **purchasing governance entity** for the purposes of this part, whether it gives the notice jointly or separately; and

4.6.2 the Crown must, immediately on expiry of the election period where a notice was not given jointly, give notice to each participating governance entity that it is either-

(a) the only purchasing governance entity, in which case under paragraph 4.6.3 it is purchasing the entire fee simple estate in the school site; or

(b) one of two purchasing governance entities, in which case it is purchasing an undivided half share in the fee simple estate in the school site; and

4.6.3 the Crown and each purchasing governance entity are to be treated as having entered into an agreement for the sale and purchase of the Kaingaroa School site (land only) at the transfer value determined in accordance with this part, plus GST (if any), on the terms in part 5 and under which –

(a) on the school site settlement date –

(i) the Crown must transfer the school site to each purchasing governance entity; and

(ii) each purchasing governance entity must pay to the Crown the relevant amount, plus GST (if any), specified in paragraph 4.7.2, by –

A. the SCP system, as defined in the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines current as at that date; or

B. another payment method agreed by the parties; and

4.6.4 the Crown and each purchasing governance entity must, by or on the school site settlement date, sign the Crown leaseback (being a registrable lease of the school site) –

(a) commencing on the actual school site settlement date; and

(b) at an initial annual rent determined by multiplying the transfer value of the school site by the percentage specified in clause 2.2 of the Crown leaseback to the Ministry of Education (plus GST, if any, on the amount so determined); and

(c) on the terms provided in part 2.2 of the documents schedule.

4.7 For the purposes of paragraph 4.6 –

4.7.1 **transfer the school site** means –

(a) where there is only one purchasing governance entity, transfer the entire fee simple estate in the school site to that purchasing governance entity; and

(b) where there are two purchasing governance entities, transfer an undivided half share in the fee simple estate in the school site to each purchasing governance entity; and

4.7.2 the **relevant amount** means –

(a) where there is only one purchasing governance entity, an amount equal to the transfer value of the school site determined in accordance with this part 4 and any additional apportionments and costs payable to the Crown under paragraph 5.8.1; and

(b) where there are two purchasing governance entities, an amount equal to 50% of the transfer value of the school site determined in accordance with this part 4 and any additional apportionments and costs payable to the Crown under paragraph 5.8.1.

SUBPART B. DETERMINING THE TRANSFER VALUE OF THE KAINGAROA SCHOOL SITE (LAND ONLY)

APPLICATION OF THIS SUBPART

4.8 This subpart provides how the transfer value of the Kaingaroa School site (land only) is to be determined after a notice of interest has been given under clause 4.6 or 4.8.

4.9 The market value is to be determined as at the notification date.

APPOINTMENT OF VALUER

4.10 The Crown and each participating governance entity must, not later than [10] working days after the notification date, agree upon and jointly appoint a valuer.

4.11 If a valuer is not appointed jointly in accordance with paragraph 4.10, either the Crown or a participating governance entity may request the President of the New Zealand Institute of Valuers to appoint a valuer as soon as practicable.

4.12 The Crown and each participating governance entity must, not later than [5] working days after the valuer's appointment, jointly instruct the valuer using the form of instructions in the appendix to part 4 and, if the valuer is not jointly instructed in accordance with this paragraph, either the Crown or a participating governance entity may do so on behalf of both parties.

VALUER'S QUALIFICATIONS

4.13 The valuer must be –

4.13.1 a registered valuer; and

4.13.2 independent; and

4.13.3 experienced in determining the market value of similar properties.

VALUATION REPORT

4.14 The valuer must, not later than [50] working days after the notification date, –

4.14.1 prepare a valuation report in accordance with the instructions; and

4.14.2 provide the Crown and each participating governance entity with a copy of the valuation report.

4.15 The valuation report must comply with the latest International Valuation Standards that apply on the valuation date, or explain where it is at variance with those standards.

