

**TARANAKI IWI**

**and**

**TE KĀHUI O TARANAKI TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS**

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**1. STATEMENT OF ASSOCIATION**

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**1.1 STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

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**1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

The statements of association of Taranaki Iwi are set out below. These are statements of Taranaki Iwi's particular cultural, spiritual, historical and traditional association with identified areas.

**COASTAL MARINE AREA**

Statutory Area	Location
Taranaki Iwi coastal marine area	as shown on deed plan OTS-053-55

The following statement of association by Taranaki Iwi applies to the above statutory area.

Taranaki Iwi exercise mana whenua and mana moana from Paritutu in the north around the western coast of Taranaki Maunga to Rāwa o Turi stream in the south and from these boundary points out to the outer extent of the exclusive economic zone.

The traditions of Taranaki Iwi illustrate the ancestral, cultural, historical and spiritual association of Taranaki Iwi to the coastal marine area within the Taranaki Iwi rohe ("**Coastal Marine Area**"). The seas that bound the Coastal Marine Area are known by Taranaki Iwi as Ngā Tai a Kupe (the shores and tides of Kupe). The coastal lands that incline into the sea are of high importance to Taranaki Iwi and contain kainga (villages), pā (fortified villages), pūkawa (reefs) for the gathering of mātaītai (seafood), tauranga waka or awa waka (boat channels), tauranga ika (fishing grounds) and mouri kōhatu (stone imbued with spiritual significance). The importance of these areas reinforces the Taranaki Iwi tribal identity and provides a continuous connection between those Taranaki Iwi ancestors that occupied and utilised these areas.

Prior to the proclamation and enforcement of the confiscation of lands within the Taranaki Iwi rohe (area of interest), Taranaki Iwi hapū occupied, cultivated, fished, harvested and gathered mataītai in the Coastal Marine Area. The entire shoreline from Paritūtū to the Rāwa o Turi was critical to daily life such as fishing, food gathering, cultivations and ceremonies. The sea and coastal reefs provided a staple food source with fertile volcanic soils providing excellent growing conditions for large community cultivations. Food preparation and harvesting was ultimately dependant on the lunar calendar that controlled tides and other environmental conditions, but the best times for gathering and harvesting are known by Taranaki Iwi as Ngā Tai o Mākiri (the tides of Mākiri). These generally occur in March and September.

The small boulder reefs are possibly one of the most unique features of the Taranaki Iwi coastline providing special habitat for all matters of marine life. Resources found along the extent of the coastline of Ngā Tai a Kupe provide Taranaki Iwi with a constant supply of food. The reefs provide pāua (abalone), kina (sea urchin), kōura (crayfish), kūkū (mussels), pūpū (mollusc), ngākihi (limpets), pāpaka (crab), toretore (sea anemone) and many other reef species, while tāmure (snapper), kahawai, pātiki (flounder), mako (shark) and other fish are also caught along the coastline in nets and on fishing lines.

Also evident in the reefs are the monolithic tauranga waka or awa waka where large boulders were moved aside by hand to create channels in the reef. These provided access to offshore fishing grounds and prevented boats from being smashed onto rocks by the heavy surf. Large kāinga were also built around the tauranga waka providing Taranaki Iwi hapū with the infrastructure for efficient fishing operations. Whenever possible, fishing nets were also set in the tauranga waka. Fishing also took the form of separate, smaller pool like structures, or tauranga ika. They were baited and had a small opening on the seaward end of the structure

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1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS

to attract fish. On an incoming tide fish would enter the pools to feed and would then be chased out to be caught by a net placed over the small entranceway.

Taranaki Iwi oral traditions recount that in former times, the extent of large boulder reefs in the central part of Taranaki Iwi was much larger than those seen today. The large sandy areas in the central part of the Taranaki Iwi rohe is an occurrence attributed to Mangohuruhuru. Mangohuruhuru was from the South Island and was brought here by Taranaki Iwi rangatira Pōtikiroa and his wife Puna-te-rito, who was Mangohuruhuru's daughter. Mangohuruhuru settled on the coastal strip between Tipoka and Wairua and built a house there called Te Tapere o Tūtahi. However, the large rocky Taranaki coastline was foreign to him and he longed for the widespread sandy beaches of his homeland. He warned Taranaki Iwi and told them he was calling the sands of Tangaroa. This phenomenon came as a large tsunami and totally buried Mangohuruhuru and his kainga. His final words to Taranaki Iwi were:

*'ka oti taku koha ki a koutou e ngā iwi nei, ko ahau anō hei papa mō taku mahi,  
hei papa anō hoki mō koutou - This will be my parting gift for you all, that it will  
come at the cost of my life, but will provide a future foundation'<sup>1</sup>*

The sands brought by Mangohuruhuru continue to provide excellent growing conditions for many of the low lying seaside kāinga within the central part of the Taranaki Iwi rohe.

The Coastal Marine Area was also the main highway for many Taranaki Iwi uri (descendants) when travelling between communities, as most of the coastal lands were free of the thick bush found a little higher towards the mountain. Coastal boundary stones and mouri kōhatu are another unique cultural feature within the Taranaki Iwi rohe and they form a highly distinctive group, not commonly found elsewhere in the country. Many of these were invariably carved with petroglyphs in spiral form and were often located in accessible areas, within pā earthworks and open country. However, most of them were nestled in the reef on the seashore alongside tauranga waka, tauranga ika, pūkāwa, pūaha (river mouths) and below or adjacent to well-known pā sites.

Tahu and Turi the twin kaitiaki (guardians) mark the mouth of the Tapuae River<sup>2</sup>, Te Pou o Tamaahua in Ōākura, Te Toka a Rauhoto (originally located a little inland on the south side Hangātāhua River mouth) Opu Opu (also a tauranga waka and tauranga ika) in the bay off Te Whanganui Reserve, Kaimaora, Tuha, Tokaroa and Omanu in the reefs at Rahotū and Matirawhati the stone boundary marker between Ngāti Haua (a hapū of Ngāruahine) and Taranaki Iwi on the reef of the Rāwa o Turi river mouth. These mouri kōhatu continue to be revered by Taranaki Iwi hapū.

Although access to many areas along the Coastal Marine Area was discontinued as a consequence of confiscation, Taranaki Iwi have continued to exercise custodianship over those areas accessible to Taranaki Iwi. Many Taranaki Iwi hapū have imposed rāhui (temporary restrictions) over sites, restricting the taking of kūkū, kina, pāua and other mātaītai. Proper and sustainable management of the Coastal Marine Area has always been at the heart of the relationship between Taranaki Iwi and the Taranaki Iwi coastline.

The names of some of the Taranaki Iwi Coastal Marine Area sites of significance such as pūkawa, tauranga ika and tauranga waka are listed in Appendix A.

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<sup>1</sup> Te Kahui Kararehe unpublished manuscript

<sup>2</sup> George, Simon. 2012, *Sites and Rohe of Historical Significance to Taranaki Iwi*. Unpublished paper

**TARANAKI IWI DEED OF SETTLEMENT:  
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**1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

**APPENDIX A**

**COASTAL MARINE AREA SITES OF SIGNIFICANCE**

<b>FROM PARITUTU TO THE ŌĀKURA RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Paritūtū	He maunga (mountain)	Te Ātiawa
Motu-o-Tamatea	He moutere (island)	Te Ātiawa
Tokatapu	He moutere	Te Ātiawa
Koruanga	He moutere	Te Ātiawa
Waikaranga	He moutere	Te Ātiawa
Tokamapuna	He moutere	Te Ātiawa
Motumahanga	He moutere	Te Ātiawa
Moturoa	He moutere	Te Ātiawa
Mataora	He moutere	Te Ātiawa
Pararaki	He moutere	Te Ātiawa
Ōnukutaipari	He oneroa (long stretch of beach)	Te Ātiawa
Te Parapara	He urupā/ He onepū (burial ground/sandy dune)	
Waiorotoki (Waiorotoki)	He pūkāwa (reef)	
Papataniwha	He pūkāwa	
Ōmata	He pūkāwa / He kāinga (reef / village)	
Tokatapu	He pūkāwa	
Kapowairua	He pūkāwa	
Te Papahineroa	He pūkāwa	
Omuna	He pā (fortified village)	
Haurangi	He kāinga	
Ōtete	He pā	
Huataua	He kāinga	
Rangiuru	He kāinga	
Paerewa	He kāinga	
Ngātokatūrua	He pūkāwa	
Te Arawaire	He pūkāwa	
Wāhitere	He pūkāwa	
Tarakatea	He pūkāwa	
Kāwhiaiti	He pā / He kāinga	
Te Awahahae	He pā	

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<b>FROM PARITUTU TO THE ŌĀKURA RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Tauwhare	He pūkāwa	
Kereata	He pūkāwa	
Ko Hinetaupea	He pūkāwa	
Kekeorangi	He pā	
Waikukakuka	He tauranga waka (boat channel)	
Ōmuna	He pā	
Tokataratara	He pūkāwa	
Te Kahakaha	He kāinga	
Oruarire	He pūkāwa	

<b>FROM THE ŌĀKURA RIVER TO HANGATAHUA RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Okorotua	He kāinga/ He pā	
Te Ruatahi	He oneroa	
Te Patunga	He oneroa	
Te Ahu a Tama	He oneroa	
Ahipaka	He kāinga	
Pukeariki	He kāinga	
Te Ruaatumanu	He pūkāwa	
Oau	He pā/ He kāinga	
Hāhāwai	He kāinga	
Ōraukawa	He pūkāwa	
Te Pangaterangi	He kāinga	
Tūrakitoa	He kāinga	
Hauranga	He pā	
Ūpoko ngāruru	He kāinga / He pūkāwa	
Te Wahanga	He pūkāwa	
Te Mutu	He pūkāwa	
Poatamakino	He pūkāwa	
Te Rapa	He pūkāwa	
Kaipāpaka	He pūkāwa	



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<b>FROM THE ŌĀKURA RIVER TO HANGATAHUA RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Te Waiho	He pūkāwa	
Kohoki	He pūkāwa	
Tarare	He pūkāwa	
Puketahu	He pūkāwa	
Pirirata	He pūkāwa	
Rataua	He kāinga	
Moanatairi	He kāinga / He māra (village / garden)	
Pukehou	He kāinga / He māra	
Tataraimaka	He pā/ tauranga waka	
Haurapari	He kāinga	
Puketehe	He kāinga / He māra	
Kaiwekaweka	He pūkāwa	
Tukitukipapa	He pā	
Maitahi	He kāinga / he tauranga waka / he pūkāwa	
Takaipakea	He kāinga	
Waikoukou	He kāinga	
Te Raroa	He kāinga	
Tiroa	He kāinga	
Huakiremu	He kāinga	
Piritakini	He kāinga	
Parawaha	He pa/ He kāinga / He urupā	
Kaihihi	He kāinga	
Puketarata	He kāinga	
Mounu Kahawai	He pā	
Totoaro	He huhī/ He repo (swamp/ marsh)	
Whareatea	He pā / He kāinga / He tauranga waka	

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<b>HANGATAHUA RIVER TO KAPOAIAIA RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Whakapohau	He onepū	
Ngātokamaomao	He tauranga waka	
Mokotunu	He kāinga / He tauranga waka / He urupā / He pūkāwa	
Taihua	He kāinga / He tauranga waka / He urupā / He pūkāwa	
Kaihamu	He kāinga	
Wareware	He kāinga	
Tuiraho	He kāinga / He tauranga waka / He urupā / He pūkāwa	
Warea Redoubt/Bradys Grave	He urupā	
Warea	He kāinga	
Tarakihi	He kāinga / He tauranga waka	
Te Whanganui	He kāinga	
Te Opuopu	He tauranga waka / He tauranga ika / He tokatūmoana	
Te Putatuapō	He kāinga / He pūkāwa	
Waikauri	He Tauranga ika	
Ihutangi	He kāinga / He pūkāwa	
Okawa	He kāinga / He pūkāwa	
ikaroa	He kāinga / He pūkāwa	
Te Mapua / Te Awaatuteangi	He tauranga waka / He Tauranga ika	

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**1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

<b>KAPOAIAIA RIVER TO MOUTOTI RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Mataurukuhia	He kāinga / He pūkāwa	
Te Awa Akuaku	He tauranga waka	
Ko Manu	He tokatūmoana (rock of significance)	
Tipoka	He kāinga / He tauranga waka /He māra	
Tokaroa	He tauranga waka /He pūkāwa	
Waitaha	He kāinga / He pūkāwa	
Wairua (Wairuanguana)	He kāinga / He pūkāwa	
Ōtūkorewa	He kāinga	
Kaimaora	He pūkāwa	
Otamaariki	He pūkāwa	
Aratetarai	He kāinga	
Opoe	He pūkāwa	
Urupiki	He pūkāwa	
Tokapiko	He whanga / He pūkāwa	
Owhae	He pūkāwa	
Pukerimu	He kāinga	
Papanui	He pūkāwa	
Okopiri (Okopere)	He kāinga	
Kapukapu	He pūkāwa	
Okahu	He pūkāwa	
Kairoa	He urupā	
Matawhero	He whanga/ He pūkāwa (bay / reef)	
Orapa	He pūkāwa	
Taupata	He pūkāwa	
Patarakini	He pūkāwa	
Opokere	He pūkāwa	
Oraukawa	He kāinga / He tauranga waka / He pūkāwa	
Ōtūwhenua	He kāinga	
Te Kuta	He pūkāwa	
Awawaroa	He pūkāwa	
Tangihāpu	He pūkāwa	

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<b>KAPOAIAIA RIVER TO MOUTOTI RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Te Karangi	He pūkāwa	
Paparoa	He urupā	

<b>MOUTOTI RIVER TO RĀWA O TURI RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Moutoti	He tauranga waka	
Pukawa	He pūkāwa	
Waitakiato	He kāinga / He tauranga waka	
Ōtūparaharore	He pūkāwa	
Pukeariki	He kāinga	
Kaiaho	He rua taniwha (taniwha lair)	
Ngāmotu	He pūkāwa	
Te Tuahu	He urupā	
Waiwiri	He tauranga waka / He pūkāwa	
Arawhata	He tauranga waka / He pūkāwa	
Otahi (Te Namu)	He tauranga waka / He pūkāwa	
Taura harakeke	He tauranga waka	
Te Namu Iti	He pā / He kāinga	
Te Namu	He pā / He urupā	
Te Moua	He kāinga	
Tūkapo	He kāinga	
Taumatakahawai	He pūkāwa / He pā	
Tukutukumanu	He kāinga	
Matakaha	He pā / He kāinga	
Pukekohatu	He pā / He kāinga / He pūkāwa	
Mangahume	He pūkāwa	
Waiteika	He pūkāwa	
Hingaimotu	He kāinga	
Mātaikahawai	He pā / He kāinga	
Kororanui	He roto (lake)	Ngāruahine
Oruapea	He kāinga	Ngāruahine

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<b>MOUOTI RIVER TO RĀWA O TURI RIVER</b>		
<b>NAME OF SITE</b>	<b>CLASSIFICATION</b>	<b>IWI INTERESTS</b>
Pūhara te rangi	He pā	Ngāruahine
Watino	He kāinga	Ngāruahine
Papaka (Papakakatiro)	He pā / He kāinga	Ngāruahine
Ōtūmatua	He pā / He kāinga / He pūkāwa	Ngāruahine
Puketapu	He pūkāwa	Ngāruahine
Mangamaire	He pā / He kāinga	Ngāruahine
Kawatapu	He kāinga / He pā	Ngāruahine
Mataawa (Mataaho)	He pā	Ngāruahine
Te Pou o Matirawhati	He tokatūmoana	Ngāruahine

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**WATERWAYS**

Statutory Area	Location
Mangawarawara Stream Marginal Strip	(as shown on deed plan OTS-053-48)
Waiweranui Stream Marginal Strip	(as shown on deed plan OTS-053-56)
Tapuae Stream Marginal Strip	(as shown on deed plan OTS-053-54)
Pungarehu Marginal Strip	(as shown on deed plan OTS-053-52)
Otahi Stream No. 1 Marginal Strip	(as shown on deed plan OTS-053-49)
Otahi Stream No. 2 Marginal Strip	(as shown on deed plan OTS-053-50)
Heimama Stream Gravel Local Purpose Reserve	(as shown on deed plan OTS-053-46)
Ouri Stream Marginal Strip	(as shown on deed plan OTS-053-51)
Mangahume Stream Conservation Area	(as shown on deed plan OTS-053-47)
Waiongana Stream and its tributaries	(as shown on deed plan OTS-053-43)
Ngatoronui Stream and its tributaries	(as shown on deed plan OTS-053-34)
Oakura River and its tributaries	(as shown on deed plan OTS-053-35)
Warea River (Te Ikaparua) and its tributaries	(as shown on deed plan OTS-053-45)
Kapoaiaia Stream and its tributaries	(as shown on deed plan OTS-053-32)
Otahi Stream and its tributaries	(as shown on deed plan OTS-053-37)
Pungaereere Stream and its tributaries	(as shown on deed plan OTS-053-40)
Waihua River and its tributaries	(as shown on deed plan OTS-053-42)
Mangahume Stream and its tributaries	(as shown on deed plan OTS-053-33)
Waiteika Stream and its tributaries	(as shown on deed plan OTS-053-44)
Taungatara Stream and its tributaries	(as shown on deed plan OTS-053-41)
Punehu Stream and its tributaries	(as shown on deed plan OTS-053-39)
Ouri Stream and its tributaries	(as shown on deed plan OTS-053-38)
Oeo Stream and its tributaries	(as shown on deed plan OTS-053-36)

The following statement of association by Taranaki Iwi applies to the above statutory areas.

Taranaki Iwi exercise mana whenua and mana moana from Paritūtū in the north around the western coast of Taranaki Maunga to Rawa o Turi stream in the south and from these boundary points out to the outer extent of the exclusive economic zone.

The traditions of Taranaki Iwi confirm the ancestral, cultural, historical and spiritual importance of the waterways to Taranaki Iwi within the Taranaki Iwi rohe. The rivers and tributaries that bound and flow through the Taranaki Iwi rohe (area of interest) are of high importance to Taranaki Iwi, as many of them flow directly from Taranaki Maunga. These waterways contain adjacent kāinga (villages), pā (fortified villages), important sites for the gathering of kai (food), tauranga ika (fishing areas) and mouri kōhatu (stones imbued with spiritual significance). The importance of these waterways reinforces the Taranaki Iwi tribal identity and provides a

**1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

continuous connection between those ancestors that occupied and utilised these areas and their many deeds.

Waterways, rivers and streams within the Taranaki Iwi rohe were and continue to be vital to the well-being, livelihood and lifestyle of Taranaki Iwi communities. As kaitiaki (guardians), Taranaki Iwi closely monitored their health and water quality to ensure there was an abundant source of food, materials and other resources to sustain their livelihoods. A diverse range of food sources, such as piharau (lamprey eel), tuna (eel), kōkopu (native trout), inanga (whitebait), kōaro (small spotted freshwater fish) and kōura (freshwater crayfish) were a staple harvest with large numbers of kahawai and pātiki (flounder) also caught on the river mouths along the Taranaki Iwi coastline. Although access to many of the age old fishing spots for piharau has become a challenge, many are still caught in the months of June, July and August by Taranaki Iwi families.

