

**TAPUIKA**  
**and**  
**TAPUIKA IWI AUTHORITY 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 proceeding is discontinued –
  - 1.1.1 by the settlement date; or
  - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
  - 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:
  - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:
  - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
    - (a) terminating a historical claim proceedings:
    - (b) giving further effect to this deed, including achieving –
      - (i) certainty in relation to a party's rights and/or obligations; and/or
      - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Tapuika or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Tapuika and the governance 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 less the on-account payment to the governance entity on the settlement date.
- 2.2 The interest is payable –
  - 2.2.1 for the period –
    - (a) beginning on the date of the agreement in principle; and
    - (b) ending on the day before the settlement date; and
  - 2.2.2 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 the transfer of the deferred selection property, a second right of purchase property, or RFR land under the settlement documentation:
  - 3.3.3 the governance entity's -
    - (a) use of Crown redress or an indemnity payment; or
    - (b) payment of costs, or any other amounts, in relation to Crown redress.

#### ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge -
- 3.4.1 the Crown redress is provided -

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- (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 the deferred selection property, a second right of purchase 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.

### 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

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### 3: TAX

3.6.2 neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, -

- (a) an input credit for GST purposes; or
- (b) a deduction for income tax purposes.

#### INDEMNITY DEMANDS

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

3.8 An indemnity demand –

3.8.1 may be made at any time after the settlement date; but

3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –

- (a) specified in an assessment; or
- (b) a date for the payment of provisional tax; or
- (c) otherwise determined; and

3.8.3 must be accompanied by -

- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

#### INDEMNITY PAYMENTS

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

3.9.1 the governance entity; or

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

3.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –

3.10.1 the due date for payment of the tax; or

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### **3: TAX**

3.10.2 the next business day after receiving the indemnity payment.

#### **REPAYMENT**

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

3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or

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

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

#### **RULINGS**

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

#### **CONTROL OF DISPUTES**

3.14 If the governance entity is entitled to an indemnity payment, the Crown may -

3.14.1 by notice to the governance entity, require it to -

(a) exercise a right to defer the payment of tax; and/or

(b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, -

(i) a tax assessment; and/or

(ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and

3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

#### **DEFINITIONS**

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



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### 3: TAX

**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 10 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property, the deferred selection property, or a second right of purchase 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 as provided -
    - (a) in paragraph 4.6; or
    - (b) if the recipient has given notice of a new address, in the most recent notice of a change of 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.

### **TIMING**

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered; or
  - 4.4.2 on the second day after posting, if posted.
- 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.

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### 4: NOTICE

#### ADDRESSES

4.6 The address of -

4.6.1 Tapuika and the governance entity is –

Tapuika Iwi Authority Trust  
PO Box 15  
**TE PUKE 3153**

4.6.2 the Crown is –

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

Facsimile No. 04 473 3482

## **5 MISCELLANEOUS**

### **AMENDMENTS**

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

### **ENTIRE AGREEMENT**

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

### **NO ASSIGNMENT OR WAIVER**

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.
- 5.4 Except as provided in this deed or a settlement document, a party –
- 5.4.1 may not transfer or assign its rights or obligations; and
  - 5.4.2 does not waive a right by–
    - (a) failing to exercise it; or
    - (b) delaying in exercising it; and
  - 5.4.3 is not precluded by a single or partial exercise of a right from exercising –
    - (a) that right again; or
    - (b) another right.

## 6 DEFINED TERMS

### 6.1 In this deed-

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

**agreement in principle** means the agreement in principle referred to in clause 1.7.2; 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

**commercial redress property** means each property described in part 3 of the property redress schedule and those SRPP properties described in part 5 if those SRPP properties become commercial redress properties under paragraph 7.8.1 of the property redress schedule; and

**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

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**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 relationship agreement** means the conservation relationship agreement in the documents schedule; and

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

(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

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

(i) to acquire the deferred selection property; and

(ii) to acquire a second right of purchase property; and

(iii) 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 the deferred selection property or a second right of purchase property or RFR land; or

(ii) the deferred selection property or a second right of purchase 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 5.122; or

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### 6: DEFINED TERMS

(b) the settlement legislation giving effect to any of those clauses; and

**cultural redress property** means each property described in schedule 8 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 property** means, if clause 6.8 applies, Puwhenua Forest; and

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

**Director-General of the Ministry for Primary Industries** has the same meaning as Chief Executive in section 2 of the Ministries of Agriculture & Forestry (Restructuring) Act 1997; and