TRANSFER VALUE

4.16 The transfer value of the Kaingaroa School site (land only) for the purposes of paragraph 4.6, is as provided in the valuation report as the market value for the school site.

SUBPART C. GENERAL PROVISIONS

TIME LIMITS

4.17 Time is of the essence for the time limits in clauses 4.1, 4.6, 4.8 and paragraphs 4.4, 4.10 and 4.12.

4.18 In relation to the time limits in this part, other than those referred to in paragraph 4.14, each party must use reasonable endeavours to ensure –

4.18.1 those time limits are met and delays are minimised; and

4.18.2 in particular, if a valuer appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION FINAL AND BINDING

4.19 The valuer's determination under subpart B is final and binding.

COSTS

4.20 In relation to the determination of the transfer value of the Kaingaroa School site (land only), the Crown must pay the valuer's costs.

ENDING OF OBLIGATIONS

4.21 The Crown's obligations under this deed in relation to the Kaingaroa School site (land only) cease if –

4.21.1 no joint notice of interest is given in accordance with clause 4.1 and no individual notice is given in accordance with clause 4.6; or

4.21.2 a notice of interest is given in accordance with clause 4.1 or clause 4.6 but –

(a) an election notice is given in accordance with paragraph 4.4 not to purchase the school site; or

(b) no election notice is given in accordance with paragraph 4.4; or

(c) each participating governance entity gives the Crown written notice that it is not interested in purchasing the school site at any time before an agreement for the sale and purchase of the property is constituted under paragraph 4.6; or

4.21.3 an agreement for the sale and purchase of the property is constituted under paragraph 4.6 and the agreement is cancelled in accordance with the terms of transfer in part 5.

APPENDIX – INSTRUCTIONS TO VALUER

[Note: this appendix is subject to review by the Ministry of Education and its valuers to confirm suitability.]

These instructions are to be completed for 2 governance entities if joint notice was given under clause 4.1 or a notice was given under both clause 4.6 and 4.8.

[*Valuer's name*]

[*Address*]

Valuation instructions

INTRODUCTION

[*Name(s)*] [(the governance entity/the governance entities)] [has][have] the right under a shared redress deed to purchase the Kaingaroa School site (land only) as defined in part 3 of the property redress schedule from the Ministry of Education (the land holding agency).

This right is given by:

(a) clause 4.1, 4.6 or 4.8 of the shared redress deed; and

(b) part 4 of the property redress schedule.

PROPERTY TO BE VALUED

The [governance entity] [governance entities] [has][have] given the land holding agency a notice of interest under clause [4.1] [4.6] [4.6 and 4.8][***delete as applicable***] of the shared redress deed in purchasing the Kaingaroa School site (land only). The school site is referred to as "the property" in these instructions.

PROPERTY TO BE LEASED BACK

If the [governance entity][governance entities] purchase[s] the property from the Crown, the [governance entity][governance entities] will lease the property back to the Crown on the terms provided by the lease in part 2.2 of the documents schedule to the shared redress deed (the agreed lease).

As the agreed lease is a ground lease, the ownership of the improvements on the property (the Lessee's improvements), remains unaffected by the transfer.

DEED OF SETTLEMENT

A copy of the shared redress deed is enclosed.

Your attention is drawn to –

(a) part 4; and

(b) the agreed lease of the property in part 2.2 of the documents schedule to the deed.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 4.

A term defined in the shared redress deed has the same meaning when used in these instructions.

ASSESSMENT OF MARKET VALUE REQUIRED

You are required to undertake a valuation to assess the market value of the property in accordance with the methodology below as at [*date- complete in accordance with whichever circumstance described in the definition of "notification date" in part 7 applies*] (the valuation date), being the notification date as defined in part 7 of the redress schedule.

As the Lessee's improvements will not transfer, the market value of the property is to be the market value of its land (i.e. not including any Lessee's improvements).

The market value of the property assessed by you will be the basis of establishing the transfer value at which the [governance entity] [governance entities] may elect to purchase the property under part 4, plus GST (if any).