Relatively high rainfall up on the mountain quickly drains through these river systems, contributing to high water flows and the swift clearance of excessive sedimentation. This has resulted in, clean, clear water accessible to generations of Taranaki Iwi. The river courses, waterfalls and pools were also ceremonial sites used for baptism and other forms of consecration including tohi (child dedication ceremony), pure (tapu removal ceremony) and hahunga (exhumation ceremony). The practice of hahunga involved the scraping and cleansing of bones after being laid on a whata (stage), or suspended from trees to allow for the decomposition of the flesh from the body. The bones were then painted with kōkōwai (red ochre) wrapped and interred in caves, some of these were on the banks of rivers on the plains while others were high up on the mountain. The natural resources along the edges of the rivers and large swamp systems commonly provided materials for everyday community life, waka (boats), housing, construction, medicine, food and clothing. Large deposits of kōkōwai were also abundant in the river beds higher up on the mountain. Te Ahititī was a famous kōkōwai deposit located along the banks of the Hangatāhua River with other known sites on the Kaitake range and Waiwhakaiho River valley above Karakatonga Pā. These sites were fiercely guarded by Taranaki Iwi.

The waterways within the Taranaki Iwi rohe also traditionally provided the best access routes to inland cultivations and village sites further up on the mountain and the ranges. Some of these routes became celebrated and were conferred names that confirmed the importance of the places they led to. Te Arakaipaka was a route that followed the Pitoone, Timaru and Waiorehu streams up onto various sites on the Kaitake and Pouākai ranges. Tararua was another route that followed the Whenuariki Stream to Te Iringa, Pirongia, Pukeiti and Te Kōhatu on the Kaitake range. The Hangatāhua River was also a key route up onto the Ahukawakawa swamp basin. The Kapoiaia River also provided a pathway for Taranaki Iwi hapū, Ngāti Haupoto. This began at Pukehāmoamo (close to the Cape Lighthouse on the sea coast) and went to Te Umupua, Orokotehe, Te Ahitahutahu, Ongaonga and onto the Ahukawakawa Swamp<sup>3</sup> where a whare was situated. The Ōkahu River was another well-known route to Te Apiti and onto Te Maru, a fortified pā high up on Taranaki Maunga. Te Maru Pā had extensive cultivations and satellite kāinga before it was attacked by Ngāpuhi and Waikato war parties in the early 1800s.

The Waitotoroa River takes its name from the siege of Te Maru Pā by Waikato and Ngāpuhi in 1820. Taranaki Iwi suffered significant loss of life during the siege and many Taranaki Iwi people were taken away by Waikato and Ngāpuhi as slaves. The name commemorates both this event and the large number of people who perished as a result. The river is also of extreme importance to Taranaki Iwi and the community of Parihaka as it runs through the

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<sup>3</sup> Te Kahui Kararehe, unpublished manuscript

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

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**1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

heart of Parihaka Pā and is often quoted and referenced in many Parihaka and Taranaki Iwi waiata and whakataukītanga kōrero (aphorisms).

Taniwha also protected many of the rivers and waterways along the Taranaki Iwi coast. Te Rongorangiataiki was resident along the Ōākura River<sup>4</sup> along with the famed taniwha Tuiiau of Matanehunehu, who was said to have caused a fishing tragedy at Mokotunu in the late 1800s. There was also Te Haiata, the taniwha who resided at Ngauhe, and Kaiaho on the Pungaereere and Ōāoiti streams. He would move from these two places from time to time to protect the people and the rivers. Taniwha are still revered by many Taranaki Iwi families and form the basis of tikanga (practices) for which the sustainable harvesting and gathering of food for Taranaki Iwi continues today.

The names of significant waterways within the Taranaki Iwi rohe are listed in Appendix B.

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<sup>4</sup> George, Simon. 2012, *Sites and Rohe of Historical Significance to Taranaki Iwi*. Unpublished paper.



**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

**1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

**APPENDIX B**

**TARANAKI IWI WATERWAYS**

<b>WATERWAY</b>	<b>MAIN TRIBUTARIES</b>	<b>IWI INTERESTS</b>
Herekawe Stream and its tributaries	Mangahererangi Stream	Te Ātiawa
Te Hēnui Stream ( <i>Headwaters and Upper Reaches</i> )	Pukekotahuna Stream	Te Ātiawa
Huatoki Stream ( <i>Headwaters and Upper Reaches</i> )		Te Ātiawa
Mangorei Stream ( <i>Headwaters and Upper Reaches</i> )	Taruawakanga Stream Korito Stream Mangakarewarewa Stream	Te Ātiawa
Mangamahoe Stream ( <i>Headwaters and Upper Reaches</i> )		Te Ātiawa
Waiwhakaiho River ( <i>Headwaters and Upper Reaches</i> )	Mangakōtukutuku Stream Mangawarawara Stream Kokowai Stream Karakatonga Stream	Te Ātiawa
Waiongana River ( <i>Headwaters and Upper Reaches</i> )	Waionganaiti Stream	Te Ātiawa
Ngātoro Stream ( <i>Headwaters and Upper Reaches</i> )		Te Ātiawa
Ngātoronui Stream ( <i>Headwaters and Upper Reaches</i> )		Te Ātiawa
Piakau Stream ( <i>Headwaters and Upper Reaches</i> )		Te Ātiawa
Little Maketawa Stream ( <i>Headwaters and Upper Reaches</i> )		Te Ātiawa
Maketawa Stream ( <i>Headwaters and Upper reaches</i> )		Te Ātiawa
Mangamāwhete Stream ( <i>Headwaters and Upper Reaches</i> )		Te Ātiawa
Waipuku Stream ( <i>Headwaters and Upper Reaches</i> )		Te Ātiawa
Waireka Stream and its tributaries	Wairere Stream Pirongia Stream	Te Ātiawa
Ōkurukuru Stream and its tributaries	Paopaohoanui Stream Ngākara Stream	
Tapuae Stream and its tributaries	Ōraukawa Stream	
Ōākura River and its tributaries	Momona Stream Kiri Stream	

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

**1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

<b>WATERWAY</b>	<b>MAIN TRIBUTARIES</b>	<b>IWI INTERESTS</b>
Wairau Stream and its tributaries		
Waimoku Stream and its tributaries		
Ōtūpoto Stream and its tributaries		
Whenuariki Stream and its tributaries		
Timaru Stream and its tributaries		
Pitoone Stream and its tributaries		
Waiaua Stream		
Hurumangu Stream and its tributaries		
Katikara Stream and its tributaries		
Maitahi Stream and its tributaries	Moakura Stream	
Waikoukou Stream and its tributaries	Mangakino Stream	
Kaihihi Stream and its tributaries	Waihi Stream Horomanga Stream	
Hangatahua (Stoney) River and its tributaries	Waikirikiri Stream	
Werekino Stream and its tributaries	Waitetarata Stream Otaipane Stream Waitapuae Stream	
Matanehunehu Stream and its tributaries		
Waiorongomai Stream and its tributaries		
Pūremunui Stream		
Waiweranui Stream and its tributaries		
Te Ikaparua (Warea) River and its tributaries	Whanganui Stream Mangaone Stream Waitekaure Stream Te Mahau Stream Oneroa Stream	
Kapoaiaia Stream and its tributaries	Wairere Stream Waiohau Stream	
Otahi Stream and its tributaries	Moukoro Stream	
Waitotoroa Stream and its tributaries	Waiare(Waiari) Stream Pehu Stream	
Waitaha Stream and its tributaries		
Pungaereere Stream and its tributaries	Rautini Stream	
Okahu Stream and its tributaries		
Manganui Stream		
Ōtūwhenua Stream		

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

**1.1: STATEMENT OF ASSOCIATION - COASTAL MARINE AREA AND WATERWAYS**

<b>WATERWAY</b>	<b>MAIN TRIBUTARIES</b>	<b>IWI INTERESTS</b>
Tangihāpū Stream		
Moutoti Stream and its tributaries	Maungahoki Stream Waitakiato Stream	
Ōaoiti Stream and its tributaries		
Ōaonui Stream and its tributaries	Maunganui Stream Teikiwanui Stream Ngapirau Stream	
Arawhata Stream		
Ōkaweu Stream and its tributaries	Mouhanga Stream Waikārewarewa Stream Waiāniwaniwa Stream	
Heimama Stream and its tributaries	Mangamutu Stream	
Otahi Stream and its tributaries		
Hihiwera Stream and its tributaries		
Waiaua River and its tributaries	Otaki Stream Waipapa Stream	
Mangahume Stream and its tributaries		
Waiteika Stream and its tributaries	Ngārika Stream Te Waka Stream	
Taungātara Stream and its tributaries	Rāhuitoetoe Stream	Ngāruahine
Pūnehu Stream and its tributaries	Mangatawa Stream	Ngāruahine
Ōuri Stream and its tributaries	Waipaepaeiti Stream	Ngāruahine
Oeo Stream and its tributaries	Mangatoromiro Stream Waihi Stream	Ngāruahine
Wahamoko Stream and its tributaries	Waimate Stream	Ngāruahine
Rāwa o Turi Stream and its tributaries		Ngāruahine

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**1.2 STATEMENT OF ASSOCIATION - RATAPIHIPIHI SCENIC RESERVE**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

**1.2: STATEMENT OF ASSOCIATION - RATAPIHIPIHI SCENIC RESERVE**

Statutory Area	Location
Ratapihipihi Scenic Reserve	(as shown on deed plan OTS-053-53)

Ratapihipihi area is of cultural, historical and spiritual significance to Taranaki Iwi. Ratapihipihi takes its name from the extent of the growth of Rata in and around the area in former times. The domain reserve and surrounding area includes the following sites of significance: Ratapihipihi kāinga / pā, Te Rangihinga, Ongaruru, Rotokare, Kororako pā and Kaikākāriki. These pā and kāinga were widely occupied by Taranaki Iwi and sections of Te Ātiawa.

In 1847, the wider Ratapihipihi area was designated one of two native reserves during the purchase of the Ōmata Block (4856 hectares) on 30th August 1847.<sup>5</sup> As a designated Native Reserve (371 acres), Ratapihipihi then became the home of many Potikitaua and Ngāti Tairi people following their relocation from the seaside kāinga of Ōmata. Many people lived for a time at Ratapihipihi pā / kāinga located south west of the current Rotokare Lagoon. Subsequently, Ratapihipihi became a prominent village and settlement up until the 1860s when Crown and Māori conflict began and, on 4 September 1860, a powerful military, naval and militia force started out from New Plymouth under the command of Major-General Pratt and attacked the kāinga.<sup>6</sup> The pā and surrounding cultivations were levelled and razed by fire.

In June 1872, Ihaia Porutu, Rōpata Ngārōngomate, Henare Piti Porutu and Wiremu Rangiawhio received a Crown Grant under the Native Reserves Act 1856 for 140 acres 1 rood 38 perches, being part Native Reserve No 5, Ratapihipihi.<sup>7</sup> The grant was issued under the Native Reserves Act 1856.

On 29 May 1906, 50 acres of this grant was taken for scenic purposes under the Public Works Act 1905 and the Scenery Preservation Act 1903.<sup>8</sup> On 2 April 1909, the Native Land Court ruled the Public Trustee pay six Maori owners £345 compensation.<sup>9</sup>

<sup>5</sup> 1903 survey map

<sup>6</sup> Wellington Independent 1860:1

<sup>7</sup> G12/17

<sup>8</sup> NZ Gazette No 43, 7 June 1906, p1426

<sup>9</sup> BOF Tar 5, Native Land Court Direction, 2 April 1909

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**2. DEEDS OF RECOGNITION**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**2.1 DEED OF RECOGNITION BY THE  
COMMISSIONER OF CROWN LANDS**

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TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

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2.1: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

THIS DEED is made by **THE CROWN** acting by the Commissioner of Crown Lands.

**1 INTRODUCTION**

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 Taranaki Iwi (the settling group); and

1.1.2 the Trustees of the Te Kāhui o Taranaki Trust (the governance entity).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

1.2.1 Kapoaiaia Stream and its tributaries (as shown on deed plan OTS-053-32);

1.2.2 Mangahume Stream and its tributaries (as shown on deed plan OTS-053-33);

1.2.3 Ngatoronui Stream and tributaries (as shown on deed plan OTS-053-34);

1.2.4 Oakura River and its tributaries (as shown on deed plan OTS-053-35);

1.2.5 Oeo Stream and its tributaries (as shown on deed plan OTS-053-36);

1.2.6 Otahi Stream and its tributaries (as shown on deed plan OTS-053-37);

1.2.7 Ouri Stream and its tributaries (as shown on deed plan OTS-053-38);

1.2.8 Punehu Stream and its tributaries (as shown on deed plan OTS-053-39);

1.2.9 Pungaereere Stream and its tributaries (as shown on deed plan OTS-053-40);

1.2.10 Taungatara Stream and its tributaries (as shown on deed plan OTS-053-41);

1.2.11 Waiaua River and its tributaries (as shown on deed plan OTS-053-42);

1.2.12 Waiongana Stream and its tributaries (as shown on deed plan OTS-053-43);

1.2.13 Waiteika Stream and its tributaries (as shown on deed plan OTS-053-44); and

1.2.14 Warea River (Teikaparua) and its tributaries (as shown on deed plan OTS-053-45).

1.3 Those statements of association are:

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [Taranaki Iwi Claims Settlement] Act [year], being the settlement legislation that gives effect to the deed of settlement.



**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**2.1: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS**

**2 CONSULTATION**

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right);
  - 2.2.2 preparing a plan, strategy, or programme for protection and management;
  - 2.2.3 conducting a survey to identify the number and type of users that may be appropriate;
  - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1:
- 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
  - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

**3 LIMITS**

- 3.1 This deed:
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
  - 3.1.2 if it relates to a river:
    - (a) it does not relate to the waters of the river; and
    - (b) it relates only to the part or parts of the bed of the river that:
      - (i) are owned and managed by the Crown; and
      - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
      - (iii) are not the bed of an artificial watercourse or tributary; and
  - 3.1.3 does not require the Crown to undertake, increase or resume any identified activity; and
  - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

---

**2.1: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS**

- 3.1.5 is subject to the settlement legislation; and
- 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
- 3.1.7 does not affect the lawful rights or interests of any person; or
- 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
- 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

**4 TERMINATION**

- 4.1 This deed terminates in respect of a statutory area, or part of it, if:
  - 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing;  
or
  - 4.1.2 the relevant area is disposed of by the Crown; or
  - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

**5 NOTICES**

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands  
Level 7  
Radio New Zealand House  
155 The Terrace  
Wellington

**6 AMENDMENT**

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands

**7 NO ASSIGNMENT**

- 7.1 The governance entity may not assign its rights under this deed.

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

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2.1: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

**8 DEFINITIONS**

8.1 In this deed:

**Commissioner of Crown Lands** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

**Crown** means Her Majesty the Queen in right of New Zealand; and

**deed** means this deed of recognition as it may be amended from time to time; and

**deed of settlement** means the deed of settlement dated [*date*] between the settling group, the governance entity, and the Crown; and

**governance entity** has the meaning given to it by the deed of settlement; and

**identified activity** means each of the activities specified in clause 2.2; and

**Minister** means the Minister of Conservation; and

**settling group** and Taranaki Iwi have the meaning given to them by the deed of settlement; and

**settlement legislation** means the Act referred to in clause 1.4; and

**statement of association** means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

**statutory area** means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

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

**9 INTERPRETATION**

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.



**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**2.1: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS**

**Schedule**

**Copies of Statements of Association**

**[to insert prior to execution of deed of recognition]**

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**2.2 DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION  
AND THE DIRECTOR-GENERAL OF CONSERVATION**

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TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

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2.2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE  
DIRECTOR-GENERAL OF CONSERVATION

**THIS DEED** is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation.

**1 INTRODUCTION**

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 Taranaki iwi (the settling group); and

1.1.2 the Trustees of the Te Kāhui o Taranaki Trust (the governance entity).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

1.2.1 Kapaiaia Stream and its tributaries (as shown on deed plan OTS-053-31);

1.2.2 Mangahume Stream and its tributaries (as shown on deed plan OTS-053-32);

1.2.3 Ngatoronui Stream and tributaries (as shown on deed plan OTS-053-33);

1.2.4 Oakura River and its tributaries (as shown on deed plan OTS-053-34);

1.2.5 Oeo Stream and its tributaries (as shown on deed plan OTS-053-35);

1.2.6 Otahi Stream and its tributaries (as shown on deed plan OTS-053-36);

1.2.7 Ouri Stream and its tributaries (as shown on deed plan OTS-053-37);

1.2.8 Punehu Stream and its tributaries (as shown on deed plan OTS-053-38);

1.2.9 Pungaereere Stream and its tributaries (as shown on deed plan OTS-053-39);

1.2.10 Taungatara Stream and its tributaries (as shown on deed plan OTS-053-40);

1.2.11 Waiaua River and its tributaries (as shown on deed plan OTS-053-41);

1.2.12 Waiongana Stream and its tributaries (as shown on deed plan OTS-053-43);

1.2.13 Waiteika Stream and its tributaries (as shown on deed plan OTS-053-44); and

1.2.14 Warea River (Teikaparua) and its tributaries (as shown on deed plan OTS-053-45).

1.3 Those statements of association are:

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [Taranaki Iwi Claims Settlement] Act [year], being the settlement legislation that gives effect to the deed of settlement.

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

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**2.2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE  
DIRECTOR-GENERAL OF CONSERVATION**

**2 CONSULTATION**

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
  - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
  - 2.2.3 preparing a non-statutory plan, strategy, programme or survey in relation to a statutory area that is not a river for any of the following purposes:
    - (a) to identify and protect wildlife or indigenous plants;
    - (b) to eradicate pests, weeds, or introduced species;
    - (c) to assess current and future visitor activities; and
    - (d) to identify the appropriate number and type of concessions;
  - 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; and
  - 2.2.5 locating or constructing structures, signs or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

**3 LIMITS**

- 3.1 This deed:
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
  - 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
  - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
  - 3.1.4 is subject to the settlement legislation.



TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

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2.2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE  
DIRECTOR-GENERAL OF CONSERVATION

**4 TERMINATION**

- 4.1 This deed terminates in respect of a statutory area, or part of it, if:
- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
  - 4.1.2 the relevant area is disposed of by the Crown; or
  - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

**5 NOTICES**

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Conservation Partnerships Manager  
Department of Conservation  
[address].

**6 AMENDMENT**

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

**7 NO ASSIGNMENT**

- 7.1 The governance entity may not assign its rights under this deed.

**8 DEFINITIONS**

- 8.1 In this deed:

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

**deed** means this deed of recognition as it may be amended from time to time; and

**deed of settlement** means the deed of settlement dated 5 September 2015 between the settling group, the governance entity, and the Crown; and

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

**governance entity** has the meaning given to it by the deed of settlement; and

**identified activity** means each of the activities specified in clause 2.2; and

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

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**2.2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE  
DIRECTOR-GENERAL OF CONSERVATION**

**Minister** means the Minister of Conservation; and

**settling group** and Taranaki Iwi have the meaning given to them by the deed of settlement; and

**settlement legislation** means the Act referred to in clause 1.4; and

**statement of association** means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

**statutory area** means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

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

**9 INTERPRETATION**

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 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.