**disclosed encumbrance**, in relation to each commercial redress property, purchased deferred selection property, and purchased second right of purchase property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

**disclosure information** has the meaning given to it by paragraph 1.2.2 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

**eligible member of Tapuika** means a member of Tapuika who on 12 October 2012 was -

(a) aged 18 years or over; and

(b) registered on the register of members of Tapuika kept by Tapuika Iwi Authority 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

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

**final effective date** means the date that is 20 business days after the date of the first reading by the House of Representatives of the last remaining bill to be introduced to the House of Representatives under this deed, the Ngāti Rangiwewehi settlement deed, and the Ngāti Ranginui settlement deed; and

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

- (a) clauses 6.1 to 6.14; or
- (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

**fisheries protocol** means the protocol to be issued by the Ministry for Primary Industries to the governance entity if the governance entity is recognised as a mandated iwi organisation (as defined in the Māori Fisheries Act 2004), and which will specify consultation principles on which the Ministry will engage with the governance entity; and

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

**governance entity** means the trustees for the time being of the Tapuika Iwi Authority Trust, in their capacity as trustees of the trust; and

**GST-**

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

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

**historical claims** has the meaning given to it by clauses 8.2 to 8.4; and

**income tax** means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

**indemnity demand** means a demand made by the governance entity to the Crown under part 3 of this schedule for an indemnity payment; and



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**indemnity payment** means a payment made by the Crown under part 3 of this schedule; and

**land holding agency**, in relation to, -

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

(i) Land Information New Zealand, in relation to Otahu Pā;

(ii) Office of Treaty Settlements, in relation to Otukawa; and

(iii) Department of Conservation, in relation to all other cultural redress properties;

(b) in relation to a commercial redress property or second right of purchase property, means the department specified opposite that property in part 3 or part 5, as the case may be, of the property redress schedule; and

**Lease** means the lease dated 19 September 1978 registered at Land Information New Zealand under instrument H773890; and

**letters of introduction** means each letter of introduction in the documents schedule; and

**letter of recognition** means a letter of recognition that outlines the matters described in clause 5.117 to be issued by the Director-General of the Ministry for Primary Industries; 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 negotiators** means the individuals identified as the mandated negotiators by clause 8.7.1; and

**mandated signatories** means the individuals identified as the mandated signatories by clause 8.7.2; and

**member of Tapuika** means an individual referred to in clause 8.5.1; and

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

**month** means a calendar month; and

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

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

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**Ngā Hapū o Ngāti Ranginui Settlement Trust**, is the governance entity under the Ngāti Ranginui settlement deed; and

**Ngāti Pūkenga governance entity** means the post settlement governance entity to be established under the Ngāti Pūkenga settlement deed; and

**Ngāti Pūkenga settlement deed** means the deed between Ngāti Pūkenga and the Crown settling the historical claims of Ngāti Pūkenga; and

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

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

**Ngāti Ranginui settlement date** means the settlement date under the Ngāti Ranginui settlement deed; and

**Ngāti Ranginui settlement deed** means the deed dated 21 June 2012 between Ngā Hapū o Ngāti Ranginui, the Ngāti Ranginui governance entity and the Crown that settles the historical claims of Ngāti Ranginui; and

**Ngāti Rangiwewehi settlement date** means the settlement date under the Ngāti Rangiwewehi settlement deed; and

**Ngāti Rangiwewehi settlement deed** means the deed dated 16 December 2012 between Ngāti Rangiwewehi, Te Tahuhu o Tawakeheimoa and the Crown; and

**Ngāti Whakaue entity** means the post settlement governance entity to be established to receive settlement assets on behalf of Ngāti Whakaue; 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

**NZTA** means New Zealand Transport Agency, being a crown agent constituted under the Crown Entities Act 2004; and

**on-account payment** means the amount paid by the Crown on account of the settlement referred to in clause 6.1.1; and

**Ōtara Scenic Reserve** means 5.0050 hectares, more or less, being sections 1 and 2 of SO 45079 Part Proclamation 10017; and

**party** means each of the following:

- (a) Tapuika;
- (b) the governance entity;

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(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 5.106 and the settlement legislation; and

**purchased deferred selection property** means the deferred selection property in relation to which the governance entity and the Crown are to be treated under paragraph 6.8 of the property redress schedule as having entered into an agreement for its sale and purchase; and