METHODOLOGY

For the purposes of these instructions the intention of the parties in respect of the property is to determine a transfer value to reflect the designation and use of the land for education purposes.

The market value of the property is to be calculated as the market value of the property, exclusive of improvements, based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%.

A two step process is required:

1) firstly, the assessment of the unencumbered market value (based on highest and best use) by:

   (a) disregarding the designation and the Crown leaseback; and

   (b) considering the zoning in force at the valuation date; and

   (c) excluding any improvements on the land; and

2) secondly, the application of a 20% discount to the unencumbered market value to determine the market value of the property as a school site (transfer value).

If, in the relevant district or unitary plan, the zoning for the school site is Specialised (as defined below), the zoning for the school site for the purposes of step 1(b) of the two-step process above will be deemed to be the Alternative Zoning (as defined below).

For the purposes of these instructions:

- “Specialised” means specialised for a school site or otherwise specialised to a public or community use or public work (including education purposes).

- "Alternative Zoning" means the most appropriate probable zoning which provides for the highest and best use of the property as if Kaingaroa school (or any other public or community use or public work, including education purposes) was hypothetically not present. The Alternative Zoning will be determined with reference to (in no particular order):

  (a) the underlying zoning for the property (if any);

  (b) the zoning for the property immediately prior to its Specialised zoning;

  (c) the zoning of land adjacent to or in the immediate vicinity of the property (or both) if there is a uniform neighbouring zone;

  (e) any other relevant consideration in the reasonable opinion of a registered valuer that would support the most probable zoning which provides for the highest and best use of the property.]

The transfer value is used to determine the initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

(a) the property is a current asset and was available for immediate sale as at the valuation date; and

(b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

(a) to assess market value on the basis of market value as defined in the latest editions of the Australia and New Zealand Valuation and Property Standards, and the International Valuation Standards that apply on the valuation date; and

(b) to take into account –

(i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and

(ii) the terms of the agreed lease; and

(iii) the attached disclosure information about the property that has been given by the land holding agency to the [governance entity] [governance entities], including the disclosed encumbrances; and

(iv) the terms of transfer in part 5 of the property redress schedule to the shared redress deed (that will apply to a purchase of the property by the [governance entity] [governance entities]); but

(c) not to take into account a claim in relation to the property by or on behalf of Moriori or Ngāti Mutunga o Wharekauri.

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the latest editions of the Australia and New Zealand Valuation and Property Standards, and the International Valuation Standards that apply on the valuation date, including –

(a) an executive summary, containing a summary of –

(i) the valuation; and

(ii) the key valuation parameters; and

(iii) the key variables affecting value; and

(b) a detailed description, and a clear statement, of the land value; and

(c) a clear statement as to any impact of –

(i) the disclosed encumbrances; and

(ii) the agreed lease; and

(d) details of your assessment of the highest and best use of the property including, where relevant, details of the deemed most appropriate probable zoning for the property]; and

(e) comment on the rationale of likely purchasers of the property; and

(f) a clear identification of the key variables which have a material impact on the valuation; and

(g) full details of the valuation method or methods; and

(h) appendices setting out –

(i) a statement of the valuation methodology and policies; and

(ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in the latest International Valuation Standard, Market Value Basis of Valuation, and other relevant standards, that apply on the valuation date.

Your report must contain a clear statement of the treatment of Goods and Services Tax (**GST**) (if any) to the property valuation.

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than:

(a) [30] working days after the valuation date, to prepare and deliver to us a draft valuation report; and

(b) [50] working days after the valuation date, to:

(i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and

(ii) deliver a copy of your final valuation report to each of us.

ACCESS

You should not enter on to the property without first arranging access through the Ministry of Education [*give contact details*] and should not contact the school directly.

OPEN AND TRANSPARENT VALUATION

We intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the valuation, together with the responses, to each of us.