9.8 A reference to:

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

2.2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE  
DIRECTOR-GENERAL OF CONSERVATION

**SIGNED** as a deed on [date]

**SIGNED** for and on behalf of )  
**THE CROWN** by )  
The **Minister of Conservation** )  
in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

The **Director-General of Conservation** )  
in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**2.2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE  
DIRECTOR-GENERAL OF CONSERVATION**

**Schedule**

**Copies of Statements of Association**

**[to insert prior to execution of deed of recognition]**

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**3. PROTOCOLS**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**3.1 CONSERVATION PROTOCOL**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**3.1: CONSERVATION PROTOCOL**

<b>A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING TARANAKI IWI AND THE DEPARTMENT OF CONSERVATION</b>
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**1 INTRODUCTION**

- 1.1 Under the Deed of Settlement dated 5 September 2015 between Taranaki Iwi and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Conservation (the "Minister") would issue a Protocol ("the Protocol") setting out the basis upon which the Department of Conservation (the "Department") will interact with the Taranaki Iwi Governance Entity (the "Governance Entity") across the Taranaki Iwi Protocol Area.
- 1.2 Taranaki Iwi has cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Protocol Area, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect and manage natural and historic resources.
- 1.3 The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. This must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.
- 1.4 This Protocol is a framework to foster the development of a positive, collaborative and enduring relationship into the future.

**2 PROTOCOL AREA**

- 2.1 This Protocol applies to the Protocol Area, which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent coastal area.

**3 COMMUNICATION**

- 3.1 The Department will maintain effective and efficient communication with Taranaki Iwi on an ongoing basis by:
  - 3.1.1 maintaining a record of the Governance Entity's office holders, and their addresses and contact details;
  - 3.1.2 meeting with the Governance Entity at least once a year to discuss issues of shared interest;
  - 3.1.3 discussing with the Governance Entity concerns and issues notified by the Governance Entity about this Protocol;
  - 3.1.4 training relevant staff and endeavour to brief Conservation Board and New Zealand Conservation Authority members of the content of this Protocol;
  - 3.1.5 advising the Governance Entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Taranaki Iwi within the Protocol Area, and provide copies of such documents to the Governance Entity;

**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.1: CONSERVATION PROTOCOL**

- 3.1.6 advising the Governance Entity of any key departmental staff changes, where those staff members are key points of contact between the Department and the Governance Entity; and
- 3.1.7 inviting the Governance Entity to participate in specific departmental projects, including education, volunteer, training and conservation events that may be of interest to Taranaki Iwi.

**4 VISITOR AND PUBLIC INFORMATION**

- 4.1 The Department shares its knowledge about natural and historic heritage with visitors and the general public. This is to increase their enjoyment and understanding of this heritage, and to develop their awareness of the need for its conservation.
- 4.2 The Department will work with the Governance Entity to raise awareness of conservation partnerships between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
- 4.3 The Department will work with the Governance Entity to encourage respect for Taranaki Iwi cultural heritage values by ensuring that information contained in any Department publication is accurate and appropriate by:
  - 4.3.1 except as required by law obtaining the consent of the Governance Entity for disclosure of information from it;
  - 4.3.2 making decisions jointly with the Governance Entity regarding the use of information about Taranaki Iwi values for new interpretation panels, signs and visitor publications; and
  - 4.3.3 correcting information supplied by or about Taranaki Iwi where requested by the Governance Entity.

**5 CULTURAL MATERIALS**

- 5.1 The Minister and/or Director-General shall, in accordance with legislative requirements:
  - 5.1.1 work in partnership with the Governance Entity to develop and agree a process to authorise members of Taranaki Iwi to access and use cultural materials within the Protocol Area when required for cultural purposes;
  - 5.1.2 agree, where appropriate for Taranaki Iwi to have access to Cultural Materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or through natural causes or otherwise; and
  - 5.1.3 where other persons apply for access to materials that are considered cultural materials by Taranaki Iwi, the Minister and/or Director-General will consult with the Governance Entity and have regard to its views.
- 5.2 The Department and the Governance Entity shall jointly develop procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.



**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.1: CONSERVATION PROTOCOL**

- 5.3 The Department will waive or reduce any recovery of authorisation costs for collection by Taranaki Iwi of cultural material.

**6 MARINE MAMMALS**

- 6.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department has responsibilities for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.

- 6.2 The Governance Entity will be advised of marine mammal strandings within the Protocol Area. A co-operative approach will be adopted with Taranaki Iwi for the management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanize a marine mammal or gather scientific information.

**7 FRESHWATER FISHERIES**

- 7.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on public conservation land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.

- 7.2 A co-operative approach will be adopted with the Governance Entity in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and consulting with the Governance Entity when the Department is developing or contributing to research and monitoring programmes.

- 7.3 The Department shall consult with the Governance Entity, and provide for its participation where reasonably practical in the conservation management (including research and monitoring) of customary freshwater fisheries and freshwater fish habitats.

**8 SITES OF SIGNIFICANCE**

- 8.1 The Department aims to conserve historic places and structures in areas managed under conservation legislation. It will endeavour to do this for sites of significance to Taranaki Iwi in co-operation with the Governance Entity and according to Taranaki Iwi tikanga and professional standards.

- 8.2 At the request of Taranaki Iwi, information relating to Taranaki Iwi sites of significance will be treated in confidence by the Department (subject to any statutory obligation under the Official Information Act 1982 or any other legislation) in order to preserve the wāhi tapu nature of sites of significance to Taranaki Iwi.

**9 NATIONAL PROGRAMMES**

- 9.1 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of

**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.1: CONSERVATION PROTOCOL**

threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.

- 9.2 When it conducts national programmes within the Protocol Area, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes.

**10 PEST CONTROL**

- 10.1 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of the Department's work. This is done in a way that maximises the value from limited resources available to do this work.
- 10.2 The Governance Entity will be consulted on pest control activities, particularly in relation to the use of poisons, and will be provided with opportunities to discuss programmes and outcomes.

**11 RESOURCE MANAGEMENT ACT 1991**

- 11.1 From time to time, Taranaki Iwi and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 11.2 The Governance Entity and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in Resource Management Act processes.
- 11.3 It is recognised that the concerns of the Department and the Governance Entity in any resource management issue may diverge and also that the Department and the Governance Entity may continue to make separate submissions in any Resource Management Act processes.

**12 BUSINESS AND MANAGEMENT PLANNING**

- 12.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 12.2 The Department will involve the Governance Entity in business planning relating to the Protocol Area.
- 12.3 The Department will also approach the Governance Entity with potential departmental projects in the Protocol Area to seek the Governance Entity's views on those projects, and to discuss if the Governance Entity would wish to be involved in or to contribute to those projects.
- 12.4 The Governance Entity will be able to request specific projects to be undertaken. Such requests will be taken forward into the business planning process and considered by the Department when it determines its overall priorities.
- 12.5 If a specific project is not advanced, the Department will advise the Governance Entity of the reasons for this.

**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.1: CONSERVATION PROTOCOL**

- 12.6 The Governance Entity will have opportunities to provide early input into relevant Conservation Management Strategy reviews, or Management Plans if any, within the Protocol Area.

**13 OVERARCHING MANAGEMENT PLAN**

- 13.1 The Department and the Governance Entity will meet within 12 months of the settlement date to develop overarching principles and a management plan for sites transferred to Taranaki Iwi as part of their historical Treaty of Waitangi settlement with the Crown.

- 13.2 Upon the completion of the overarching principles outlined in clause 13.1 of this Protocol, the Department and Governance Entity will meet and discuss projects for the sites as set out in clause 12 of this Protocol.

- 13.4 The Department and the Governance Entity acknowledge that each party can only make commitments within their respective resources and capacity.

**14 CONCESSION APPLICATIONS**

- 14.1 The Department will work with the Governance Entity to identify categories of concession applications or renewals of concession applications within the Protocol Area that may impact on the cultural or historic values of Taranaki Iwi, as identified from time to time by Taranaki Iwi and the Department.

- 14.2 As the Department works within time limits to process concession applications, it will notify the Governance Entity of the time frames for making comments.

- 14.3 Prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, the Minister will encourage early and ongoing communication between the proposed concessionaire and the Governance Entity.

**15 CONSULTATION**

- 15.1 Where consultation is required under this Protocol, the Department will:

15.1.1 ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;

15.1.2 provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;

15.1.3 approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and

15.1.4 report back to the Governance Entity on any decision that is made.

**16 CONTRACTING FOR SERVICES**

- 16.1 Where appropriate the Department will consider Taranaki Iwi individuals or entities as providers of professional services, including cultural advice and pest management

**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.1: CONSERVATION PROTOCOL**

where those services are necessary to successfully manage conservation resources affecting the Protocol Area.

**17 PROTOCOL REVIEW**

- 17.1 This Protocol is a living document which should be updated and adapted to take account of future developments.
- 17.2 If either the Department or Governance Entity so request the Protocol the first review of this Protocol is to occur 12 months from the settlement date and thereafter at intervals agreed by the Department and Governance Entity.

**18 DEFINITIONS**

- 18.1 In this Protocol:

**Conservation Management Strategy** has the same meaning as in the Conservation Act 1987;

**Conservation Legislation** means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

**Crown** means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

**Cultural Materials** means plants, plant materials, and materials derived from dead wildlife or marine mammals for which the Department is responsible within the Protocol Area and which are important to Taranaki iwi in maintaining and expressing its cultural values and practices;

**Department** means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

**Governance Entity** means the trust known as Te Kāhui o Taranaki Trust established by trust deed dated 24 June 2013;

**Taranaki iwi** has the meaning set out in clause 8.6.1 of the Deed of Settlement;

**Kaitiaki** means environmental guardians;

**Protocol** means a statement in writing, issued by the Crown through the Minister of Conservation to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

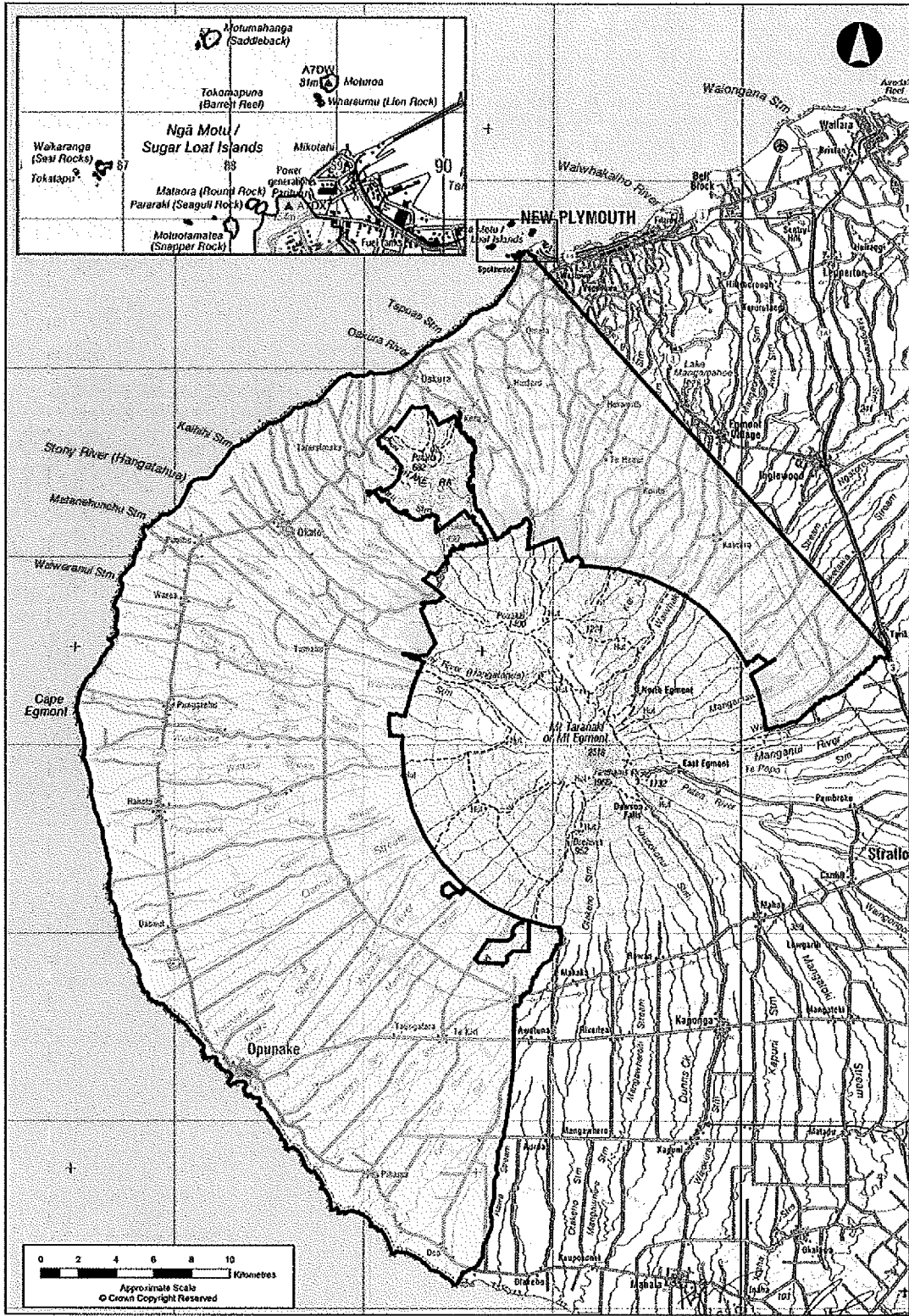
**Tikanga Māori** refers to Māori traditional customs.



TARANAKI IWI DEED OF SETTLEMENT:  
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3.1: CONSERVATION PROTOCOL

ATTACHMENT A  
TARANAKI IWI PROTOCOL AREA



**SCHEDULE 1  
SUMMARY OF TERMS OF ISSUE**

This Conservation Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

**1 Amendment and Cancellation**

- 1.1 The Minister may amend or cancel this Protocol but only after consulting with the Taranaki Iwi Governance Entity and having particular regard to its views (section 23).

**2 Noting**

- 2.1 A summary of the terms of this Protocol must be noted in the Conservation Documents affecting the Protocol Area but the noting

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the Conservation Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (section 26).

**3 Limits**

- 3.1 This Protocol does not:

3.1.1 restrict the Crown from exercising its powers and performing its functions and duties, in accordance with the law and government policy, including:

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a protocol to or interacting or consulting with anyone the Crown considers appropriate including any iwi, hapu, marae, whānau or representatives of tangata whenua (section 24);

3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Taranaki Iwi (section 24);

3.1.3 grant, create or provide evidence of an estate or interest in or rights relating to:

- (a) land held, managed or administered under Conservation Legislation; or
- (b) flora or fauna managed or administered under Conservation Legislation; or
- (c) rights relating to the common marine and coastal areas defined in section 9(1) of the Marine and Coastal Areas (Takutai Moana) Act 2011 (section 26).

**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.1: CONSERVATION PROTOCOL**

**4 Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce the Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (this does not exclude a Court from awarding costs incurred in enforcing the Protocol (section 25).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement. (section ).



**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.2 FISHERIES PROTOCOL**

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**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR PRIMARY  
INDUSTRIES REGARDING INTERACTION BETWEEN TARANAKI IWI AND THE  
MINISTRY FOR PRIMARY INDUSTRIES**

**1 INTRODUCTION**

- 1.1 The Crown, through the Minister for Primary industries (the "**Minister**") and Director General of the Ministry for Primary Industries (the "**Director-General**"), recognises that Taranaki iwi as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Taranaki iwi Fisheries Protocol Area (the "**Protocol Area**") and that are managed by the Ministry for Primary Industries (the "**Ministry**") under the Fisheries Act 1996. Taranaki iwi has a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated 5 September 2015 between Taranaki iwi and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister would issue a Primary Industries Protocol (the "**Protocol**") setting out how the Ministry will interact with Te Kāhui o Taranaki Trust (the "**Governance Entity**") in relation to matters specified in the Protocol. These matters are:
- a. recognition of the interests of Taranaki Iwi in all species of fish, aquatic life or seaweed that exist within the Fisheries Area that are subject to the Fisheries Act 1996;
  - b. implementation and communication;
  - c. management of Taonga Species;
  - d. input into and participation in the Ministry's national fisheries plans;
  - e. development of a Taranaki Iwi fisheries plan;
  - f. participation in iwi fisheries forums;
  - g. customary non-commercial fisheries management;
  - h. contracting for services;
  - i. employment of Ministry staff with customary non-commercial fisheries responsibilities;
  - j. consultation;
  - k. rāhui;
  - l. information exchange;
  - m. dispute resolution;
  - n. provision of service and research;
  - o. changes to policy and legislation affecting this Protocol; and
  - p. review and amendment.

**3.2: FISHERIES PROTOCOL**

- 1.3 For the purposes of this Protocol, the Governance Entity is the body representative of Taranaki Iwi who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Protocol Area. Taranaki Iwi has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries in the Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The obligations of the Ministry in respect of fisheries are to ensure sustainability, to meet Te Tiriti o Waitangi / Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.5 The Minister and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. The Protocol sets out how the Minister, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- 1.6 The Protocol applies to all those functions for which the Ministry is the responsible Crown agency. The Protocol does not cover those processes relating to the allocation of aquaculture space or the Treaty settlement processes established for those assets held by the Ministry's Crown Forestry unit.
- 1.7 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Taranaki Iwi or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Taranaki Iwi.

**2 PRINCIPLES UNDERLYING THIS PROTOCOL**

- 2.1 The Ministry and Taranaki Iwi are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 2.2 The parties to this protocol will:
  - a. work together to preserve, promote and protect the sustainable utilisation and enhancement of fisheries;
  - b. work in a spirit of cooperation;
  - c. ensure early engagement on the matters specified in this protocol;
  - d. operate on a 'no surprises' approach;
  - e. acknowledge that the relationship is evolving, not prescribed;
  - f. respect the independence of the parties and their individual mandates, roles and responsibilities;
  - g. recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise; and

**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.2: FISHERIES PROTOCOL**

- h. in the context of any documents or other information provided to the Ministry by Taranaki Iwi, recognising and acknowledging the need to safeguard Taranaki iwi traditional knowledge and cultural expressions relating to their customary fisheries.

**3. TERMS OF ISSUE**

3.1 The Protocol is issued pursuant to section 27 of the [Taranaki Iwi Claims Settlement Act] (the "**Settlement Legislation**") and clause 5.20.1 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 The Protocol must be read subject to the terms of issue set out in Attachment B.

**4. IMPLEMENTATION AND COMMUNICATION**

4.1 The Ministry will meet with the Governance Entity to provide a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:

- a. any matters raised in the Protocol;
- b. reporting processes to be put in place;
- c. the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from the Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes;
- d. review processes for this Protocol; and
- e. the opportunity for the Governance Entity to meet with the Minister to discuss key matters affecting the implementation of this Protocol.

4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.

