

RONGOWHAKAATA
INCLUDING NGA URI O TE KOOTI RIKIRANGI
and
THE TRUSTEES OF THE RONGOWHAKAATA SETTLEMENT TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS

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GENERAL MATTERS

TABLE OF CONTENTS

1 IMPLEMENTATION OF SETTLEMENT 1
2 INTEREST 2
3 TAX..... 3
4 NOTICE..... 8
5 MISCELLANEOUS 10
6 DEFINED TERMS 12
7 INTERPRETATION..... 23

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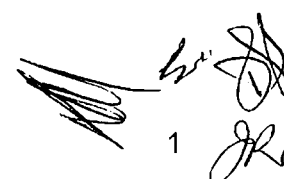
GENERAL MATTERS

1: IMPLEMENTATION OF SETTLEMENT

1 IMPLEMENTATION OF SETTLEMENT

IMPLEMENTATION

- 1.1 The governance entity must use best endeavours to ensure that every historical claim proceeding made in a court, tribunal, or judicial body other than the Waitangi Tribunal, 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 any land bank arrangements in relation to Rongowhakaata or a representative entity, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Rongowhakaata and the governance entity must–
- 1.4.1 support a bill that they are satisfied meets the requirements of paragraph 1.2.3; and
 - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.



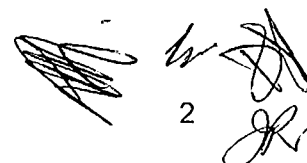
1

GENERAL MATTERS

2: INTEREST

2 INTEREST

- 2.1 The Crown must pay interest in accordance with paragraph 2.2 to the governance entity on the settlement date.
- 2.2 The interest is payable –
- 2.2.1 in respect of \$21,240,000 from 29 August 2008, being the date of the agreement in principle, to 4 July 2010, being the date of the Minister for Treaty of Waitangi Negotiations' preliminary decision on Turanganui a Kiwa redress allocations (which included a decision to increase the financial and commercial amount to \$22,240,000); and
 - 2.2.2 in respect of the financial and commercial redress amount from 5 July 2010, being the day after the date of the Minister for Treaty of Waitangi Negotiations' preliminary decision on Turanganui a Kiwa redress allocations, to the day before the on-account payment is paid to the governance entity under clause 7.2; and
 - 2.2.3 in respect of \$19,240,000 only of the financial and commercial redress amount, from the day that the on-account payment is paid to the governance entity under clause 7.2 to 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.



2

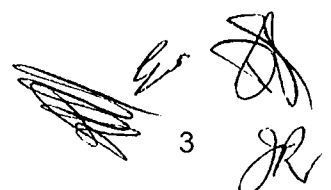
GENERAL MATTERS

3: TAX

3 TAX

INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the governance entity, or to the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust, (**Recipients**) is not intended to be –
- 3.1.1 a taxable supply for GST purposes; or
 - 3.1.2 assessable income for income tax purposes; or
 - 3.1.3 a dutiable gift for gift duty purposes.
- 3.2 The Crown must, therefore, indemnify each Recipient for –
- 3.2.1 any GST payable by the Recipient in respect of the provision of Crown redress or an indemnity payment; and
 - 3.2.2 any income tax payable by the Recipient as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the Recipient; and
 - 3.2.3 any gift duty payable by the Recipient in respect of the provision of Crown redress that is –
 - (a) cultural redress; or
 - (b) the right under the settlement documentation to purchase deferred selection properties; or
 - (c) the right under the settlement documentation to purchase RFR land or a RFR deferred selection property; or
 - (d) the commercial redress properties for no consideration; and
 - 3.2.4 any reasonable cost or liability incurred by the Recipient 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).



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GENERAL MATTERS

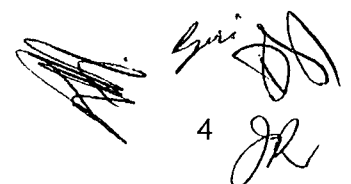
3: TAX

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

ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge –
- 3.4.1 the Crown redress is provided –
 - (a) to settle the historical claims; and
 - (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 the provision of Crown redress, or an indemnity payment, is –
 - (a) a taxable supply for GST purposes; or
 - (b) assessable income for income tax purposes; or
 - (c) a dutiable gift for gift duty purposes; or

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GENERAL MATTERS

3: TAX

- (d) if a Recipient 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 or a RFR deferred selection property under the settlement documentation is a taxable supply for GST purposes; and

3.4.5 the Recipients 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 Recipients, a person associated with a Recipient, or the Crown will act in a manner that is inconsistent with this part 3.