Yours faithfully

[*Name of signatory*]
[*Position*]

[*Governance entity*]

[Repeat if there are two governance entities.]

[*Name of signatory*]
[*Position*]
Ministry of Education

5 TERMS OF TRANSFER FOR KAINGAROA SCHOOL SITE (LAND ONLY)

APPLICATION OF THIS PART

5.1 This part -

5.1.1 applies to the transfer by the Crown to a purchasing governance entity of an estate in the Kaingaroa School site (land only) in respect of each agreement for sale and purchase constituted under paragraph 4.6; and

5.1.2 when there are two purchasing governance entities-

(a) binds them severally, not jointly, so that a purchasing governance entity is not liable for the payment obligations of another purchasing governance entity; and

(b) **fee simple estate** or **transfer** or **school site** are references to the transfer of an undivided half share in the fee simple estate in the school site.

TRANSFER

5.2 The Crown must transfer the fee simple estate in the school site to each purchasing governance entity subject to, and where applicable with the benefit of, –

5.2.1 the disclosed encumbrances affecting or benefiting the school site (as they may be varied by a non-material variation, or a material variation entered into under paragraph 5.17.4(a)); and

5.2.2 any additional encumbrances affecting or benefiting the school site entered into by the Crown under paragraph 5.17.4(b).

5.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in the school site to a purchasing governance entity.

POSSESSION

5.4 On the school site settlement date, possession of the school site must –

5.4.1 be given by the Crown; and

5.4.2 taken by each purchasing governance entity; and

5.4.3 be vacant possession subject only to –

(a) any encumbrances referred to in paragraph 5.2 that prevent vacant possession being given and taken; and

(b) the Crown leaseback.

SETTLEMENT

5.5 Subject to paragraphs 5.6 and 5.37.2, the Crown must provide each purchasing governance entity with the following in relation to the school site on the school site settlement date:

5.5.1 evidence of –

(a) a registrable transfer instrument; and

(b) any other registrable instrument required by this deed in relation to the school site:

5.5.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered owner's interest in the school site after the school site settlement date.

5.6 If the fee simple estate in the school site may be transferred to a purchasing governance entity electronically under the Land Transfer Act 2017, –

5.6.1 paragraph 5.5.1 does not apply; and

5.6.2 the Crown must ensure its solicitor, –

(a) a reasonable time before the school site settlement date, –

(i) creates a Landonline workspace for the transfer to a purchasing governance entity of the fee simple estate in the school site and for any other registrable instruments required by the deed in relation to the school site (the electronic transfer instruments); and

(ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the electronic transfer instruments; and

(b) on the school site settlement date, releases the electronic transfer instruments so that the purchasing governance entity's solicitor may submit them for registration under the relevant legislation; and

5.6.3 the purchasing governance entity must ensure its solicitor, a reasonable time before the school site settlement date, certifies and signs the electronic transfer instruments for the school site prepared in the Landonline workspace under paragraph 5.6.2(a)(ii); and

5.6.4 paragraphs 5.6.2 and 5.6.3 are subject to paragraph 5.37.2.

5.7 The transfer value of, or the amount payable by a purchasing governance entity for, the school site is not affected by –

5.7.1 a non-material variation, or a material variation entered into under paragraph 5.17.4(a), of a disclosed encumbrance affecting or benefiting the school site; or

5.7.2 an additional encumbrance affecting or benefiting the school site entered into by the Crown under paragraph 5.17.4(b).

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

5.8 If, as at the actual school site settlement date, –

5.8.1 the outgoings for the school site pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, each purchasing governance entity must pay the amount of the excess to the Crown; or

5.8.2 the incomings for the school site received by the Crown for any period after that date exceed the outgoings for the school site pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to each purchasing governance entity.

5.9 The outgoings for the purposes of paragraph 5.8 do not include insurance premiums and a purchasing governance entity is not required to take over from the Crown any contract of insurance in relation to the school site.