4.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:

- a. maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;
- b. providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
- c. providing reasonable opportunities for the Governance Entity to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.

4.4 The Ministry will:

- a. consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and

3.2: FISHERIES PROTOCOL

- b. as far as reasonably practicable, inform fisheries and other stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

**5 TAONGA SPECIES**

5.1 The Ministry recognises that Taranaki Iwi has a customary non-commercial interest in the following fisheries within the Protocol Area:

- a. tuna (eel);
- b. piharau (lamprey);

(together the 'Taonga Species').

5.2 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of the Taonga Species and identify how Taranaki Iwi exercise kaitiakitanga in respect of the Taonga Species.

5.3 The Ministry will recognise and provide for the input and participation of Taranaki Iwi into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the iwi fisheries plan in accordance with clause 5.2. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to Taonga Species management that affects the Protocol Area.

5.4 The Minister will have particular regard to how Taranaki Iwi exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the Taonga Species. In considering any proposal affecting the Taonga Species in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Taranaki Iwi in the Taonga Species are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult with the Governance Entity on any proposal concerning the Taonga Species in accordance with clause 52.

5.5 The Ministry recognises that Taranaki Iwi have an interest in the research relating to Taonga Species. Where Taranaki Iwi seek to conduct research on the Taonga Species, the Ministry will meet with the Governance Entity in a relevant iwi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from the Governance Entity for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the Taonga Species fishery in the Protocol Area.

5.6 The Ministry acknowledges that Taranaki Iwi have an interest in the possible enhancement of the Taonga Species fishery through the transfer of young Taonga Species and the possibility of farming Taonga Species.

5.7 The Ministry will explore with the Governance Entity how it might assist, within existing policy and legal frameworks and with available resources, any Taranaki Iwi proposals for the enhancement of the Taonga Species fishery. Such proposals may include proposals for special permits to take Taonga Species from waterways within the Protocol Area as part of any enhancement or aquaculture project.

**3.2: FISHERIES PROTOCOL**

- 5.8 The Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm Taonga Species will be granted.
- 5.9 For the purposes of clauses 5.1 to 5.8:
- a. Tuna (eel) is defined as:
    - i. *Anguilla dieffenbachia* (long finned eel);
    - ii. *Anguilla australis* (short finned eel);
    - iii. *Anguilla rheinhartii* (Australian long finned eel, not administered by the Ministry); and
  - b. Piharau/lamprey is defined as *Geotria australis*.

**6 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS**

- 6.1 Taranaki Iwi is entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits research and compliance services) required to meet these goals and outcomes.
- 6.2 Taranaki Iwi input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 6.1, which the Minister must have particular regard to when making sustainability decisions that relate to the Protocol Area.
- 6.3 Where the Iwi Fisheries Plan expresses kaitiakitanga the Minister shall have particular regard to that expression of kaitiakitanga when making sustainability decisions that relate to the Protocol Area.
- 6.3 Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Taranaki Iwi is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.

**7 IWI FISHERIES PLAN**

- 7.1 The Governance Entity will develop an iwi fisheries plan that relates to the Protocol Area.
- 7.2 The Ministry acknowledges the importance of iwi or forum fisheries plans in the development of the Ministry's national fisheries plan and will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Protocol Area.
- 7.3 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:
- a. the objectives of the iwi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Protocol Area;

**3.2: FISHERIES PROTOCOL**

- b. how Taranaki Iwi will exercise kaitiakitanga in the Protocol Area;
  - c. how the Governance Entity will participate in fisheries planning in the Protocol Area; and
  - d. how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.
- 7.4 The Ministry and the Governance Entity agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:
- a. the content of the iwi fisheries plan, including how the plan will legally express, protect and recognise the mana of Taranaki Iwi; and
  - b. ways in which the Ministry will work with the Governance Entity to develop and review the iwi fisheries plan.

**8 PARTICIPATION IN IWI FISHERIES FORUMS**

- 8.1 The Ministry will provide opportunities for Taranaki Iwi to have input and participate in any iwi Fisheries Forums relating to the Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The iwi fisheries plan will guide Taranaki Iwi input into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop forum fisheries plans.

**9 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES**

- 9.1 The Ministry undertakes to provide the Governance Entity with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- a. discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area;
  - b. making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area; and
  - c. compliance training to the appropriate representatives of Taranaki Iwi to enable them to administer and implement the Fisheries (Kaimoana Customary) Fishing Regulations 1998.

**10 CONTRACTING FOR FISHERIES SERVICES**

- 10.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of fisheries services that may impact on the management of customary fisheries within the Protocol Area, if the Ministry is proposing to enter into such a contract.
- 10.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other Iwi as well as those of Taranaki Iwi, and may be achieved by one or more of the following:
- a. the Ministry may notify the Governance Entity of a contract for fisheries services;

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**3.2: FISHERIES PROTOCOL**

- b. the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
- c. the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.

10.3 If the Governance Entity is contracted for fisheries services then clause 10.2 will not apply in relation to those fisheries services.

**11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES**

11.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Taranaki iwi in relation to the Protocol Area.

11.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Taranaki Iwi, and may be achieved by one or more of the following:

- a. consultation on the job description and work programme;
- b. direct notification of the vacancy;
- c. consultation on the location of the position; and
- d. input into the selection of the interview panel.

**12 CONSULTATION**

12.1 Where the Ministry is required to consult with the Governance Entity in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

- a. ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
- b. providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- c. ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
- d. ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.

12.2 Where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.



3.2: FISHERIES PROTOCOL

**13 RĀHUI**

- 13.1 The Ministry recognises that rāhui is a traditional use and management practice of Taranaki Iwi and supports their rights to place traditional rāhui over their customary fisheries.
- 13.2 The Ministry and Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Taranaki Iwi over their customary fisheries, and also the reasons for the rāhui.
- 13.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Taranaki Iwi over their customary fisheries, in a manner consistent with the understandings outlined in clause 13.2 above.
- 13.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Taranaki Iwi over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

**14 INFORMATION EXCHANGE**

- 14.1 The Governance Entity and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and the Governance Entity will as far as possible exchange any information that is of relevant mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and general law.
- 14.2 At the request of the Governance Entity, the Ministry will:
- a. make available all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol; and/or
  - b. where it is reasonable practicable, provide a representative to attend a meeting with the Governance Entity
- 14.3 In consideration of a request made under clause 14.2 for information or advice, the Ministry will have regard to the following:
- a. whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
  - b. whether making the information available would contravene the provisions of an enactment;
  - c. the time and cost involved in researching, collating, and providing the information or advice; and
  - d. whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.

**3.2: FISHERIES PROTOCOL**

14.4 In consideration of a request made under clause 14.2 for the Ministry to attend a meeting with the Governance Entity:

- a. the Ministry will determine the appropriate representative to attend; and
- b. in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
  - i. the number and frequency of such requests the Ministry has received from the Governance Entity;
  - ii. the time and place of the meeting and the adequacy of notice given; and
  - iii. the time and cost involved in complying with the request.

**15 PROVISION OF NON-FISHERIES SERVICES AND RESEARCH**

15.1 Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.

15.2 Where the Ministry undertakes on contracts for non-fisheries related services or research and, where the Ministry considers it to have a direct impact on the Protocol Area, the Ministry will:

- a. notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
- b. where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
- c. advise the Governance Entity of the provider it has chosen;
- d. at the Ministry's discretion, require any research provider to engage with the Governance Entity, and
- e. provide the Governance Entity with the results of that research, as appropriate.

**16 DISPUTE RESOLUTION**

16.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

- a. within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
- b. if the dispute has not been resolved within 30 working days of receipt of the written notice referred to in this clause 16.1, the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;

3.2: FISHERIES PROTOCOL

- c. if the dispute has not been resolved within 45 working days despite the process outlined in clauses 16.1(a) and 16.1(b) having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

16.2 In the context of any dispute that has been initiated under clause 16.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and Taranaki Iwi are, in accordance with clause 2 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

**17 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

17.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment which impacts upon this Protocol, the Ministry shall:

- a. notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
- b. make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and
- c. report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

**18. REVIEW AND AMENDMENT**

18.1 The Minister and the Governance Entity agree that this Protocol is a living document which may be updated and adapted to take account of any future developments.

18.2 A review of this Protocol may take place, at the request of either party, at three yearly intervals from the commencement date of this Protocol, or the date of completion of the previous review.

18.3 Where the parties cannot reach agreement on any review or amendment proposal they will use the dispute resolution processes contained in clause 16 of the Protocol.

18.4 Taranaki Iwi and the Crown may only vary this Protocol by agreement in writing.

**19 DEFINITIONS**

19.1 In this Protocol:

**Crown** means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

**Fisheries Legislation** means the *Fisheries Act 1983* and the *Fisheries Act 1996*, the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992*, the *Maori Commercial Aquaculture Claims Settlement Act 2004*, the *Maori Fisheries Act 2004*, and any regulations made under these Acts;

**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.2: FISHERIES PROTOCOL**

**Governance Entity** means the trust known as Te Kāhui o Taranaki Trust established by trust deed dated 24 June 2013;

**Protocol** means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

**Protocol Area** means the land area as noted in the attached map at Appendix A;

**ISSUED** on [ ]

**SIGNED** for and on behalf of **THE** )  
**SOVEREIGN** in right of New Zealand by )  
the Minister for Primary Industries )  
in the presence of: )

\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



**ATTACHMENT B**

**TERMS OF ISSUE**

**1. Provisions of the Deed of Settlement relating to this Protocol**

1.1 The Deed of Settlement provides that [ ].

**2. Authority to issue, amend or cancel Protocols**

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

**3. Protocols subject to rights and obligations**

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whānau or other representatives of tangata whenua.

**4. Noting of Protocols**

4.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

**5. Enforceability of Protocols**

5.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

5.2 The provisions included in the Settlement Legislation under clauses [ ] and [ ] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

**6. Limitation of rights**

6.1 Section [ ] of the Settlement Legislation provides that: *[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

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**3.3 TAONGA TŪTURU PROTOCOL**

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**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS,  
CULTURE AND HERITAGE REGARDING INTERACTION WITH TARANAKI IWI  
ON SPECIFIED ISSUES**

**1 INTRODUCTION**

1.1 Under the Deed of Settlement dated xx between Taranaki Iwi and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:

- 1.1.1 Relationship Principles - Part 2;
- 1.1.2 Protocol Area - Part 3;
- 1.1.3 Terms of issue - Part 4;
- 1.1.4 Implementation and Communication - Part 5;
- 1.1.5 The role of the Chief Executive under the Protected Objects Act 1975 - Part 6;
- 1.1.6 The role of the Minister under the Protected Objects Act 1975 - Part 7;
- 1.1.7 Effects on Taranaki Iwi Interests in the Protocol Area - Part 8;
- 1.1.8 Registration as a collector of Ngā Taonga Tuturu - Part 9;
- 1.1.9 Access and Repatriation - Part 10;
- 1.1.10 Provision of advice - Part 11;
- 1.1.11 Relationships - Part 12;
- 1.1.12 Board Appointments - Part 13;
- 1.1.13 National Monuments, War Graves and Historical Graves - Part 14;
- 1.1.14 History publications relating to Taranaki Iwi - Part 15;
- 1.1.15 Information exchange - Part 16;
- 1.1.16 Cultural and/or Spiritual Practices and Tendering - Part 17;
- 1.1.17 Consultation - Part 18;
- 1.1.18 Review and amendment - Part 19;
- 1.1.19 Dispute resolution - Part 20;
- 1.1.20 Changes to policy and legislation affecting this Protocol - Part 21; and
- 1.1.21 Definitions - Part 21.



**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.3: TAONGA TŪTURU PROTOCOL**

- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau and hapū of Taranaki Iwi who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The Manatū Taonga also known as the Ministry (the Ministry) recognises that Taranaki Iwi have a significant interest in relation to the preservation, protection and management of Taonga Tuturu through their tino rangatiratanga and kaitiakitanga. This derives from the status of Taranaki Iwi as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The Ministry and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.5 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.6 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

**2. RELATIONSHIP PRINCIPLES**

- 2.1 Taranaki Iwi and the Ministry agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions:
  - 2.1.1 working consistently with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
  - 2.1.2 working in a spirit of co-operation;
  - 2.1.3 ensuring early engagement on matters relating to this Protocol;
  - 2.1.4 operating a "no surprises" approach;
  - 2.1.5 acknowledging that the relationship is evolving, not prescribed;
  - 2.1.6 respecting the independence of the Parties and their individual mana, mandates, roles and responsibilities within the Protocol Area;
  - 2.1.7 recognising and acknowledging that the parties benefit from working together by sharing their respective visions, knowledge and expertise; and
  - 2.1.8 acknowledging the need to safeguard traditional knowledge and cultural expressions associated with Taranaki Iwi Taonga Tuturu.

**3.3: TAONGA TŪTURU PROTOCOL**

**3 PROTOCOL AREA**

- 3.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

**4 TERMS OF ISSUE**

- 4.1 This Protocol is issued pursuant to section xx of the xxx ("the Settlement Legislation") that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

**5 IMPLEMENTATION AND COMMUNICATION**

- 5.1 The Chief Executive will maintain effective communication with the governance entity by:
- 5.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
  - 5.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
  - 5.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
  - 5.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
  - 5.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
  - 5.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
  - 5.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

**6 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT**

**General**

- 6.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 6.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Iwi origin found anywhere else in New Zealand;

**TARANAKI IWI DEED OF SETTLEMENT:  
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**3.3: TAONGA TŪTURU PROTOCOL**

- 6.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Iwi origin found anywhere else in New Zealand;
- 6.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Iwi origin found anywhere else in New Zealand;
- 6.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Iwi origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- 6.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Iwi origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

**Ownership of Taonga Tūturu found in Protocol Area or identified as being of Taranaki Iwi origin found elsewhere in New Zealand**

- 6.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Iwi origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 6.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 6.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Iwi origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

**Custody of Taonga Tūturu found in Protocol Area or identified as being of Taranaki Iwi origin found elsewhere in New Zealand**

- 6.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Iwi origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
  - 6.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;
  - 6.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and

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**3.3: TAONGA TŪTURU PROTOCOL**

- 6.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

**Export Applications**

- 6.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Taranaki Iwi origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 6.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Taranaki Iwi origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

**7 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975**

- 7.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 7.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
- 7.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
- 7.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

**8 EFFECTS ON TARANAKI IWI INTERESTS IN THE PROTOCOL AREA**

- 8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Taranaki Iwi interests in the Protocol Area.
- 8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Taranaki Iwi interests in the Protocol Area.
- 8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and governance entity shall meet to discuss Taranaki Iwi interests in the Protocol Area as part of the meeting specified in clause 5.1.4.

**9 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU**

- 9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

3.3: TAONGA TŪTURU PROTOCOL

**10 ACCESS AND REPATRIATION**

- 10.1 In respect of Taonga Tūturu of Taranaki Iwi found prior to 1 April 1976, the Minister and Chief Executive recognise the important of such Taonga Tūturu to Taranaki Iwi and acknowledge the efforts of Taranaki Iwi to protect and repatriate those Taonga Tūturu.

**11 PROVISION OF ADVICE**

- 11.1 The governance entity may, from time-to-time, seek practical advice from the Chief Executive on Taranaki Iwi historical or commemorative initiatives where the Ministry may have some expertise. The Chief Executive will provide such general practical advice, not involving any financial commitment, where possible.
- 11.2 In addition to paragraph 9.1, the Chief Executive will make best endeavours to notify Taranaki Iwi of any awards and funds, to which applications can be made which are administered by the Chief Executive, and provide details of the application process and deadlines.

**12 RELATIONSHIPS**

- 12.1 Taranaki Iwi has a strategic vision for its cultural identity that includes the preservation, development and transmission of its cultural heritage, traditions and arts. The governance entity wishes to explore the mutual benefits of a relationship with:
- 12.1.1 Arts Council of New Zealand Toi Aotearoa (Creative New Zealand);
  - 12.1.2 Heritage New Zealand Pouhere Taonga; and
  - 12.1.3 Regional and international museums selected by the governance entity.
- 12.2 The Chief Executive will invite the above organisations to initiate discussions with the governance entity.

**13 BOARD APPOINTMENTS**

- 13.1 The Chief Executive shall:
- 13.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
  - 13.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
  - 13.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

**14 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

- 14.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Taranaki

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**3.3: TAONGA TŪTURU PROTOCOL**

Iwi interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

- 14.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

**15 HISTORY PUBLICATIONS RELATING TO TARANAKI IWI**

15.1 The Chief Executive shall:

15.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Taranaki Iwi; and

15.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Taranaki Iwi:

- (a) from an early stage;
- (b) throughout the process of undertaking the work; and
- (c) before making the final decision on the material of a publication.

15.2 The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

**16 INFORMATION EXCHANGE**

16.1 Taranaki Iwi and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Taranaki Iwi will as far as possible exchange any information that is relevant to Taranaki Iwi Taonga Tūturu and any intellectual property associated with Taranaki Iwi Taonga Tūturu, that is held by the Ministry, to the best of its knowledge acting reasonably.

16.2 The Ministry will make available to Taranaki Iwi all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Taranaki Iwi for the purposes of assisting them to exercise their rights under this Protocol.

16.3 The obligations in clauses 16.1 and 16.2 do not apply to information that the Minister is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982.

**17 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**

17.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Taranaki Iwi within the Protocol Area, the Chief Executive will invite the governance

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**3.3: TAONGA TŪTURU PROTOCOL**

entity to provide such services. Where the Chief Executive has invited the governance entity to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the governance entity at the time of the invitation.

- 17.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.
- 17.3 The procurement by the Chief Executive of any such services set out in clauses 17.1 and 17.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

**18 CONSULTATION**

18.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

18.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

18.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

18.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

18.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

18.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

**19 REVIEW AND AMENDMENT**

19.1 The Minister and the Chief Executive and Taranaki Iwi agree that this Protocol is a living document which should be updated and adapted to take account of future developments.

19.2 A review of this Protocol may take place, at the request of either party, at five-yearly intervals from the commencement date of this Protocol, or the date of completion of the previous review, unless either party advises that it wishes to review the Protocol three years from the commencement date or three years of the date of completion of the previous review.

19.3 Where the parties cannot reach agreement on any review or amendment proposal they will use the dispute resolution processes contained in clause 20 of the Protocol.

3.3: TAONGA TŪTURU PROTOCOL

19.4 Taranaki Iwi and the Crown may only vary this Protocol by agreement in writing.

## 20 DISPUTE RESOLUTION

20.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:

20.1.1 Within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue.

20.1.2 If the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 20.1, the Chief Executive and Governance Entity will meet to work in good faith to resolve the issue.

20.1.3 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 20.1 and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the Governance Entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

## 21 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

21.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

21.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

21.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

21.1.3 report back to the governance entity on the outcome of any such consultation.

## 22 DEFINITIONS

22.1 In this Protocol:

**Chief Executive** means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive.

**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement.

**Expert Examiner** has the same meaning as in section 2 of the Act and means a body corporate or an association of persons.