3.6 In particular, each Recipient 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

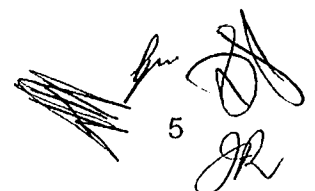
3.7 A Recipient and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the Recipient may be entitled to an indemnity payment.

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

 5

GENERAL MATTERS

3: TAX

(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 a Recipient is entitled to an indemnity payment, the Crown may make the payment to –

3.9.1 the Recipient; or

3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the Recipient.

3.10 A Recipient 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.

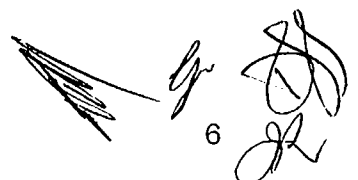
REPAYMENT

3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the Recipient must promptly repay to the Crown any amount that –

3.11.1 the Commissioner of Inland Revenue refunds or credits to the Recipient; or

3.11.2 the Recipient has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

3.12 A Recipient has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.



6

GENERAL MATTERS

3: TAX

RULINGS

- 3.13 Each Recipient 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 a Recipient is entitled to an indemnity payment, the Crown may –

- 3.14.1 by notice to the Recipient, 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 Recipient 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.



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GENERAL MATTERS

4: NOTICE

4 NOTICE

APPLICATION

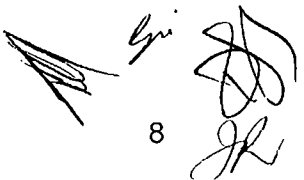
- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to notices under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 7 of the property redress schedule which provides for notice to the Crown in relation to, 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, or the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust are, 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

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GENERAL MATTERS

4: NOTICE

4.4.2 on the second day after posting, if posted; or

4.4.3 on the day of transmission, if faxed.

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 Rongowhakaata and the governance entity is –

78 Whakato Road
CMB 24
Manutuke 4053
GISBORNE
Facsimile No. 06 862 8086

4.6.2 the Crown is –

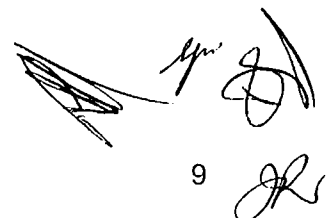
C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
PO Box 2858
WELLINGTON

Facsimile No. 04 473 3482

4.6.3 the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust is –

c/- Powell Webber and Associates
Solicitors
Level 11
2 St Martins Lane
Auckland City 1010
PO Box 37661
Parnell 1151
AUCKLAND

Facsimile No. 09 307 4301



9

GENERAL MATTERS

5: MISCELLANEOUS

5 MISCELLANEOUS

AMENDMENTS

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

ENTIRE AGREEMENT

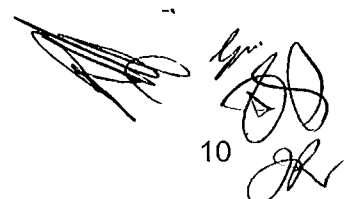
- 5.2 This deed, and each of the settlement documents, in relation to the matters in it, –
- 5.2.1 constitutes the entire agreement; and
- 5.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.
- 5.4 Except as provided in this deed or a settlement document, a person –
- 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.