5.10 Where there is more than one purchasing governance entity the payment obligations under paragraph 5.9 are in respect of one half of the excess and a purchasing governance entity is not liable for the payment obligations of another purchasing governance entity.

5.11 An amount payable under paragraph 5.8 in relation to the school site must be paid on the actual school site settlement date.

5.12 The Crown must, before the actual school site settlement date, provide each purchasing governance entity with a written statement calculating the amount payable by the purchasing governance entity or the Crown under paragraph 5.8.

FIXTURES, FITTINGS, AND CHATTELS

5.13 The transfer of the school site includes all fixtures and fittings that were owned by the Crown, and located on the school site, on the first date of the transfer period.

5.14 Paragraph 5.13 does not apply to the Lessee’s improvements located on the school site.

5.15 Fixtures and fittings must be transferred under paragraph 5.13 free of mortgage or charge.

5.16 The transfer of the school site does not include chattels.

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

5.17 During the transfer period, the Crown must –

5.17.1 ensure the school site is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

5.17.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the school site, except where those charges are payable by a tenant or occupier to the supplier; and

5.17.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the school site during the period –

(a) by the Crown; or

(b) with the Crown's written authority; and

5.17.4 obtain the prior written consent of each purchasing governance entity before –

(a) materially varying a disclosed encumbrance affecting or benefiting the school site; or

(b) entering into an encumbrance affecting or benefiting the school site; or

(c) procuring a consent, providing a waiver, or giving an approval, that materially affects the school site, under the Resource Management Act 1991 or any other legislation; and

5.17.5 use reasonable endeavours to obtain permission for each purchasing governance entity to enter and inspect the school site under paragraph 5.18.2 if the purchasing governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 5.2, but

these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied during the transfer period.

5.18 During the transfer period, a purchasing governance entity –

5.18.1 must not unreasonably withhold or delay any consent sought under paragraph 5.17.4; and

5.18.2 may enter and inspect the school site on one occasion –

(a) after giving reasonable notice; and

(b) subject to the terms of the encumbrances referred to in paragraph 5.2; and

(c) subject to complying with all reasonable conditions imposed by the Crown.

OBLIGATIONS AFTER SETTLEMENT

5.19 The Crown must –

5.19.1 give the relevant territorial authority notice of the transfer of the school site immediately after the actual school site settlement date; and

5.19.2 if it receives a written notice in relation to the school site from the Crown, a territorial authority, or a tenant after the actual school site settlement date, –

(a) comply with it; or

(b) provide it promptly to each purchasing governance entity or its solicitor; or

5.19.3 pay any penalty incurred by a purchasing governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 5.19.2.

RISK AND INSURANCE

5.20 The school site is at the sole risk of –

5.20.1 the Crown, until the actual school site settlement date; and

5.20.2 each purchasing governance entity, from and including the actual school site settlement date.

DAMAGE AND DESTRUCTION

5.21 Paragraphs 5.22 to 5.30 apply if, before the actual school site settlement date, –

5.21.1 the school site is destroyed or damaged; and

5.21.2 the destruction or damage has not been made good.

5.22 Paragraph 5.23 applies if the school site, as a result of the destruction or damage, is not tenantable.

5.23 Where this paragraph applies, –

5.23.1 a purchasing governance entity may cancel its transfer by written notice to the Crown; or

5.23.2 the Crown may cancel its transfer by written notice to each purchasing governance entity.

5.24 Notice under paragraph 5.23 must be given before the actual school site settlement date and, if given by one purchasing governance entity when there are two purchasing governance entities the following applies:

5.24.1 the agreement constituted under paragraph 4.6 is cancelled for both governance entities:

5.24.2 the Crown must give notice to the governance entity that did not give the notice under paragraph 5.23 that the other governance entity did give that notice:

5.24.3 the Crown and that other governance entity may, for a period of 20 working days from receipt by that governance entity of the notice under paragraph 5.24.2, attempt to agree and enter into a replacement agreement for sale and purchase of the school site which, if entered into, is treated as an agreement constituted under paragraph 4.6 with all necessary modifications.