3.3: TAONGA TŪTURU PROTOCOL

**Found** has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings.

**Governance Entity** means the trust known as Te Kāhui o Taranaki Trust established by trust deed dated 24 June 2013.

**Ngā Taonga Tūturu** has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu.

**Protocol** means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

**Taonga Tūturu** has the same meaning as in section 2 of the Act and means:

an object that:

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been:
  - (i) manufactured or modified in New Zealand by Māori; or
  - (ii) brought into New Zealand by Māori; or
  - (iii) used by Māori; and
- (c) is more than 50 years old.

**Taranaki Iwi** has the meaning set out in clause 8.6.1 of the Deed of Settlement.

TARANAKI IWI DEED OF SETTLEMENT:  
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3.3: TAONGA TŪTURU PROTOCOL

ISSUED on

**SIGNED** for and behalf of )  
**THE SOVEREIGN** in right of New Zealand )  
by the Minister for Arts, Culture and Heritage )  
in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and behalf of )  
**TE KĀHUI O TARANAKI TRUST** )  
in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

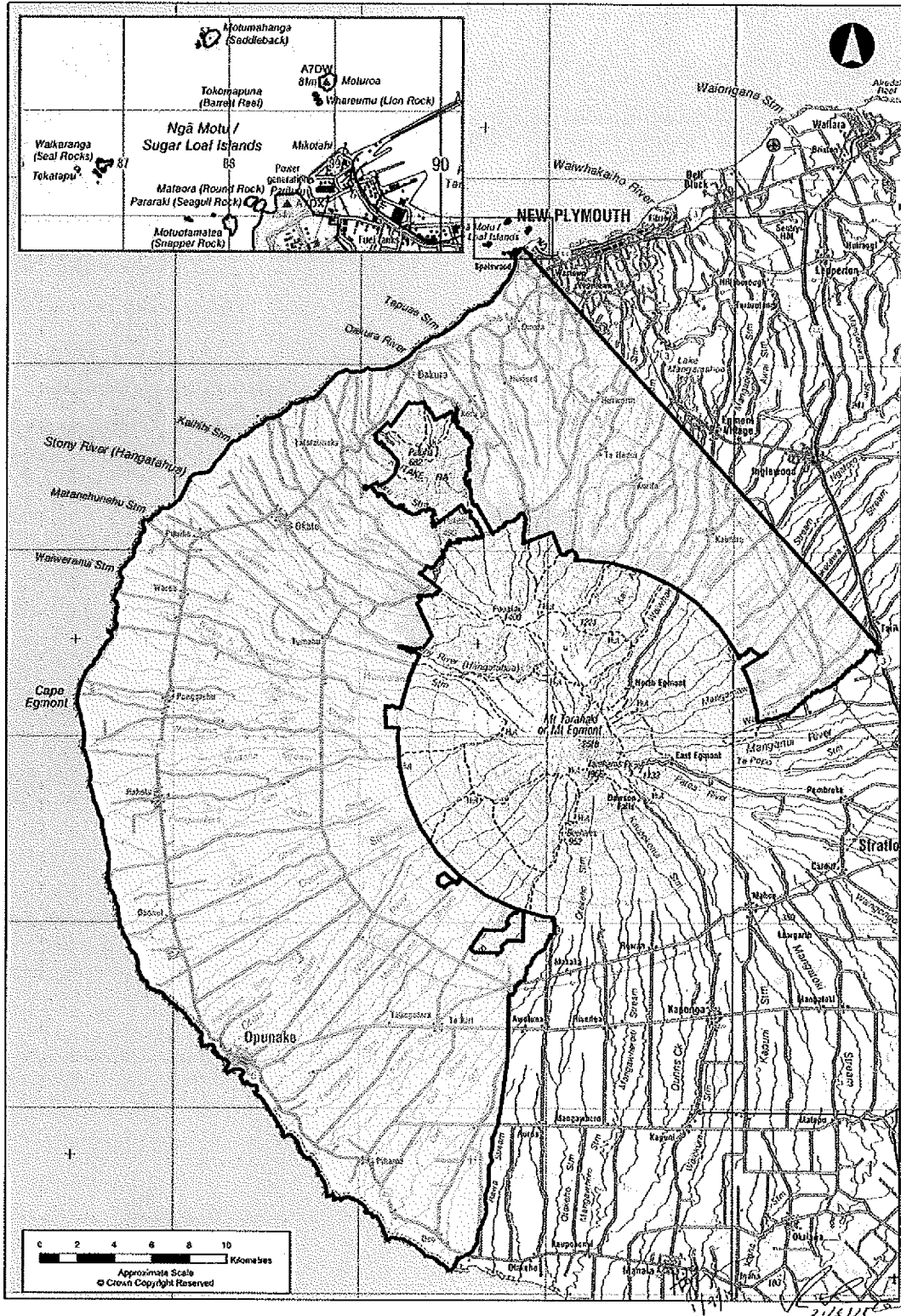
\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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3.3: TAONGA TŪTURU PROTOCOL

ATTACHMENT A  
THE MINISTRY FOR CULTURE AND HERITAGE / TARANAKI IWI PROTOCOL AREA



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**3.3: TAONGA TŪTURU PROTOCOL**

**ATTACHMENT B  
SUMMARY OF THE TERMS OF ISSUE**

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

**1. Amendment and cancellation**

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 23).

**2. Limits**

2.1 This Protocol does not:

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whānau, or representative of tangata whenua (section 24); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Taranaki Iwi (section 24); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

**3. Breach**

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 25).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ])

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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND  
MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION  
OF, AND ACCESS TO, TARANAKI IWI TAONGA**

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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND  
REVITALISATION OF, AND ACCESS TO, TARANAKI IWI TAONGA**

<b>Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Taranaki Iwi Taonga</b>
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**The Parties**

1. The parties to this Letter of Commitment (Letter) are:
  - Taranaki Iwi as represented by the trustees of Te Kāhui o Taranaki Trust (Taranaki Iwi);
  - The Department of Internal Affairs Te Tari Taiwhenua (the Department); and
  - The Museum of New Zealand Te Papa Tongarewa (Te Papa).
2. A summary of the role and functions of each of the parties is provided in Annex A.

**Context**

3. On 5 September 2015 Taranaki Iwi and the Crown (the parties) signed a Deed of Settlement ("the Deed of Settlement"), settling the historical claims of Taranaki Iwi.
4. As part of the Treaty settlement, and as recorded in clause 5.25 of the Deed of Settlement, the Crown acknowledges and supports the desire of Taranaki Iwi to provide for the enhanced well-being, revitalisation and protection of its members.
5. This Letter is intended to give greater definition to how the parties intend to collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Taranaki Iwi taonga.

**Purpose**

6. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Taranaki Iwi taonga; whether held by Taranaki Iwi whānau and hapū or the Crown parties.
7. The parties recognise the following, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
  - 7.1 the significance of Taranaki Iwi taonga to the maintenance and development of Taranaki Iwi culture and to enriching the cultural life of New Zealand;
  - 7.2 that Taranaki Iwi taonga is held and looked after by Taranaki Iwi whānau and hapū, and also by the Crown parties to this Letter;
  - 7.3 Taranaki Iwi cultural and spiritual authority in relation to Taranaki Iwi taonga;
  - 7.4 that active and meaningful engagement by the Crown parties with Taranaki Iwi in the care and management, use, development and revitalisation of, and access to, Taranaki Iwi taonga is required as agreed in the work plans; and

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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT  
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- 7.5 the need for an enduring and collaborative relationship to be developed between Taranaki Iwi and the Crown parties.

**Relationship Principles**

8. The parties acknowledge the following relationship principles that will guide the implementation of this Letter:
- 8.1 working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - 8.2 working in a spirit of co-operation;
  - 8.3 operating a "no surprises" approach;
  - 8.4 acknowledging that the relationship is evolving, not prescribed;
  - 8.5 respecting the independence of the parties and their individual mana, mandates, roles and responsibilities; and
  - 8.6 recognising and acknowledging that the parties benefit from working together by sharing their respective visions, knowledge and expertise.

**Effect**

9. The parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable at law.
10. Resourcing of activities under this Letter will be within existing resource limits and align with the Government priorities of the day.
11. Taranaki Iwi acknowledges that all agreements and commitments contained in this Letter are subject to legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

**Development of Work Plans**

12. Within 12 months of the signing of this document each of the Crown parties will confirm joint work plans with Te Kāhui o Taranaki Trust in relation to matters consistent with the purpose of this Letter. The work plans may:
- 12.1 provide the detail of the commitments agreed by Taranaki Iwi and each respective Crown party;
  - 12.2 set out a timetable and milestones for delivering on any agreed commitments;
  - 12.3 provide for progress monitoring between the parties twice a year;
  - 12.4 confirm the responsibilities for the various parties in meeting the agreed commitments;
  - 12.5 identify a process for resolving any issues or disputes;
  - 12.6 identify key contact persons for the parties;

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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT  
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12.7 provide for mutually agreed outcomes; and

12.8 provide for the work plans to be reviewed at the annual meeting.

13. Final topics for the work plans will be mutually agreed by Taranaki Iwi and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the parties.

**Work Plan Topics**

***Work Plan Topics Shared by all Parties***

14. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below:

14.1 Collaborative Care and Management of Taranaki Iwi taonga held by Crown parties:

- (a) To provide access, advice and guidance on taonga and cultural heritage issues.
- (b) To work collaboratively with Taranaki iwi, as far as reasonably practicable, to develop and maintain inventories for Taranaki Iwi taonga.
- (c) To work collaboratively with Taranaki Iwi to research Taranaki Iwi taonga.
- (d) To work with Taranaki Iwi to develop metadata for Taranaki Iwi taonga.
- (e) To work collaboratively with Taranaki Iwi on taonga care, management, and storage.
- (f) To develop mutually beneficial research projects that enhance the understanding of Taranaki Iwi taonga and Taranaki Iwi culture.

14.2 Sharing knowledge and expertise associated with Taranaki Iwi cultural heritage:

- (a) To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.
- (b) To share information on database use and research methodologies specific to, or that can be applied towards, Taranaki Iwi taonga.
- (c) To work together on exhibition planning processes and related activities specific to Taranaki Iwi taonga.
- (d) To seek advice from Taranaki Iwi regarding specific policy and tikanga guidance as it relates to Taranaki Iwi taonga.

14.3 Opportunities for increased learning and capacity building relating to Taranaki Iwi taonga held by Taranaki Iwi through:

- (a) Conservation and training in taonga preservation.
- (b) Collection management systems.



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- (c) Digitisation initiatives.
- (d) Training and development, with possible internships.

***Work Plan Topics Specific to Crown Parties***

15. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand function

15.1 Collaborative Care and Management of Taonga:

- (a) To work with Taranaki Iwi to develop processes to record what material relating to Taranaki Iwi taonga is being accessed from the collections.
- (b) To work with Taranaki Iwi to develop protocols concerning use of and access to material relating to Taranaki Iwi taonga.
- (c) To work with Taranaki Iwi to develop exhibition opportunities relating to Taranaki Iwi taonga.
- (d) To provide Taranaki Iwi the opportunity to share their matauranga regarding key activities and events at National Library.

15.2 Sharing knowledge and expertise associated with Taranaki Iwi taonga:

- (a) To share knowledge and expertise on Taranaki Iwi taonga held overseas.
- (b) To broker relationships with New Zealand and international libraries and heritage organisations.

Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function

15.3 Collaborative Care and Management of Taonga:

- (a) To work with Taranaki Iwi to develop processes to record what material relating to Taranaki Iwi taonga is being accessed from the collections.
- (b) To work with Taranaki Iwi to develop protocols concerning use of and access to materials relating to Taranaki Iwi taonga.
- (c) To consult with Taranaki Iwi regarding, and provide Taranaki Iwi with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Taranaki Iwi taonga that is superfluous to the needs of Archives New Zealand.
- (d) To develop a process to provide information to Taranaki Iwi on the type of research being conducted when Taranaki Iwi taonga is being accessed.

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15.4 Monitoring delivery of service

- (a) To develop processes to monitor the effectiveness of the relationship with and services to Taranaki Iwi in achieving outcomes mutually agreed in the work plans.

15.5 Analysis and reporting:

- (a) To prepare and prioritise a list of key questions to ask regularly in written reports to Taranaki Iwi which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

15.6 Advice for public offices and local authorities on access to Taranaki Iwi taonga:

- (a) To consult with Taranaki Iwi, and advise public offices and local authorities on best practice in making access decisions for access to Taranaki Iwi taonga held as public archives and local authority archives.

Work Plan Topics Particular to Te Papa

15.7 To work with Taranaki Iwi consistent with the principle of Mana Taonga which:

- (a) recognises the whakapapa relationships that exist between taonga and their descendant kin communities (iwi, hapū, whānau);
- (b) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa's collections a special connection to the marae - Rongomaraeroa; and
- (c) shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

15.8 Collaborative Care and Management of Taonga:

- (a) To maintain an inventory of Taranaki Iwi taonga held at Te Papa.
- (b) To work with Taranaki Iwi to develop exhibition opportunities.
- (c) To provide opportunities to promote Taranaki Iwi artists at Te Papa.

15.9 To provide Taranaki Iwi the opportunity to share their matauranga regarding key activities, processes and events at Te Papa.

- (a) To recognise Te Kāhui o Taranaki Trust as an iwi authority for Taranaki Iwi in relation to taonga issues, notwithstanding taonga management agreements that may already be in place.
- (b) To work with Taranaki Iwi regarding, and provide Taranaki Iwi with the opportunity to acquire, Taranaki Iwi taonga that may be deaccessioned by Te Papa.

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15.10 Sharing knowledge and expertise associated with Taranaki Iwi cultural heritage kaupapa including:

- (a) Legislation (e.g. the Protected Objects Act) museum policies and practices.
- (b) Visitor Market Research & Evaluation methodology and data.
- (c) Taranaki Iwi taonga held overseas.
- (d) To actively facilitate Taranaki Iwi relationships with New Zealand and international museums, galleries and heritage organisations.
- (e) To actively facilitate opportunities for access and reconnection of Taranaki Iwi taonga through the relationships stated in 16.3(d).

**Te Papa: Future Aspirations**

16. In the future, Te Papa and Taranaki Iwi will work together on:

- (a) New Zealand Museum Standards Scheme.
- (b) Commercial Initiatives - publications.
- (c) Exhibition initiatives.
- (d) Contributing to a central portal - web links.

**Ongoing Relationships**

17. The parties agree to meet annually (hui of the parties), for the purpose of reviewing and regulating this Letter, at a date to be mutually agreed.

18. The inaugural hui of the parties will be held within 12 months of the signing of the document.

19. The parties will jointly take responsibility for confirming the annual hui and hui agenda.

20. Each party will meet its own cost of attending the annual hui.

**Communication**

21. The parties commit to:

21.1 maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;

21.2 as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;

21.3 as far as reasonably practicable, train relevant employees of the parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;

21.4 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and

21.5 include a copy of the Letter on the Crown parties' websites.

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**Changes to Policy and Legislation Affecting this Letter**

22. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with Te Kāhui o Taranaki Trust on legislative and policy development or review which potentially affects Taranaki Iwi taonga and provide for opportunities for Te Kāhui o Taranaki Trust to contribute to such developments.
23. If any of the Crown parties consults with the public or with Maori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown Party shall:
- 23.1 notify Te Kāhui o Taranaki Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
- 23.2 make available to Te Kāhui o Taranaki Trust the information provided to Maori as part of the consultation process referred to in this paragraph; and
- 23.3 advise Te Kāhui o Taranaki Trust of the final outcome of any such consultation.

**Dispute Resolution**

24. In the event that the parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between Taranaki Iwi and the Chief Executive or relevant Minister for the Crown party (or, in the case of Te Papa, the Chairperson of the Board) with any party giving at least one month's notice of request for a meeting.

**Review Provision**

25. This Letter will be reviewed by the parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the annual hui of the parties, to ensure that the commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.
26. The parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

**Definitions**

- |                           |  |
|---------------------------|--|
| <b>"Letter"</b>           | means Letter of Commitment   |
| <b>"Crown Parties"</b>    | The Crown agencies responsible for the National Library and Archives New Zealand, and Te Papa are for the purposes of this Letter of Commitment referred to as the "Crown parties". A summary of the role and functions of each of the parties is provided in Annex A. |
| <b>"National Library"</b> | includes the Alexander Turnbull Library.   |

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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT  
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- "Taonga"** Taonga includes but is not limited to artefacts, heirlooms, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images.
- "Inventories"** means list of information.
- "Deaccessioned"** the permanent removal of an item from the collections of Te Papa.

**Tokatumoana Walden**  
Chairperson  
Te Kāhui o Taranaki Trust

Date:

**Colin MacDonald**  
Chief Executive  
Department of Internal Affairs  
Te Tari Taiwhenua

Date:

**Arapata Hakiwai**  
Kaihautū  
Museum of New Zealand Te Papa Tongarewa

Date:

**Rick Ellis**  
Chief Executive  
Museum of New Zealand Te Papa Tongarewa

Date:

4. LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND  
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**ANNEX A: Summary of the Role and Functions of each of the Parties to this Letter of  
Commitment**

Taranaki Iwi

***Background***

1. The Taranaki iwi Trust was established by a Deed of Trust on 3 September 2006 to act as the Mandated Iwi Organisation for Taranaki Iwi for the purposes of the Māori Fisheries Act 2004 and to act as the Iwi Aquaculture Organisation for the purpose of the Māori Commercial Aquaculture Claims Settlement Act 2004.
2. On 26 February 2010 the Crown recognised the Deed of Mandate of the Taranaki Iwi Trust to enter into settlement negotiations for Taranaki Iwi's historical Treaty of Waitangi claims, and on 17 March 2010 the Crown and Taranaki Iwi signed Terms of Negotiation.
3. On 22 December 2012 Taranaki Iwi Trust signed a Letter of Agreement with the Crown, recording the intentions of Taranaki Iwi and the Crown in negotiating a Deed of Settlement for Taranaki Iwi.
4. The Deed of Settlement, to settle Taranaki Iwi's historical Treaty of Waitangi claims required Taranaki Iwi to establish and have ratified a post settlement governance entity to receive settlement redress from the Crown.
5. In June 2013 Te Kāhui o Taranaki became the post settlement governance entity to receive settlement redress from the Crown. The establishment of Te Kāhui o Taranaki was approved by a majority 93.26% of the valid votes cast by adult registered members of the Taranaki Iwi Trust.
6. The Charter of Te Kāhui o Taranaki enables the entity to act as the Mandated Iwi Organisation for Taranaki Iwi for the purposes of the Māori Fisheries Act 2004 and to act as the Iwi Aquaculture Organisation for the purpose of the Māori Commercial Aquaculture Claims Settlement Act 2004.

***Purpose***

7. The purposes for which Te Kāhui o Taranaki was established is to receive, administer, manage, protect and govern Te Kāhui o Taranaki Assets on behalf of and for the benefit of the beneficiaries of Taranaki Iwi in accordance with the Charter.