**purchased second right of purchase property** means each second right of purchase property in relation to which the governance entity and the Crown are to be treated under paragraph 7.8.2 of the property redress schedule as having entered into an agreement for its sale and purchase; and

**Puwhenua Forest** means the commercial redress property described by that name in part 3 of the property redress schedule; and

**redress** means -

(a) the acknowledgements and the apology made by the Crown under clauses 3.1 to 3.11; and

(b) the cultural redress; and

(c) the financial and commercial redress; and

**redress property** means -

(a) each cultural redress property; and

(a) each commercial redress property; and

**relevant consent authority** for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area; and

**representative entity** means -

(a) the governance entity; and

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

(i) the collective group referred to in clause 8.5.1; or

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- (ii) any one or more members of Tapuika; or
- (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.5.2; 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 211 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 or NZTA; and

**RRT joint entity** means the limited liability company referred to in clause 6.5.1, or in paragraphs 6.2 and 6.3 of the property redress schedule; and

**schedules** means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents schedule; and

**second right to purchase property** means each property described in part 5 of the property redress schedule; and

**settlement** means the settlement of the historical claims under this deed and the settlement legislation; and

**settlement assets** means the assets to be provided to the Ngāti Whakaue governance entity pursuant to a deed of settlement entered into by the Crown and Ngāti Whakaue; and

**settlement date** means the date defined in the draft settlement bill; 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

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**settlement legislation** means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 7.1 is passed, the resulting Act; and

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

**statement of Tapuika values or values of Tapuika** means, in relation to Opoutihi site, the statement -

- (a) made by Tapuika 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 2 of the documents schedule at the settlement date; and

**statutory acknowledgment** has the meaning given to it by section 218 of the draft settlement bill; and

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

**Tapuika Iwi Authority Trust** means the trust known by that name and established by a trust deed dated 15 December 2012 and signed by:

- (a) Carol Biel, Te Puke, Coordinator Services for the Elderly, Ngā Kakano Foundation; and
- (b) Melanie Biel, Te Puke, Process Worker Affco Rangiora; and
- (c) Dean Flavell, Te Puke, Pou Arahi, Cultural Heritage Manager, Tauranga City Council; and
- (d) Vincent Kihirini, Te Puke, Chief Executive Ngā Kakano Foundation; and
- (e) Nuaia Kokiri, Te Puke, Retired; and
- (f) Ateremu McNeill, Christchurch, IT Consultant; and
- (g) Dr Hinematau McNeill, Auckland, Associate Dean, Auckland University of Technology; and
- (h) John Pini, Tauranga, Process Worker Sandford Ltd; and
- (i) Geoff Rice, Rotorua, Company Director; and
- (j) Te Hira Roberts, Te Puke, Coordinator Mental Health Early Intervention Service, Ngā Kakano Foundation; and
- (k) Teia Williams, Te Puke, Orchardist; and

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**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

**Te Kapu o Waitaha** is the governance entity under the Waitaha deed of settlement; and

**Te Matai Forest (North)** means the commercial redress property described by that name in part 3 of the property redress schedule; and

**Te Matai Forest (South)** means the commercial redress property described by that name in part 3 of the property redress schedule; and

**Te Tahuhu o Tawakeheimoa Trust** is the governance entity under the Ngāti Rangiwewehi settlement deed; 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 1.7.1; and

**transfer value** –

(a) means, in relation to a commercial redress property, the transfer value provided in part 3 of the property redress schedule in relation to that property; and

(b) in relation to Puwhenua Forest, is 55% of the total value attributed to that forest; 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 Tapuika Iwi Authority Trust** means the trustees from time to time of that trust; and

**unlicensed land** means the land described in part 3 of the property redress schedule as unlicensed land; and

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

**Waitangi Tribunal** means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; and

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### **6: DEFINED TERMS**

**Waitaha** has the meaning given to it in clause 8.8 of the Waitaha deed of settlement; and

**Waitaha settlement legislation** means legislation settling the historical claims of Waitaha; and

**Waitaha settlement deed** means the deed of settlement between Waitaha and the Crown settling the historical claims of Waitaha; and

**Whenua Rahui** has the meaning set out in clauses 5.94 to 5.95; 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 Whenua Rahui and the statutory acknowledgement indicate the general location of the relevant site but not its 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

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### **7: INTERPRETATION**

and do not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in schedule 8 of the draft settlement bill.