5.25 Paragraph 5.26 applies if the school site –

5.25.1 despite the destruction or damage, is tenantable; or

5.25.2 as a result of the damage or destruction is not tenantable but its transfer is not cancelled under paragraph 5.23 before the actual school site settlement date.

5.26 Where this paragraph applies –

5.26.1 each purchasing governance entity must complete the transfer of the school site in accordance with this deed; and

5.26.2 the Crown must pay each purchasing governance entity –

(a) the amount by which the value of the property has diminished, as at the actual school site settlement date, as a result of the destruction or damage;

(b) plus GST (if any).

5.27 The value of the school site for the purposes of paragraph 5.26.2 is to be its transfer value as determined or agreed in accordance with part 4.

5.28 An amount paid by the Crown under paragraph 5.26.2 is a partial refund of the purchase price.

5.29 The Crown, or a purchasing governance entity, may give notice, respectively, to each purchasing governance entity, or to the Crown and any other purchasing governance entity–

5.29.1 requiring a dispute as to the application of paragraphs 5.23 to 5.28 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

5.29.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

5.30 If a dispute as to the application of paragraphs 5.23 to 5.28 is not determined by the school site settlement date, the date the Crown and each purchasing governance entity must comply with their obligations on transfer of the school site is to be –

5.30.1 the fifth working day following the determination of the dispute; or

5.30.2 if an arbitrator appointed under paragraph 5.29 so determines, another date including the original school site settlement date.

BOUNDARIES AND TITLE

5.31 The Crown is not required to point out the boundaries of the school site.

5.32 If the school site is subject only to the encumbrances referred to in paragraph 5.2 and the Crown leaseback, each purchasing governance entity –

5.32.1 is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and

5.32.2 may not make any objections to, or requisitions on, it.

5.33 An error or omission in the description of the school site or its title does not annul its transfer.

FENCING

5.34 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between the school site and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will apply.

5.35 Paragraph 5.34 does not continue for the benefit of a purchaser from the Crown of land contiguous to the school site.

5.36 The Crown may require a fencing covenant to the effect of paragraphs 5.34 and 5.35 to be registered against the title to the school site.

DELAYED TRANSFER OF TITLE

5.37 The Crown covenants for the benefit of each purchasing governance entity that it will –

5.37.1 arrange for the creation of a record of title for a fee simple estate for the school site; and

5.37.2 transfer (in accordance with paragraph 5.5 or 5.6, whichever is applicable) the fee simple estate in the school site as soon as reasonably practicable after complying with paragraph 5.37.1 but not later than five years after the actual school site settlement date.

5.38 If paragraph 5.37.2 applies, and paragraph 5.6 is applicable, each purchasing governance entity must comply with its obligations under paragraph 5.6.3 by a date specified by written notice by the Crown.

5.39 The covenant given by the Crown under paragraph 5.37 has effect and is enforceable, despite:

5.39.1 being positive in effect; and

5.39.2 there being no benefited land.

5.40 If paragraph 5.37 applies then, for the period from the actual school site settlement date until the date that the Crown transfers the fee simple estate in the school site to each purchasing governance entity –

5.40.1 each purchasing governance entity will be the beneficial owner of the school site; and

5.40.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the purchasing governance entity on the actual school settlement date; and

5.40.3 the purchasing governance entity may not serve a settlement notice under paragraph 5.43.

INTEREST

5.41 If for any reason (other than the default of the Crown) all or any of the amount payable by either governance entity to the Crown in relation to the school site is not paid on the school site settlement date –

5.41.1 the Crown is not required to give possession of the school site to any governance entity; and

5.41.2 each governance entity that did not pay the amount must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the school site settlement date to the actual school site settlement date.