***Principles***

8. Te Kāhui o Taranaki is guided by the following principles:
  - (a) Te Kāhui o Taranaki is to act in the interests of all Taranaki Iwi - Ngā Uri o Taranaki Iwi;
  - (b) Profits of Te Kāhui o Taranaki are to be used for the benefit of Taranaki Iwi;
  - (c) Te reo ake o Taranaki Iwi me ōna tikanga are to be fostered;
  - (d) Te Kāhui o Taranaki will develop relationships with marae/pā and hapū;

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AND REVITALISATION OF, AND ACCESS TO, TARANAKI IWI TAONGA**

- (e) The Trustees are to act in accordance with the relevant Taranaki Iwi tikanga to achieve the best possible standards of stewardship and business practice;
- (f) Beneficial Members must be Taranaki Iwi; and
- (g) Trustees must be Adult Registered Members of Taranaki Iwi.

***Rohe/Area of Interest***

9. The written description of the Taranaki Iwi rohe whenua is referenced back to the writings of Taranaki Iwi ancestors:

Ko Onukutaipari tooku pikitanga ki te pou o Okurukuru,  
Okurukuru ki te Whakangerengere,  
Te Whakangerengere ki Te Tahuna o Tuutawa,  
Te Tahuna o Tuutawa ki Panitahi,  
Panitahi ki te maataapuna o Ouri,  
Ouri ki Ohounuku ki te muriwai raa o Raawa o Turi  
Raawa o Turi ki te pou o Matirawhati

*Ōnukutaipari is the ascent to the pole of Okurukuru  
from Okurukuru to Te Whakangerengere  
from Te Whakangerengere to Te Tahuna o Tūtawa  
from Te Tahuna o Tūtawa to Panitahi  
from Panitahi to the headwaters of Ouri  
from the source of the Ouri to its mouth at Ohounuku  
over to the confluence of the Rāwa o Turi  
to the pillar of Matirawhati*

10. A map of the Taranaki Iwi Area of Interest is at Part 1 of the Attachments to the Deed of Settlement.

**Department of Internal Affairs (Te Tari Taiwhenua)**

11. The Department of Internal Affairs (the Department) is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
12. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to several Ministers administering one Vote across multiple portfolios. Our portfolios currently include Internal Affairs, Ministerial Services, Ethnic Affairs, Racing, Local Government, the Community and Voluntary sector including the Office for the Community and Voluntary Sector, National Library, Archives New Zealand and the Government Chief Information Office.
13. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
14. The Department:
- (a) provides direct services to people, communities and government;

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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT  
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- (b) provides policy advice to government;
  - (c) regulates peoples activity, encourages compliance and enforces the law;
  - (d) monitors performance; and
  - (e) currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
15. On 1 February 2011, following the integration of the National Library and Archives New Zealand into the Department of Internal Affairs, the National Library and Archives New Zealand will cease to be departments in their own right.
16. The Chief Executive of the Department is responsible and accountable for the implementation of the commitments set out in, this Letter. The Chief Executive will also have an important role in managing the overall relationship with Taranaki Iwi.

***National Library of New Zealand (Te Puna Matauranga o Aotearoa)***

17. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Matauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
- (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga; and
  - (b) supplementing and furthering the work of other libraries in New Zealand; and
  - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
18. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga; and
  - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
  - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

***Archives New Zealand (Te Rua Mahara o te Kawanatanga)***

19. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
20. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for



**TARANAKI IWI DEED OF SETTLEMENT:  
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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT  
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information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Taranaki Iwi. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.

21. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū, and community records. Archives New Zealand endeavours to improve access by Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
22. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of same.
23. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
24. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

***The Museum of New Zealand Te Papa Tongarewa (Te Papa)***

25. The Museum of New Zealand Te Papa Tongarewa, also known as Te Papa, was established by statute in 1992, replacing the former National Museum and National Art Gallery. Its purpose, as stated in the Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand the past, enrich the present and meet the challenges of the future".
26. The Museum of New Zealand Te Papa Tongarewa Act defines Te Papa's functions as to:
  - (a) collect works of art and items relating to history and the natural environment;
  - (b) be an accessible national depository for collections of art and items relating to history and the natural environment;
  - (c) develop, conserve and house securely the collections of art and items relating to history and the natural environment;
  - (d) exhibit, or make available for exhibition by other public art galleries, museums, and allied organisations, such material from its collections as the Board determines;
  - (e) conduct research into matters relating to the collections or associated areas of interest and to assist others in such research;

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- (f) provide an education service in connection with its collections;
- (g) disseminate information relating to its collections, and to any other matters relating to the Museum and its functions;
- (h) co-operate with and assist other New Zealand museums in establishing a national service, and in providing appropriate support to other institutions and organisations holding objects or collections of national importance;
- (i) co-operate with other institutions and organisations having objectives similar to those of Te Papa;
- (j) make best use of the collections in the national interest; and
- (k) design, construct and commission any building or structure required by the Museum.

27. In performing its functions Te Papa must:

- (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
- (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European and other major traditions and cultural heritages and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity; and
- (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

**Core Values**

28. Te Papa is guided by the following core values:

- (a) Kaitiakitanga as guardian of the nation's collections;
- (b) Manaakitanga in caring for our communities;
- (c) Mātauranga through seeking and sharing knowledge and learning;
- (d) Whānaungatanga in caring for each other; and
- (e) Hiranga in aspiring to excellence.

**Strategic Direction**

29. Te Papa's vision for the future is e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri oranga ana - changing lives. The Museum's role is to act as a forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.

30. At the heart of Te Papa's vision and long-term strategy are the philosophies of, Mana Taonga, Museology and Learning.

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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT  
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**Mana Taonga**

31. Mana Taonga encapsulates the relationship between people, taonga and narratives. It enables Te Papa to design and disseminate models of collaboration and co-creation that shares authority and control with iwi, whilst recognising, embracing and representing the changing demographics of Aotearoa New Zealand.

**Museology**

32. Te Papa works in collaboration with communities and individuals to deliver experiences that are current, fast moving, impactful, meaningful and relevant nationally and globally.

**Learning**

33. Te Papa encourages experimentation that allows us to try new ideas and generate new knowledge, upon which we reflect and adapt our beliefs and actions, change behaviours and enhance our performance.
34. The aim is that all experiences in Te Papa engage and inspire people, and help them to learn how they can have a positive impact on Aotearoa New Zealand and the world.
35. In developing the vision and long-term strategy, Te Papa recognises that it is operating in a dynamic and diverse country. All Te Papa's activities are informed by an awareness of the value and significance of Tangata Whenua and all other peoples who have made Aotearoa New Zealand home.
36. The strategic priorities outlined below present the greatest opportunity for effecting change. They also identify how Te Papa itself will develop and change in order to achieve its vision.

***Strategic priorities***

37. Te Papa is in the process of developing new strategic priorities that will align to Te Papa's vision and the principles outlined above.

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**5. ENCUMBRANCES**

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**5.1 OPUNAKE SITE A: EASEMENT IN GROSS FOR A RIGHT TO DRAIN  
STORMWATER**

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**5.1: OPUNAKE SITE A: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER**

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

**[INSERT NAMES OF TRUSTEES OF TE KĀHUI O TARANAKI TRUST]**

**Grantee**

**SOUTH TARANAKI DISTRICT COUNCIL**

**Grant of Easement or *Profit à prendre* or Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to drain and convey stormwater	Shown 'A' on the diagram attached (subject to survey)	Section 10 Block XLVI Town of Opunake (TN 118/221)	In gross

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are **varied** by the provisions set out the Annexure Schedule.

5.1: OPUNAKE SITE A: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER

**ANNEXURE SCHEDULE**

**1. DEFINITIONS**

"**Drain Stormwater**" means rain, spring, soakage or seepage and includes water accumulated on other land and from any public land or street;

"**Easement Facility**" means any pipes, conduits, open drains, open channels, pumps, tanks (with or without headwalls), manholes, valves, surface boxes and other equipment suitable for that purpose (whether above or under the ground), as at the date of this instrument;

"**Grantee**" means the person shown as grantee on the first page of this Instrument and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees (provided that invitees shall not include members of the public);

"**Grantor**" means the person named as grantor on the first page of this Instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees;

"**Servient Land**" means the servient tenement described in Schedule A of this Instrument; and

"**Stipulated Course**" means the area shown 'A' on the diagram attached.

**2. GRANT OF DRAINAGE EASEMENT**

2.1 **Rights to Drain and Convey Stormwater:** The Grantor grants to the Grantee as an easement in gross in perpetuity the right to drain and convey stormwater without obstruction and in any quantity through the Easement Facility via the existing closed conduits now laid through the Stipulated Course and to discharge the stormwater and water beyond the Servient Land.

2.2 The Grantee also has the right, subject to clause 3, to enter the Stipulated Course and any other parts of the Servient Land as are reasonable to carry out the following work:

(a) to inspect, maintain, repair, dig up, alter, upgrade, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger diameter); and

(b) to do anything else in the full exercise of the rights in this Instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment, and vehicles but, for the avoidance of doubt, the rights granted under this Instrument do not include a right to locate or construct any open channel on the Servient Land.

2.3 The Grantee may leave any vehicles or equipment on the Servient Land for a reasonable period of time if work is being carried out on or in connection with the Easement Facility.

2.4 The Grantee will ensure that any work it performs is carried out in a proper and workmanlike manner.

**TARANAKI IWI DEED OF SETTLEMENT:  
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**5.1: OPUNAKE SITE A: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER**

- 2.5 The Grantee will not be liable for, or pay any compensation for any damage to any improvements such as fences, structures, paving, surfacing, tree, shrub or plants etc, that have extended or encroached upon the Stipulated Course if such damage arises due to a breach of the Grantor's obligations in clause 4 of this Instrument.
- 2.6 The Grantee has no obligation to drain and convey stormwater through the Easement Facility via any mix of closed conduits through the Servient Land continuously or at all.

**3. ACCESS**

- 3.1 The Grantee's right of access in clause 2.2 may only be exercised on giving reasonable notice to the Grantor, except in an emergency.
- 3.2 When obtaining access to the Stipulated Course, the Grantee must:
- (a) so far as is practicable, use existing driveways and other areas suitable for access;
  - (b) in exercise of the powers hereby granted, endeavour to take reasonable and proper care not to damage the Servient Land or any property of the Grantor;
  - (c) reinstate the surface of the Servient Land to the same condition as soon as possible after any works have been completed, and resurface it if necessary with appropriate materials; and
  - (d) repair any fences or other improvements and replace any trees, shrubs and plants which have been destroyed or severely damaged on the Servient Land by the Grantee while accessing the Stipulated Course.

**4. GRANTOR'S OBLIGATIONS**

- 4.1 The Grantor may not:
- (a) plant any trees, shrubs or other vegetation or erect or establish any structure or surfacing whatsoever (excluding approved standard pathways, driveways and boundary fences that may cross over the Stipulated Course or Easement Facility for a short length) on any part of the Stipulated Course, or do any act or acts which:
    - (i) in the opinion of the Grantee interfere with the Grantee's rights under this Instrument; or
    - (ii) endanger or cause nuisance to the Grantee's operations or works or employees, agents or contractors in the course of their duties under this Instrument; or
    - (iii) transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Stipulated Course; or
    - (iv) change the existing surface levels of the Stipulated Course except with the Grantee's prior written approval; or
    - (v) cause or allow any damage to occur to the Easement Facility; or



**TARANAKI IWI DEED OF SETTLEMENT:  
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**5.1: OPUNAKE SITE A: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER**

- (vi) do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Instrument.

**5. MAINTENANCE**

The Grantee shall maintain the Easement Facility in the Stipulated Course so that it does not become a nuisance or a danger, including maintaining the growth of any trees, shrubs or vegetation over the Stipulated Course.

**6. NO POWER TO TERMINATE**

There is no implied power in this Instrument for the Grantor to terminate the rights granted under this Instrument due to the Grantee breaching any term of this Instrument or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

**7. STATUTORY RIGHTS**

The easement rights in this Instrument vary those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Instrument does not affect any statutory powers which the Grantee may have.

**8. DISPUTES**

If any dispute arises between the Grantor and Grantee about the rights in this Instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties and, if they cannot agree on one within 14 days, by the President for the time being of the New Zealand Law Society. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this Instrument is to be treated as a submission to arbitration.

**9. GRANTEE'S RIGHTS AND OBLIGATIONS**

- 9.1 The Grantee may exercise and enjoy with regard to this instrument all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing contained in this Instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.
- 9.2 Any installations laid by the Grantee on the Easement Facility shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.
- 9.3 The Grantee may assign, transfer or licence all or any part of its interest in this Instrument or part thereof, provided it has first obtained the written consent of the Grantor.

**5.1: OPUNAKE SITE A: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER**

**10. INDEMNITY**

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this Instrument.

**11. NOTICES**

Any notice required to be given under this Instrument shall be in writing and shall be deemed sufficiently served if sent by any of the following means:

- (a) by delivering it personally or sending it by prepaid post to the recipient's last known address in New Zealand or in the case of a body corporate, its registered office;
- (b) by sending it to the facsimile number as advised by the recipient to the notifying party; or
- (c) by sending it to the email address as advised by the recipient to the notifying party.

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**5.2 OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN  
STORMWATER**

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**5.2: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER**

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

**[INSERT NAMES OF TRUSTEES OF TE KĀHUI O TARANAKI TRUST]**

**Grantee**

**SOUTH TARANAKI DISTRICT COUNCIL**

**Grant of Easement or *Profit à prendre* or Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to drain and convey stormwater	Shown 'A' and 'B' on the diagram attached (subject to survey)	[Parts Section 1 Opunake Suburban. Part <i>Gazette</i> 1871 p 208 (subject to survey)]	In gross

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are **varied** by the provisions set out the Annexure Schedule.

5.2: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER

ANNEXURE SCHEDULE

1. DEFINITIONS

"**Drain Stormwater**" means rain, spring, soakage or seepage and includes water accumulated on other land and from any public land or street;

"**Easement Facility**" means any pipes, conduits, open drains, open channels, pumps, tanks (with or without headwalls), manholes, valves, surface boxes and other equipment suitable for that purpose (whether above or under the ground), as at the date of this Instrument;

"**Grantee**" means the person shown as grantee on the first page of this Instrument and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees (provided that invitees shall not include members of the public);

"**Grantor**" means the person named as grantor on the first page of this Instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees;

"**Servient Land**" means the servient tenement described in Schedule A of this Instrument; and

"**Stipulated Course**" means the areas shown 'A' and 'B' on the diagram attached.

2. GRANT OF DRAINAGE EASEMENT

- 2.1 **Rights to Drain and Convey Stormwater:** The Grantor grants to the Grantee as an easement in gross in perpetuity the right to drain and convey stormwater without obstruction and in any quantity through the Easement Facility via the existing closed conduits now laid through the Stipulated Course and to discharge the stormwater and water beyond the Servient Land.
- 2.2 The Grantee also has the right, subject to clause 3, to enter the Stipulated Course and any other parts of the Servient Land as are reasonable to carry out the following work:
- (a) to inspect, maintain, repair, dig up, alter, upgrade, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger diameter); and
  - (b) to do anything else in the full exercise of the rights in this Instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment, and vehicles but, for the avoidance of doubt, the rights granted under this instrument do not include a right to locate or construct any open channel on the Servient Land.
- 2.3 The Grantee may leave any vehicles or equipment on the Servient Land for a reasonable period of time if work is being carried out on or in connection with the Easement Facility.
- 2.4 The Grantee will ensure that any work it performs is carried out in a proper and workmanlike manner.

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**5.2: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER**

- 2.5 The Grantee will not be liable for, or pay any compensation for any damage to any improvements such as fences, structures, paving, surfacing, tree, shrub or plants etc, that have extended or encroached upon the Stipulated Course if such damage arises due to a breach of the Grantor's obligations in clause 4 of this Instrument.
- 2.6 The Grantee has no obligation to drain and convey stormwater through the Easement Facility via any mix of closed conduits through the Servient Land continuously or at all.

**3. ACCESS**

- 3.1 The Grantee's right of access in clause 2.2 may only be exercised on giving reasonable notice to the Grantor, except in an emergency.
- 3.2 When obtaining access to the Stipulated Course, the Grantee must:
- (a) so far as is practicable, use existing driveways and other areas suitable for access;
  - (b) in exercise of the powers hereby granted, endeavour to take reasonable and proper care not to damage the Servient Land or any property of the Grantor;
  - (c) reinstate the surface of the Servient Land to the same condition as soon as possible after any works have been completed, and resurface it if necessary with appropriate materials; and
  - (d) repair any fences or other improvements and replace any trees, shrubs and plants which have been destroyed or severely damaged on the Servient Land by the Grantee while accessing the Stipulated Course.

**4. GRANTOR'S OBLIGATIONS**

- 4.1 The Grantor may not:
- (a) plant any trees, shrubs or other vegetation or erect or establish any structure or surfacing whatsoever (excluding approved standard pathways, driveways and boundary fences that may cross over the Stipulated Course or Easement Facility for a short length) on any part of the Stipulated Course, or do any act or acts which:
    - (i) in the opinion of the Grantee interfere with the Grantee's rights under this instrument; or
    - (ii) endanger or cause nuisance to the Grantee's operations or works or employees, agents or contractors in the course of their duties under this Instrument; or
    - (iii) transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Stipulated Course;
    - (iv) change the existing surface levels of the Stipulated Course except with the Grantee's prior written approval;
    - (v) cause or allow any damage to occur to the Easement Facility; or

**5.2: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER**

- (vi) do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Instrument.

**5. MAINTENANCE**

The Grantee shall maintain the Easement Facility in the Stipulated Course so that it does not become a nuisance or a danger, including maintaining the growth of any trees, shrubs or vegetation over the Stipulated Course.

**6. NO POWER TO TERMINATE**

There is no implied power in this Instrument for the Grantor to terminate the rights granted under this Instrument due to the Grantee breaching any term of this Instrument or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

**7. STATUTORY RIGHTS**

The easement rights in this Instrument vary those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Instrument does not affect any statutory powers which the Grantee may have.

**8. DISPUTES**

If any dispute arises between the Grantor and Grantee about the rights in this Instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties and, if they cannot agree on one within 14 days, by the President for the time being of the New Zealand Law Society. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this Instrument is to be treated as a submission to arbitration.

**9. GRANTEE'S RIGHTS AND OBLIGATIONS**

- 9.1 The Grantee may exercise and enjoy with regard to this Instrument all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing contained in this Instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.
- 9.2 Any installations laid by the Grantee on the Easement Facility shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.
- 9.3 The Grantee may assign, transfer or licence all or any part of its interest in this Instrument or part thereof, provided it has first obtained the written consent of the Grantor.



**5.2: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER**

**10. INDEMNITY**

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this Instrument.

**11. NOTICES**

Any notice required to be given under this Instrument shall be in writing and shall be deemed sufficiently served if sent by any of the following means:

- (a) by delivering it personally or sending it by prepaid post to the recipient's last known address in New Zealand or in the case of a body corporate, its registered office;
- (b) by sending it to the facsimile number as advised by the recipient to the notifying party; or
- (c) by sending it to the email address as advised by the recipient to the notifying party.