USE OF DEFINED TERM FOR OFFICIAL GEOGRAPHIC NAME

- 5.5 Each of the following defined terms is not the official name of the geographic feature or Crown protected area to which it relates:
- 5.5.1 Matawhero site A:



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GENERAL MATTERS

5: MISCELLANEOUS

5.5.2 Matawhero site B:

5.5.3 Rakaukaka.


11 

GENERAL MATTERS

6: DEFINED TERMS

6 DEFINED TERMS

6.1 In this deed –

285 Palmerston Road means the property described as 285 Palmerston Road, Gisborne in part 3 of the property redress schedule; and

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 1.17; and

area of interest means the area identified as the area of interest in the attachments; and

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




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

business day means a day that is not –

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

central leadership group means the group to be established under clauses 6.31 to 6.37; and

commercial redress property for no consideration means each property described in part 3 of the property redress schedule; and



12


GENERAL MATTERS

6: DEFINED TERMS

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

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

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

conservation document has the meaning given to it by section 12 of the draft settlement bill; and

conservation protocol means the conservation protocol in the documents schedule; and

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

Crown body has the meaning given to it by section 12 of the draft settlement bill; and

Crown minerals protocol means the Crown minerals protocol in the documents schedule; and

Crown redress –

(a) means redress –

(i) provided by the Crown to the governance entity or to the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust; or

(ii) vested by the settlement legislation in the governance entity or in the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust that was, immediately prior to the vesting, owned by or vested in the Crown; and

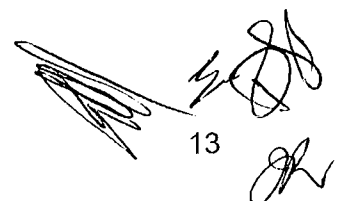
(b) includes the right of the governance entity under the settlement documentation –

(i) to acquire a deferred selection property; and

(ii) of first refusal in relation to RFR land or a RFR deferred selection property; and

(c) includes any part of the Crown redress; and

(d) does not include –

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GENERAL MATTERS

6: DEFINED TERMS

- (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land or a RFR deferred selection property; or
- (ii) a deferred selection property or RFR land or a RFR deferred selection property; or
- (iii) the on-account payment; and

cultural redress means the redress provided under clauses 4.15 and 6.1 to 6.44 and the settlement legislation giving effect to any of those clauses; and

cultural redress property means each property described in parts 1 and 2 of schedule 2 of the draft settlement bill and Opou Station; and

date of the Ngai Tamanuhiri deed of settlement means 5 March 2011; and

date of this deed means the date this deed is signed by the parties and the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust; and

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

deed plan means a deed plan in the attachments; and

deferred selection property means each property described in part 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

disclosure information has the meaning given to it in part 8 of the property redress schedule; and

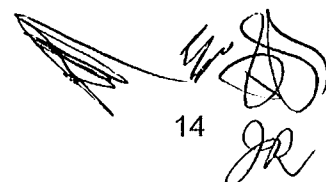
documents schedule means the documents schedule to this deed; and

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

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

eligible member of Rongowhakaata means a member of Rongowhakaata who on 1 July 2011 was –

- (a) aged 18 years or over; and


14
JR

GENERAL MATTERS

6: DEFINED TERMS

- (b) registered on the register of members of Rongowhakaata kept by the Rongowhakaata Charitable Trust for the purpose of voting on –
- (i) the ratification, and signing, of this deed; and
 - (ii) approval of the governance entity and the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust (in respect of the Nga Uri o Te Kooti Rikirangi redress only) 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 under clauses 7.1 to 7.20 and the settlement legislation giving effect to any of those clauses; and

financial and commercial redress amount means the amount referred to in clause 7.1.1 as the financial and commercial redress amount; and

fisheries protocol means the fisheries protocol in the documents schedule; and

general matters schedule means this schedule; and

gift duty means gift duty imposed under the Estate and Gift Duties Act 1968 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of gift duty; and

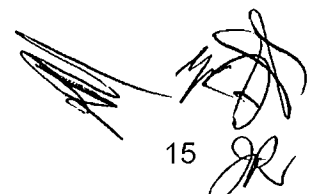
Gisborne High and District Court means the property described as Gisborne High and District Court, 50 Customhouse Street, Gisborne in part 4 of the property redress schedule; and

governance entity means the trustees for the time being of the Rongowhakaata Settlement Trust, in their capacity as trustees of the trust; and

GST –

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

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


15

GENERAL MATTERS

6: DEFINED TERMS

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 a Recipient to the Crown under part 3 of this schedule for an indemnity payment; and

indemnity payment means a payment made by the Crown to a Recipient or the Commissioner of Inland Revenue under part 3 of this schedule; and