5.42 Paragraph 5.41 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

SETTLEMENT NOTICE

5.43 If, without the written agreement of the Crown and each purchasing governance entity, settlement of the school site is not effected on the school site settlement date –

5.43.1 either the Crown or a purchasing governance entity (the serving party) may at any time after the school site settlement date serve notice on the other (a settlement notice) requiring the other (the recipient party) to effect settlement; but

5.43.2 the settlement notice is effective only if the serving party is –

(a) ready, able, and willing to effect settlement in accordance with the settlement notice; or

(b) not ready, able, and willing to effect settlement only by reason of the default or omission of the recipient party; and

5.43.3 upon service of a settlement notice, the recipient party must effect settlement within 10 working days after the date of service (excluding the date of service); and

5.43.4 time is of the essence under paragraph 5.43.3; and

5.43.5 if the recipient party does not comply with the terms of a settlement notice, the serving party may cancel the agreement constituted by paragraph 4.6.

5.44 If the serving party is the Crown and both governance entities are purchasing governance entities –

5.44.1 the Crown must, at the same time as serving notice on the recipient party, send a copy of that notice to the qualifying purchasing entity: and

5.44.2 the Crown is not obliged to effect settlement with a qualifying purchasing governance entity; and

5.44.3 cancellation under paragraph 5.43.5 is also effective cancellation of the agreement with the qualifying purchasing governance entity constituted by paragraph 4.6; but

5.44.4 a qualifying purchasing governance entity may, at any time within 5 working days of cancellation under paragraph 5.44.3, serve notice on the Crown that it will, within a further 10 working days after the expiry of that 5 working day period, be ready, willing and able to settle with the Crown on the transfer of the entire fee simple estate in the school site, not an undivided half share in it; and

5.44.5 if the qualifying purchasing governance does not comply with the settlement notice by paying the entire transfer value of the school site, and otherwise complying with its obligations on settlement, within that further 10 working days (time being of the essence), the Crown may cancel the agreement constituted by this deed in relation to the school site.

5.45 Paragraphs 5.43 and 5.44, and the exercise of rights under them, are without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the serving party may have.

5.46 A purchasing governance entity is a qualifying purchasing governance entity for the purposes of paragraph 5.44 if it was ready, willing and able to comply with its settlement obligations on the school site settlement date.

FURTHER ASSURANCES

5.47 The Crown and each purchasing governance entity must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things that the other may reasonably require to give full force and effect to this part.

NON-MERGER

5.48 On transfer of the school site to a purchasing governance entity –

5.48.1 the provisions of this part will not merge; and

5.48.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

GST

5.49 When a purchasing governance entity gives a written notice of election to purchase under part 4, it must include in that notice the following information in relation to the factual situation that will exist at the school site settlement date and warrants the correctness of that information –

5.49.1 whether or not the purchasing governance entity is or will be at the school site settlement date a registered person for GST purposes; and

5.49.2 the purchasing governance entity's registration number (if any); and

5.49.3 whether or not the purchasing governance entity intends to use the school site for the purposes of making taxable supplies; and

5.49.4 whether or not the purchasing governance entity intends to use the property as a principal place of residence of the governance entity or a person associated with the governance entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.

5.50 If any of that information provided in the election to purchase notice under paragraph 5.49 alters before the school site settlement date, the purchasing governance entity must immediately notify the Crown and warrants that the altered information is correct as at the date of notification.

5.51 If the information provided (subject to alteration, if any) indicates that, at the school site settlement date, each of the following statements is correct and the supply of the school site is a taxable supply by the Crown, the Crown and each purchasing governance entity agree that GST will apply to the supply at the rate of zero percent:

5.51.1 the purchasing governance entity is or will be at the school site settlement date a registered person for GST purposes; and

5.51.2 the purchasing governance entity intends to use the school site for the purposes of making taxable supplies; and

5.51.3 the purchasing governance entity does not intend to use the school site as a principal place of residence of the purchasing governance entity or a person associated with the purchasing governance entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.