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

5.2: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN STORMWATER



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**5.3 OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN SEWAGE**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

**5.3: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN SEWAGE**

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

**[INSERT NAMES OF TRUSTEES OF TE KĀHIU O TARANAKI TRUST]**

**Grantee**

**SOUTH TARANAKI DISTRICT COUNCIL**

**Grant of Easement or *Profit à prendre* or Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to drain sewage	Shown 'A' on the diagram attached (subject to survey)	[Parts Section 1 Opunake Suburban. Part Gazette 1871 p 208 (subject to survey)]	In gross

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied by the provisions set out the Annexure Schedule.

5.3: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN SEWAGE

**ANNEXURE SCHEDULE**

**1. DEFINITIONS**

"**Easement Facility**" means any pipes, conduits, open drains, open channels, pumps, tanks (with or without headwalls), manholes, valves, surface boxes and other equipment suitable for that purpose (whether above or under the ground), as at the date of this Instrument;

"**Grantee**" means the person shown as grantee on the first page of this Instrument and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees (provided that invitees shall not include members of the public);

"**Grantor**" means the person named as grantor on the first page of this Instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees;

"**Servient Land**" means the servient tenement described in Schedule A of this Instrument; and

"**Stipulated Course**" means the area shown 'A' on the diagram attached.

**2. GRANT OF DRAINAGE EASEMENT**

2.1 **Right to Drain Sewage:** The Grantor grants to the Grantee as an easement in gross in perpetuity the right to drain and convey sewage and other waste material and waste fluid without obstruction and in any quantity through the Easement Facility now laid through the Stipulated Course and to discharge it into the public sewer beyond the Servient Land.

2.2 The Grantee also has the right, subject to clause 3, to enter the Stipulated Course and any other parts of the Servient Land as are reasonable to carry out the following work:

(a) to inspect, maintain, repair, dig up, alter, upgrade, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger diameter); and

(b) to do anything else in the full exercise of the rights in this instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment, and vehicles but, for the avoidance of doubt, the rights granted under this Instrument do not include a right to locate or construct any open channel on the Servient Land.

2.3 The Grantee may leave any vehicles or equipment on the Servient Land for a reasonable period of time if work is being carried out on or in connection with the Easement Facility.

2.4 The Grantee will ensure that any work it performs is carried out in a proper and workmanlike manner.

2.5 The Grantee will not be liable for, or pay any compensation for any damage to any improvements such as fences, structures, paving, surfacing, tree, shrub or plants etc,

**5.3: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN SEWAGE**

that have extended or encroached upon the Stipulated Course if such damage arises due to a breach of the Grantor's obligations in clause 4 of this Instrument.

- 2.6 The Grantee has no obligation to drain and convey sewage through the Easement Facility via any mix of closed conduits through the Servient Land continuously or at all.

**3. ACCESS**

- 3.1 The Grantee's right of access in clause 2.2 may only be exercised on giving reasonable notice to the Grantor, except in an emergency.

- 3.2 When obtaining access to the Stipulated Course, the Grantee must:

- (a) so far as is practicable, use existing driveways and other areas suitable for access;
- (b) in exercise of the powers hereby granted, endeavour to take reasonable and proper care not to damage the Servient Land or any property of the Grantor;
- (c) reinstate the surface of the Servient Land to the same condition as soon as possible after any works have been completed, and resurface it if necessary with appropriate materials; and
- (d) repair any fences or other improvements and replace any trees, shrubs and plants which have been destroyed or severely damaged on the Servient Land by the Grantee while accessing the Stipulated Course.

**4. GRANTOR'S OBLIGATIONS**

- 4.1 The Grantor may not:

- (a) plant any trees, shrubs or other vegetation or erect or establish any structure or surfacing whatsoever (excluding approved standard pathways, driveways and boundary fences that may cross over the Stipulated Course or Easement Facility for a short length) on any part of the Stipulated Course, or do any act or acts which:
  - (i) in the opinion of the Grantee interfere with the Grantee's rights under this Instrument; or
  - (ii) endanger or cause nuisance to the Grantee's operations or works or employees, agents or contractors in the course of their duties under this Instrument; or
  - (iii) transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Stipulated Course;
  - (iv) change the existing surface levels of the Stipulated Course except with the Grantee's prior written approval;
  - (v) cause or allow any damage to occur to the Easement Facility; or

**5.3: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN SEWAGE**

- (vi) do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Instrument.

**5. MAINTENANCE**

The Grantee shall maintain the Easement Facility in the Stipulated Course so that it does not become a nuisance or a danger, including maintaining the growth of any trees, shrubs or vegetation over the Stipulated Course.

**6. NO POWER TO TERMINATE**

There is no implied power in this Instrument for the Grantor to terminate the rights granted under this Instrument due to the Grantee breaching any term of this Instrument or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

**7. STATUTORY RIGHTS**

The easement rights in this Instrument vary those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Instrument does not affect any statutory powers which the Grantee may have.

**8. DISPUTES**

if any dispute arises between the Grantor and Grantee about the rights in this Instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties and, if they cannot agree on one within 14 days, by the President for the time being of the New Zealand Law Society. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this Instrument is to be treated as a submission to arbitration.

**9. GRANTEE'S RIGHTS AND OBLIGATIONS**

- 9.1 The Grantee may exercise and enjoy with regard to this Instrument all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing contained in this Instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.
- 9.2 Any installations laid by the Grantee on the Easement Facility shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.
- 9.3 The Grantee may assign, transfer or licence all or any part of its interest in this Instrument or part thereof, provided it has first obtained the written consent of the Grantor.

5.3: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN SEWAGE

**10. INDEMNITY**

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this Instrument.

**11. NOTICES**

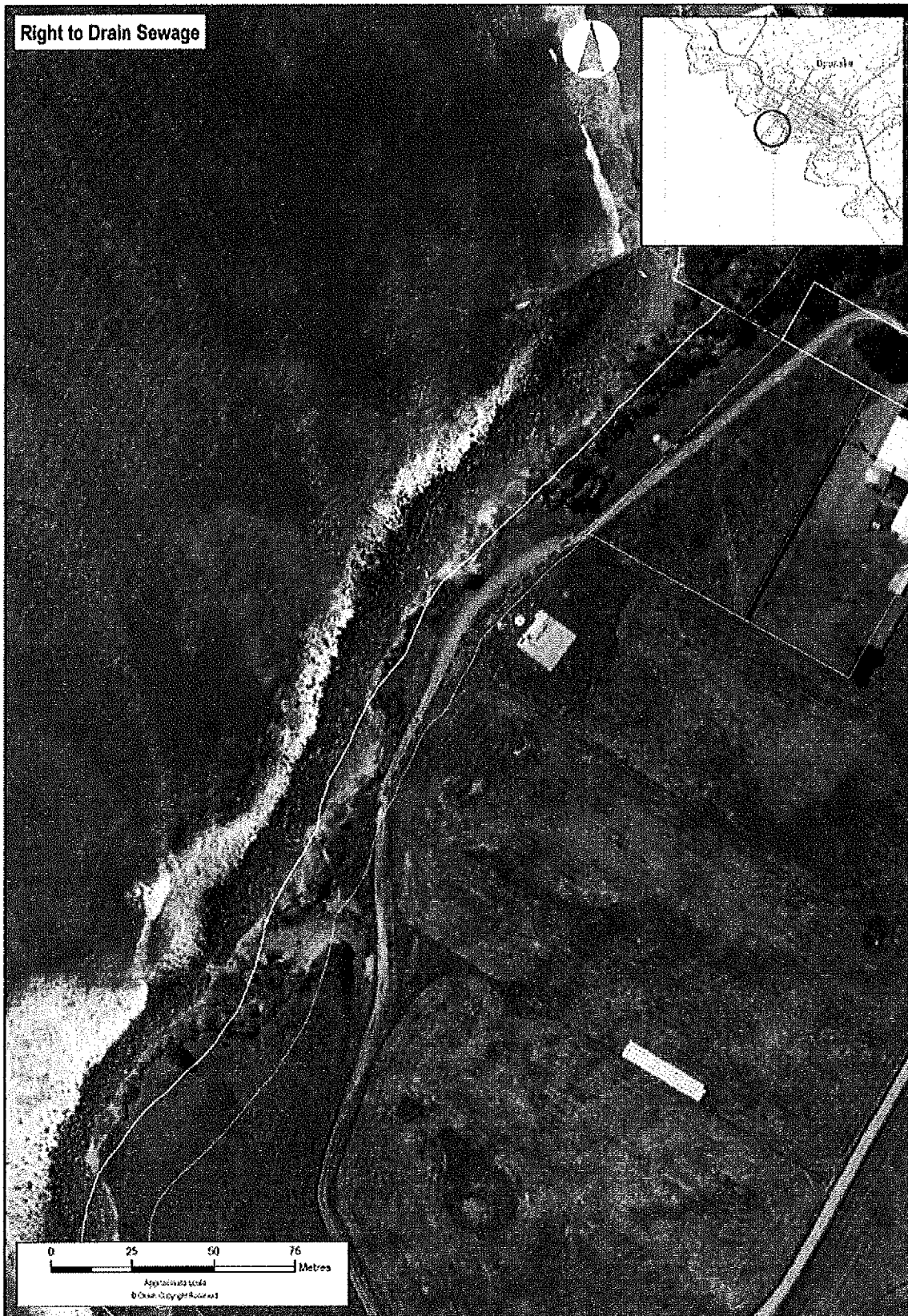
Any notice required to be given under this Instrument shall be in writing and shall be deemed sufficiently served if sent by any of the following means:

- (a) by delivering it personally or sending by prepaid post to the recipient's last known address in New Zealand or in the case of a body corporate, its registered office;
- (b) by sending it to the facsimile number as advised by the recipient to the notifying party; or
- (c) by sending it to the email address as advised by the recipient to the notifying party.



TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

5.3: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT TO DRAIN SEWAGE



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**5.4 OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

**5.4: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

**[INSERT NAMES OF TRUSTEES OF TE KĀHUI O TARANAKI TRUST]**

**Grantee**

**SOUTH TARANAKI DISTRICT COUNCIL**

**Grant of easement or *profit à prendre* or creation of covenant**

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way	[Coloured red and shown 'A', 'B', 'C' and 'D' on the diagram attached (subject to survey)]	[Parts Section 1 Opunake Suburban. Part Gazette 1871, p 208. (Subject to survey).]	In gross

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are **varied** by the provisions set out the Annexure Schedule.

5.4: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY

ANNEXURE SCHEDULE

1. DEFINITIONS

"Easement" means this easement instrument;

"Easement Area" means that part of the Servient Land over which the right of way under this Easement is granted, coloured red and shown 'A', 'B', 'C' and 'D' on the diagram attached (subject to survey);

"Grantee" means the person shown as grantee on the first page of this Easement and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees of the Grantee (provided that invitees shall not include members of the public);

"Grantor" means the person named as grantor on the first page of this Easement and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees; and

"Servient Land" means the servient tenement described in Schedule A of this Easement.

2. GRANT OF RIGHT OF WAY EASEMENT

2.1 The Grantor grants to the Grantee as an easement in perpetuity a right of way in gross over and along the Easement Area.

2.2 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

2.3 Where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area, the Grantee may proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.

2.4 The right of way includes:

(a) the right to establish a walking track for use by the public on the Easement Area, to repair and maintain any existing walking track on the Easement Area, to repair, maintain, replace or remove the existing viewing platform on the Easement Area and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted;

(b) the right to have the Easement Area kept clear at all times of obstructions (whether caused by deposit of materials, or unreasonable impediment) to the use and enjoyment of the walking track and viewing platform;

(c) the right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Servient Land; and

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**5.4: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

- (d) the right for the Grantee to erect and display notices on the Easement Area or with the Grantor's prior consent on the Servient Land.

2.5 The right of way does not confer on the public the right to camp on the Easement Area without the prior consent of the Grantor.

**3. GRANTOR'S OBLIGATIONS**

3.1 The Grantor may not:

- (a) plant any trees, shrubs or other vegetation or erect or establish any structure or surfacing whatsoever) on any part of the Easement Area, or do any act or acts which:
  - (i) in the opinion of the Grantee interfere with the Grantee's rights under this Easement; or
  - (ii) endanger or cause nuisance to the Grantee's operations or works or employees, agents or contractors in the course of their duties under this Easement; or
  - (iii) transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Easement Area;
  - (iv) change the existing surface levels of the Easement Area except with the Grantee's prior written approval;
  - (v) cause or allow any damage to occur to the Easement Area; or
  - (vi) do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Easement.

**4. MAINTENANCE**

4.1 The Grantee will be responsible for the repair and maintenance of the walking track and any of its structures on the Easement Area, and at all times shall keep them in good condition and to a standard suitable for its intended purpose.

4.2 The Grantee will meet any associated requirements of the relevant local authority.

4.3 The Grantee will promptly repair all damage that may be caused by the Grantee's negligent or improper exercise of any right or power conferred on it under this Easement.

4.4 The Grantor will promptly repair at its cost all damage caused to the walking track or the Grantee's structures located on the Easement Area through its negligence or improper actions or omissions.

**5.4: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

**5. RIGHTS OF ENTRY**

- 5.1 For the purpose of fulfilling any obligation under this Easement, or in the exercise of any rights conferred or implied under this Easement, the Grantee may:
- (a) enter the Servient Land by a reasonable route and with all necessary tools, vehicles and equipment; and
  - (b) remain on the Servient Land for a reasonable time; and
  - (c) leave any vehicles or equipment on the Servient Land for a reasonable time.
- 5.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Servient Land or to the Grantor.
- 5.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 5.4 The Grantee must ensure that all work is completed promptly.
- 5.5 The Grantee must immediately make good any damage done to the Servient Land by restoring the surface of the land as nearly as possible to its former condition.
- 5.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Servient Land.
- 5.7 The Grantee will comply with the provisions of all statutes, ordinances, regulations and by-laws issued, made or given by any competent authority in any way relating to its use of the Easement Area and the rights granted under this Easement, including (without limitation) the Health and Safety in Employment Act 1992, the Building Act 2004 and the Resource Management Act 1991.

**6. NO POWER TO TERMINATE**

There is no implied power in this Easement for the Grantor to terminate the rights granted under this Easement due to the Grantee breaching any term of this Easement or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

**7. STATUTORY RIGHTS**

The easement rights in this Easement vary those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Easement does not affect any statutory powers which the Grantee may have.

**8. DISPUTES**

If any dispute arises between the Grantor and Grantee about the rights in this Easement which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties and, if they cannot agree on one within 14 days, by the President for the time being of the New Zealand Law Society. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or

**TARANAKI IWI DEED OF SETTLEMENT:  
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**5.4: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

any statute which replaces it. The parties' execution of this Easement is to be treated as a submission to arbitration.

**9. GRANTEE'S RIGHTS AND OBLIGATIONS**

- 9.1 The Grantee may exercise and enjoy with regard to this Easement all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing contained in this Easement shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.
- 9.2 Any installations laid by the Grantee on the Easement Area shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.
- 9.3 The Grantee may assign, transfer or licence all or any part of its interest in this Easement or part thereof, provided it has first obtained the written consent of the Grantor.

**10. INDEMNITY**

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of either the Grantee's exercise of any of its rights granted under this Easement, or its failure to meet any of its obligations under this Easement.

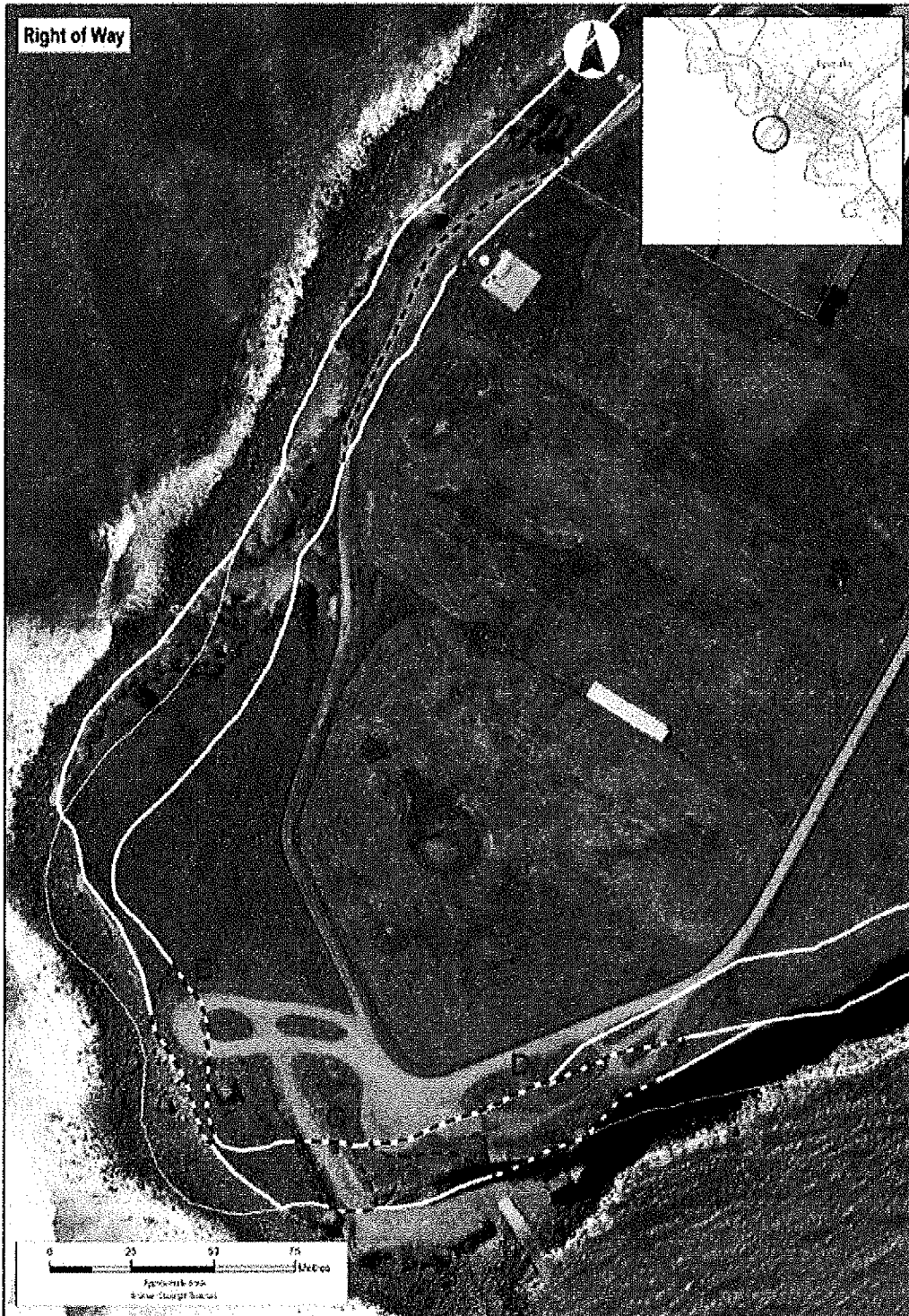
**11. NOTICES**

Any notice required to be given under this Easement shall be in writing and shall be deemed sufficiently served if sent by any of the following means:

- (a) by delivering it personally or sending it by prepaid post to the recipient's last known address in New Zealand or in the case of a body corporate, its registered office;
- (b) by sending it to the facsimile number as advised by the recipient to the notifying party; or
- (c) by sending it to the email address as advised by the recipient to the notifying party.