KiwiRail means the New Zealand Railways Corporation constituted under section 4 of the New Zealand Railways Corporation Act 1981; and

land holding agency –

(a) in relation to –

- (i) Ex-Railway Land; and
- (ii) part AML site; and
- (iii) 75 Birrell Street; and
- (iv) 295 Palmerston Road, Gisborne,

means Office of Treaty Settlements; and

(b) in relation to all other cultural redress properties (except Opou Station), means Department of Conservation; and

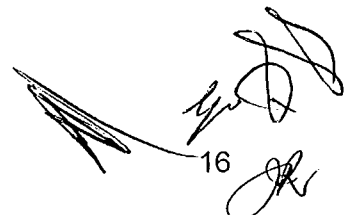
(c) in relation to a commercial redress property for no consideration, or a deferred selection property, means the department specified opposite that property in part 3, or part 4, as the case may be, of the property redress schedule; and

LINZ means Land Information New Zealand; and

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

mandated signatories means the individuals who are the mandated signatories under clause 9.8; and

member of Rongowhakaata means an individual referred to in clause 9.5.1; and



16

GENERAL MATTERS

6: DEFINED TERMS

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

Nga Uri o Te Kooti Rikirangi mandated negotiators means Peter John Richard Moeau and Maever Cherie Hei Ariki Moeau; and

Nga Uri o Te Kooti Rikirangi redress means –

- (a) the fee simple estate in Matawhero site A as a recreation reserve, to be vested in accordance with this deed and the settlement legislation; and
- (b) the fee simple estate in Matawhero site B, subject to an easement in gross, to be vested in accordance with this deed and the settlement legislation; and
- (c) Te Ruruku, referred to in clause 6.44 and set out in part 7 of the documents schedule; and
- (d) the letters of introduction referred to in clause 6.43; and
- (e) the amounts referred to in clauses 6.22.3 and 6.22.4, to be paid by the Crown under clause 6.23.2; and
- (f) the amount to be paid by the Crown under clause 7.8; and

Nga Uri o Te Kooti Rikirangi Settlement Trust means the trust known by that name and established by a trust deed dated 29 September 2011 and signed by:

Maever Cherie Hei Ariki Moeau, Turanganui a Kiwa/Gisborne, Edu-cultural Consultant:

Peter John Richard Moeau, Kirikiriroa/Hamilton, Educultural Consultant:

Rangi Wetini Cairns, Wellington, Management Accountant; and

Ngai Tamanuhiri has the meaning given to it in the Ngai Tamanuhiri deed of settlement; and

Ngai Tamanuhiri deed of settlement means the deed of settlement of historical claims between Ngai Tamanuhiri, the trustees of the Tamanuhiri Tutu Poroporo Trust and the Crown, signed on 5 March 2011; and



17

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 7.2; and

Opou Station means 118.6004 hectares, more or less, being Lots 3, 4, 5, and 6 DP 417301, all Transfer 8362868.1, subject to all existing encumbrances; and

party means each of the following:

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

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

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

protocol means a protocol issued under clause 6.10 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



putea means the amount to be paid by the Crown under the Ngai Tamanuhiri deed of settlement, referred to in clause 6.5; and

Recipient has the meaning given to it by paragraph 3.1 of part 3 of this schedule;

redress means –

- (a) the acknowledgements and the apologies made by the Crown under clauses 3.1 to 3.28, 3.31, 3.33, 3.38 to 3.40, 4.12 and 4.13; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

redress property means –


18 

GENERAL MATTERS

6: DEFINED TERMS

- (a) each cultural redress property; and
- (b) each commercial redress property for no consideration; 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 Rongowhakaata; or
 - (iii) any one or more of the whanau, hapu, or groups of individuals referred to in clause 9.5.2; 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 12 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:

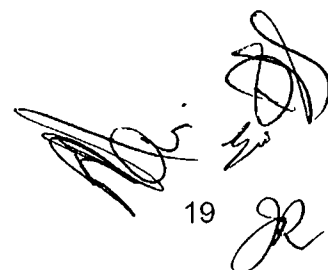
- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR deferred selection property has the meaning given to it in clause 7.19.2; 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 or KiwiRail; and

Rongowhakaata has the meaning given to it by clause 9.5; and



19

GENERAL MATTERS

6: DEFINED TERMS

Rongowhakaata Settlement Trust means the trust known by that name and established by a trust deed dated 19 September 2011 and signed by:

Tutekawa Wyllie, Gisborne, Manager:

William Stirling Te Aho, Hamilton, Manager:

Stanley Joseph Pardoe, Gisborne, Company Director:

Ronald Clifford Nepe, Gisborne, Chairperson of Te Runanga o Turanganui a Kiwa; 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 by the Crown to give effect to this deed; and

settlement documentation means this deed and the settlement legislation; and

settlement legislation –

(a) 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

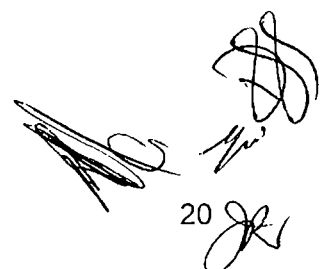
(b) includes an Act that also contains provisions resulting from the introduction of a bill to give effect to the historical claims of Ngai Tamanuhiri or Te Aitanga a Mahaki and Affiliates; and

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

statutory acknowledgement has the meaning given to it by section 12 of the draft settlement bill; and

taonga tuturu protocol means the taonga tuturu protocol in the documents schedule; and

tax includes income tax, GST, and gift duty; and



20

GENERAL MATTERS

6: DEFINED TERMS

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

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

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

Te Aitanga a Mahaki and Affiliates –

(a) means Te Pou a Haokai (that then became Te Whakarau); but

(b) if a deed of settlement of historical Treaty claims is entered into between the group of this name and the Crown, then Te Aitanga a Mahaki and Affiliates has the meaning given to it in that deed; and

Te Pou a Haokai has the meaning given to it in the agreement in principle; and

terms of negotiation means the terms of negotiation referred to in clause 1.15; and

transfer value 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

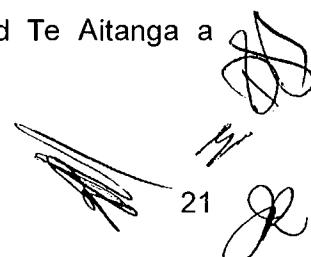
trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust means the trustees from time to time of that trust; and

trustees of the Rongowhakaata Settlement Trust means the trustees from time to time of that trust; and

Turanga conservation land means RFR land described as Turanga conservation land in the attachments; and

Turanga Manu Whiriwhiri means the negotiators that were appointed by the Rongowhakaata Claims Committee (including Te Uri o Te Kooti Rikirangi who themselves have the mandate of their people), Te Pou a Haokai Central Progression Team (comprising Te Whanau a Kai, Nga Ariki Kaiputahi and Te Aitanga a Mahaki all of whom themselves have the mandate of their people and Te Whanau a Rangiwakataetaea and Te Whanau a Wi Pere) and Ngai Tamanuhiri Whanui Charitable Trust, to negotiate the settlement of Turanganui a Kiwa historical claims; and

Turanganui a Kiwa means Rongowhakaata, Ngai Tamanuhiri and Te Aitanga a Mahaki and Affiliates; and

Handwritten signatures and initials, including a large signature at the top right, the number '14' in the middle, and another signature at the bottom right.




GENERAL MATTERS

6: DEFINED TERMS

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

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

 
22 

GENERAL MATTERS

7: INTERPRETATION

7 INTERPRETATION

- 7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 7.2 Headings do not affect the interpretation.
- 7.3 A term defined by –
- 7.3.1 this deed has the meaning given to it by this deed; and
 - 7.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as –
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
 - 7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.

GENERAL MATTERS

7: INTERPRETATION

- 7.11 A reference to –
- 7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and
 - 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
 - 7.11.3 a party includes a permitted successor of that party; and
 - 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown –
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
 - 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in –
- 7.14.1 the main body of this deed are referred to as clauses; and
 - 7.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and
 - 7.14.3 the documents in the documents schedule are referred to as clauses; and
 - 7.14.4 the draft settlement bill are referred to as sections.
- 7.15 If there is a conflict between a provision that is 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 are referred to in 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 not show their precise boundaries. The legal descriptions for cultural redress properties (except Opou Station) are shown in parts 1 and 2 of schedule 2 of the draft settlement bill.