6 NOTICE IN RELATION TO CULTURAL REDRESS PROPERTIES AND KAINGAROA SCHOOL SITE (LAND ONLY)

6.1 A notice required to be given to the Crown by a participating governance entity or a purchasing governance entity under part 4 of the main body of the deed or under this part 6 must be given in accordance with part 1 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address, or email address, provided –

6.1.1 in paragraph 6.2; or

6.1.2 if the land holding agency has given notice to a participating governance entity of a new address or email address, in the most recent notice of a change of address, or email address.

6.2 Until any other address, or email address, of a land holding agency is given by notice to a participating governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

Land holding agency	Contact details
Department of Conservation	Department of Conservation Conservation House Whare Kaupapa Atawhai 18 Manners Street Wellington 6011 PO Box 10420 The Terrace Wellington 6143 Email: SLM@doc.govt.nz with the following subject line "ATTN: SLM National Advisor – [name of site]
Land Information New Zealand	Land Information New Zealand Wellington Office Level 7, 155 The Terrace, Wellington, 6011 PO Box 5501 Wellington 6145 Fax: +64 4 472 2244 Email address: Treaty@linz.govt.nz
Ministry of Education	Ministry of Education National Office PO Box 1666

	Thorndon Wellington 6140
Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau	Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau Level 2, The Justice Centre 19 Aitken Street SX10111 Wellington 6011 Email: contactus@whakatau.govt.nz

7 DEFINITIONS

7.1 In this deed, unless the context otherwise requires, -

acquired property means –

(a) each cultural redress property; and

(b) the Kaingaroa School site (land only) if notice of interest in purchasing the school site has been given in accordance with part 4 of the main body of the deed; and

actual school site settlement date means the date on which **settlement** of the school site takes place; and

Crown leaseback means the lease to be entered into by the governance entity and the Crown under paragraph 4.6.4; and

disclosed encumbrance in relation to the Kaingaroa School site (land only) means an encumbrance affecting or benefiting the school site that is disclosed in the disclosure information about the school site; and

disclosure information in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1; and

election notice means a written notice given by a participating governance entity in accordance with paragraph 4.4 electing whether or not to purchase the Kaingaroa School site (land only); and

election period has the meaning given to in paragraph 4.4; and

initial annual rent means the rent payable under the Crown leaseback from its commencement determined or agreed in accordance with part 4; and

Lessee's improvements has the meaning given to it in the Crown leaseback; and

market value has the meaning provided in the valuation instructions in the appendix to part 4; and

notice of interest means a notice given by a governance entity under clause 4.1, 4.6 or 4.8; and

notification date means –

(a) where paragraph 4.1.1 applies (joint notice is given), the date that the Crown receives the notice of interest under clause 4.1; and

(b) where paragraph 4.1.2 applies (only one individual notice was given), the date of expiry of the period in clause 4.8; and

(c) where paragraph 4.1.3 applies (two individual notices were given), the date that the Crown receives the notice of interest under clause 4.8; and

participating governance entity means each governance entity that gives notice of interest under clause 4.1, 4.6 or 4.8; and

purchasing governance entity means each governance entity that gives notice under paragraph 4.4; and

registered bank has the meaning given to it by section 2(1) of the Reserve Bank of New Zealand Act 1989; and

registered valuer means a person registered as a valuer with the Valuers Act 1948; and

school site settlement date means the date that is 40 working days after the expiry of the period in paragraph 4.4 during which the Crown receives an election notice from a governance entity electing to purchase the school site; and

settlement notice has the meaning given to it by paragraph 5.43.1; and

terms of transfer means the terms of transfer set out in part 5; and

transfer period means the period from the notification date to the actual school site settlement date; and

transfer value means the amount payable for the transfer of the entire fee simple estate in the Kaingaroa school site determined or agreed in accordance with part 4; and

valuation date means the notification date.