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

5.4: OPUNAKE SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY





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**5.5 ORIMUPIKO / HEADLANDS SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

**5.5: ORIMUPIKO / HEADLANDS SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

**[INSERT NAMES OF TRUSTEES OF TE KĀHUI O TARANAKI TRUST]**

**Grantee**

**SOUTH TARANAKI DISTRICT COUNCIL**

**Grant of easement or *profit à prendre* or creation of covenant**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way	[Coloured red and shown 'A' and 'B' on the diagram attached (subject to survey)]	Part Block XLIX Town of Opunake. Part <i>Gazette</i> notice 292646.  Part Section 1 Block IX Town of Opunake. Part <i>Gazette</i> notice 292873.3.  Part Section 1 Block IX Town of Opunake. Part <i>Gazette</i> notice 292873.3.  (Subject to survey).	In gross

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are **varied** by the provisions set out the Annexure Schedule.

## ANNEXURE SCHEDULE

### 1. DEFINITIONS

"Easement" means this easement instrument;

"Easement Area" means that part of the Servient Land over which the right of way under this Easement is granted, coloured red and shown 'A' and 'B' on the diagram attached (subject to survey);

"Grantee" means the person shown as grantee on the first page of this Easement and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees of the Grantee (provided that invitees shall not include members of the public);

"Grantor" means the person named as grantor on the first page of this Easement and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees; and

"Servient Land" means the servient tenement described in Schedule A of this Easement.

### 2. GRANT OF RIGHT OF WAY EASEMENT

2.1 The Grantor grants to the Grantee as an easement in perpetuity a right of way in gross over and along the Easement Area.

2.2 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

2.3 Where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area, the Grantee may proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.

2.4 The right of way includes:

(a) the right to establish a walking track for use by the public on the Easement Area, to repair and maintain any existing walking track on the Easement Area and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted;

(b) the right to have the Easement Area kept clear at all times of obstructions (whether caused by deposit of materials, or unreasonable impediment) to the use and enjoyment of the walking track;

(c) the right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Servient Land;

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**5.5: ORIMUPIKO / HEADLANDS SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

- (d) the right for the Grantee to erect and display notices on the Easement Area or with the Grantor's prior consent on the Servient Land; and
- (e) the right for the Grantee to use the Easement Area for accessing the landfill site that neighbours the Servient Land, for monitoring, remediation and other related purposes.

2.5 The right of way does not confer on the public the right to camp on the Easement Area without the prior consent of the Grantor.

**3. GRANTOR'S OBLIGATIONS**

3.1 The Grantor may not:

- (a) plant any trees, shrubs or other vegetation or erect or establish any structure or surfacing whatsoever) on any part of the Easement Area, or do any act or acts which:
  - (i) in the opinion of the Grantee interfere with the Grantee's rights under this Easement; or
  - (ii) endanger or cause nuisance to the Grantee's operations or works or employees, agents or contractors in the course of their duties under this Easement; or
  - (iii) transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Easement Area; or
  - (iv) change the existing surface levels of the Easement Area except with the Grantee's prior written approval; or
  - (v) cause or allow any damage to occur to the Easement Area; or
  - (vi) do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Easement.

**4. MAINTENANCE**

4.1 The Grantee will be responsible for the repair and maintenance of the walking track and any of its structures on the Easement Area, and at all times shall keep them in good condition and to a standard suitable for their intended purpose.

4.2 The Grantee will meet any associated requirements of the relevant local authority.

4.3 The Grantee will promptly repair all damage that may be caused by the Grantee's negligent or improper exercise of any right or power conferred on it under this Easement.

4.4 The Grantor will promptly repair at its cost all damage caused to the walking track or the Grantee's structures located on the Easement Area through its negligence or improper actions or omissions.

**5.5: ORIMUPIKO / HEADLANDS SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

**5. RIGHTS OF ENTRY**

- 5.1 For the purpose of fulfilling any obligation under this Easement, or in the exercise of any rights conferred or implied under this Easement, the Grantee may:
- (a) enter the Servient Land by a reasonable route and with all necessary tools, vehicles and equipment; and
  - (b) remain on the Servient Land for a reasonable time; and
  - (c) leave any vehicles or equipment on the Servient Land for a reasonable time.
- 5.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 5.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 5.4 The Grantee must ensure that all work is completed promptly.
- 5.5 The Grantee must immediately make good any damage done to the Servient Land by restoring the surface of the land as nearly as possible to its former condition.
- 5.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Servient Land.
- 5.7 The Grantee will comply with the provisions of all statutes, ordinances, regulations and by-laws issued, made or given by any competent authority in any way relating to its use of the Easement Area and the rights granted under this Easement, including (without limitation) the Health and Safety in Employment Act 1992, the Building Act 2004 and the Resource Management Act 1991.

**6. NO POWER TO TERMINATE**

There is no implied power in this Easement for the Grantor to terminate the rights granted under this Easement due to the Grantee breaching any term of this Easement or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

**7. STATUTORY RIGHTS**

The easement rights in this Easement vary those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Easement does not affect any statutory powers which the Grantee may have.

**8. DISPUTES**

If any dispute arises between the Grantor and Grantee about the rights in this Easement which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties and, if they cannot agree on one within 14 days, by the President for the time being of the New Zealand Law Society. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this Easement is to be treated as a submission to arbitration.

**5.5: ORIMUPIKO / HEADLANDS SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY**

**9. GRANTEE'S RIGHTS AND OBLIGATIONS**

- 9.1 The Grantee may exercise and enjoy with regard to this Easement all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing contained in this Easement shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.
- 9.2 Any installations laid by the Grantee on the Easement Area shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.
- 9.3 The Grantee may assign, transfer or licence all or any part of its interest in this Easement or part thereof, provided it has first obtained the written consent of the Grantor.

**10. INDEMNITY**

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of either the Grantee's exercise of any of its rights granted under this Easement, or its failure to meet any of its obligations under this Easement.

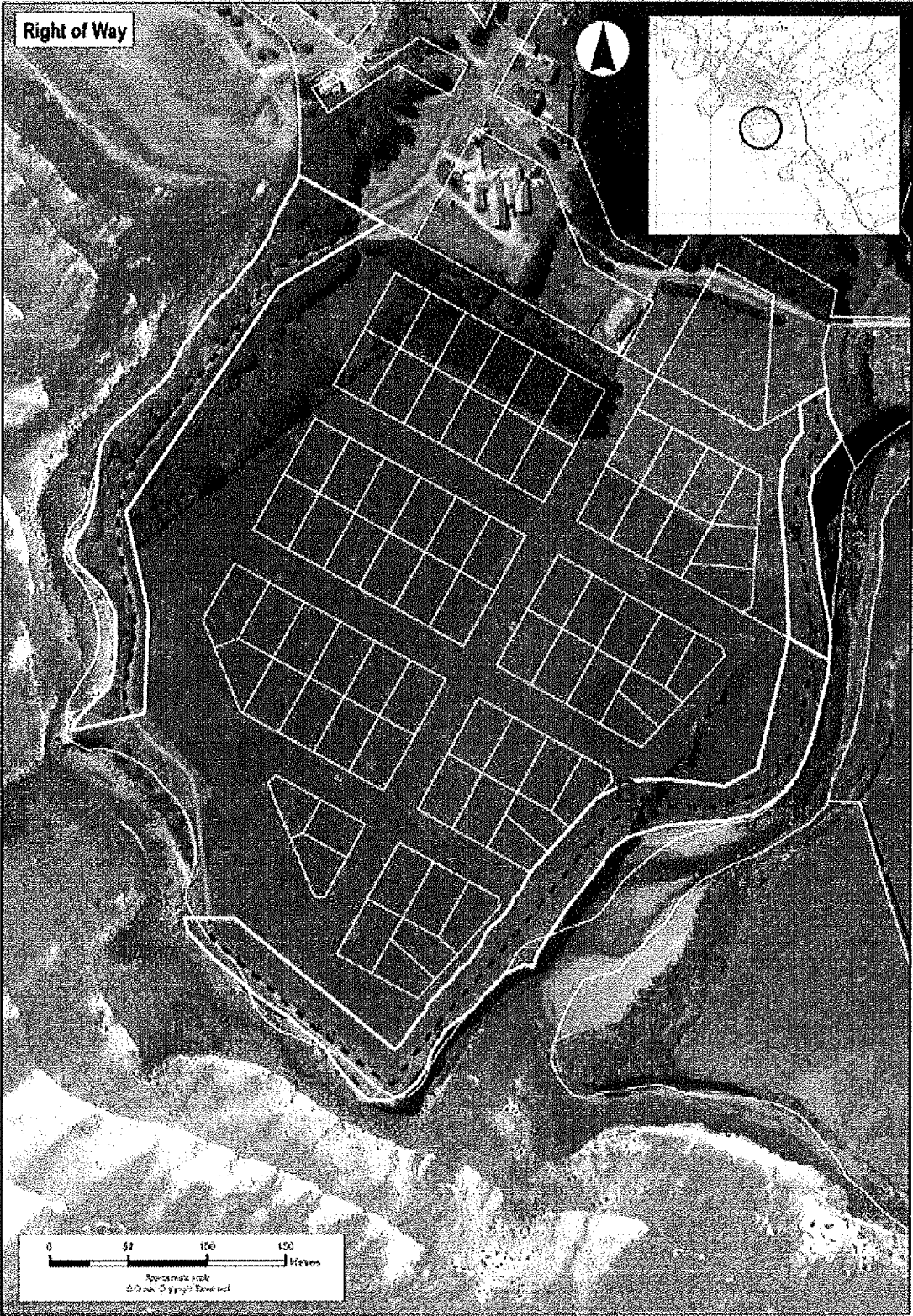
**11. NOTICES**

Any notice required to be given under this Easement shall be in writing and shall be deemed sufficiently served if sent by any of the following means:

- (a) by delivering it personally or sending it by prepaid post to the recipient's last known address in New Zealand or in the case of a body corporate, its registered office;
- (b) by sending it to the facsimile number as advised by the recipient to the notifying party; or
- (c) by sending it to the email address as advised by the recipient to the notifying party.

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

5.5: ORIMUPIKO / HEADLANDS SITE B: EASEMENT IN GROSS FOR A RIGHT OF WAY



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**6. LEASES FOR LEASEBACK PROPERTIES**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**6.1 LEASE WITH MARITIME NEW ZEALAND**

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**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

**6.1: LEASE WITH MARITIME NEW ZEALAND**

**[LEASE INSTRUMENT**

Section 115, Land Transfer Act 1952

**BARCODE**

**Land registration district**

Taranaki

**Unique identifier(s) or C/T(s)**

All/part

Area/description of part or stratum

[insert]

[insert]

[Insert legal description]

**Lessor**

*Surname must be underlined*

[insert trustee names of] **[TE KĀHUI O TARANAKI TRUST]**

**Lessee**

*Surname must be underlined*

**MARITIME NEW ZEALAND**

**Estate or interest\***

*Insert "fee simple", "leasehold in lease number", etc.*

Fee simple

**Term**

999 years

**Rent**

\$1.00 plus GST per annum

**Operative clause**

*Set out the terms of lease in Annexure Schedule(s)*

**The Lessor leases to the Lessee and the Lessee accepts the lease** of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the above term and at the above rent and on the terms of lease set out in the Annexure Schedule(s).

**Dated this**

day of

**Attestation**

Signed by the trustees of [Te Kāhui o Taranaki Trust] by:

**Signed in my presence by the Lessor**

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

Witness name:

Occupation:

Address:

**Signature [common seal] of Lessor**

Signed by Maritime New Zealand by:

**Signed in my presence by the Lessee**

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

Witness name:

Occupation:

Address:

**Signature [common seal] of Lessee**

**Certified correct** for the purposes of the Land Transfer Act 1952

[Solicitor for] the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

**6.1: LEASE WITH MARITIME NEW ZEALAND**

**1. TERM**

In consideration of the rent payable under this Lease, and of the Lessee's covenants, terms and agreements, express and implied contained in this Lease, the Lessor leases to the Lessee the land described in Item 1 of Schedule 1 ("**the Land**") for the term set out in this Lease instrument.

**2. EARLY TERMINATION**

- 2.1 The Lessee may terminate this Lease by giving not less than 12 months' written notice to the Lessor setting out the date of termination of this Lease ("**Termination Notice**").
- 2.2 The Lessee will give the Termination Notice if the Lessee no longer requires the Land for the purposes of an aid to navigation site or any other maritime safety related purpose.
- 2.3 If a Termination Notice is given, this Lease will expire upon the date set out in the Termination Notice but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of this Lease.

**3. PAYMENT OF RENT**

- 3.1 The Lessee will pay the rent specified in this Lease instrument, if demanded by the Lessor, in advance each year during the term of this Lease from the Commencement Date specified in Item 3 of Schedule 1.
- 3.2 The Lessee will pay the Goods and Services Tax or any tax in the nature of Goods and Services Tax payable by the Lessor in respect of the rent and the tax will be paid on each occasion when any rent payment falls due for payment and will be payable to the Lessor or as the Lessor directs.

**4. OUTGOINGS AND OTHER COSTS**

The Lessee will pay all costs relating and incidental to the provisions of electricity, gas, water or other utilities and any other work directly associated with the construction, maintenance and operation of any aid to navigational aid structure and ancillary services on the Land.

**5. MAINTENANCE**

The Lessee will:

- (a) at all times, maintain and repair all improvements erected or situated on the Land;
- (b) at all times, maintain the grounds surrounding the Navigational Tower including trimming vegetation when the Lessee considers it is necessary; and
- (c) upon the expiration or sooner determination of this Lease, yield up the Land to the Lessor clean and free from rubbish and in good and substantial repair, order and condition.

**6.1: LEASE WITH MARITIME NEW ZEALAND**

**6. ASSIGNMENT**

The Lessee will not assign, sublease or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor to such assignment or other parting with possession. Any such consent will not be unreasonably or arbitrarily withheld or delayed in the case of a respectable responsible and solvent proposed assignee or sublessee of the whole of the Land, and where applicable, will be subject to clause 7.2. Such consent is not required to the assignment of this Lease or the Lessee's interest and management of the improvements (including the historic structures on the Land) to another Government agency or any successor organisation of the Lessee.

**7. PERMITTED USE**

7.1 The Lessee will not use or permit to be used the Land or any part of the Land for any purpose other than the use specified in Item 4 of Schedule 1 ("the Permitted Use").

7.2 If the Lessee (or any proposed sublessee under clause 6) proposes to charge a fee to a third party for use of the Land then the Lessee agrees that, if the charge comprises more than cost recovery of actual and reasonable costs incurred by the Lessee in relation to the Permitted Use, then:

(a) the Lessor's prior written consent shall be required (not to be unreasonably withheld); and

(b) the Lessor may provide its consent on reasonable terms and conditions.

7.3 For the avoidance of doubt, the Permitted Use includes the right of the Lessee at all times to upgrade the equipment and structures on the Land to ensure the aid to navigation meets national and international standards. This includes the routine replacement of existing equipment and the ability to enhance and add additional services. These services are not limited to, but may include: Automatic Identification (AIS) transmitters; radio transmitting and receiving devices, satellite earth station; and their associated infrastructure and power supplies.

**8. EXTERIOR SIGNS**

8.1 The Lessee will not affix, paint or exhibit or permit to be affixed, painted or exhibited any name sign, nameplate, signboard, or advertisement of any description on or to the Land without the Lessor's prior written consent. Such consent will not be unreasonably or arbitrarily withheld or delayed.

8.2 Despite clause 8.1, the Lessee will be entitled to erect on the Land a sign indicating the nature of the aid to navigation or describing the Lessee's use of the Land or any public information relevant to that use.

8.3 The Lessee will, at the end or sooner determination of the term of this Lease, remove any such name sign, nameplate, signboard or advertisement which has been authorised by the Lessor and make good any resulting damage.

**6.1: LEASE WITH MARITIME NEW ZEALAND**

**9. NO NOXIOUS USE**

The Lessee will not:

- (a) bring in or upon or store within the Land any machinery, goods or any other things of an offensive, noxious, illegal or dangerous nature;
- (b) use the Land or allow it to be used for any noisome or offensive act, trade or business; or
- (c) do anything or allow anything to be done which may cause annoyance, nuisance, damage or disturbance to the Lessor or the owners or occupiers of adjoining land,

provided that the Permitted Use will not by itself be a breach of this clause.

**10. COMPLIANCE WITH STATUTES AND REGULATIONS**

10.1 The Lessee will comply with the provisions of all:

- (a) statutes, ordinances, regulations and by-laws in any way relating to or affecting the Land or the use of the Land; and
- (b) licences, requisitions and notices issued made or given by any competent authority in respect of the Land or the use of the Land and will promptly provide the Lessor with a copy of any such requisition or notice.

10.2 The Lessee will at all times and from time to time during the term of this Lease clear and keep the Land clear of all noxious weeds and vermin and, in particular, will comply in all respects with the provisions of the Biosecurity Act 1993 and all notices issued pursuant to that Act.

**11. RISK**

The Lessee agrees to occupy and use the Land and any improvement on the Land at the Lessee's risk except where the Lessor or any person under the Lessor's control is at fault or negligent through their own acts or omissions.

**12. INDEMNITY**

12.1 The Lessee will indemnify the Lessor from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessee or those under the control of the Lessee and, in particular, will fully recompense the Lessor for any charges or expenses incurred by the Lessor in making good any damage to the Land resulting from any such negligent act or omission.

12.2 The Lessor will indemnify the Lessee from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessor or those under the control of the Lessor and, in particular, will fully recompense the Lessee for any charges or expenses incurred by the Lessee in making good any damage to the Land resulting from any such negligent act or omission.

12.3 Both parties will ensure that they have and maintain insurance policies of a type and amount that is sufficient to meet their obligations under this Lease.

**6.1: LEASE WITH MARITIME NEW ZEALAND**

**13. COSTS**

- 13.1 The parties will pay their own solicitors' costs of preparing and finalising this Lease or any renewal or variation of this Lease.
- 13.2 The Lessee will pay all costs, charges and expenses for which the Lessor becomes liable for in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

**14. REGISTRATION**

- 14.1 The Lessor will register this Lease at the cost of the Lessor.
- 14.2 The Lessor will be responsible for any survey and other costs (other than registration fees) incurred to enable registration of this Lease.

**15. QUIET ENJOYMENT**

As long as the Lessee complies with the terms of this Lease, the Lessee will peaceably hold and enjoy the Land during the term without interruption by the Lessor, or any person claiming under the Lessor.

**16. RATES AND UTILITY CHARGES**

The Lessor will pay promptly as they fall due all payments for local authority rates and land tax or any such tax imposed in relation to the Land as well as other outgoings payable in respect of the Land, including principal and interest due under any mortgage registered against the Land, and indemnifies the Lessee against any costs, claims, demands or liabilities which the Lessee may suffer or incur as a result of any breach of this covenant by the Lessor.

**17. DEFAULT BY LESSEE**

If at any time during the term of this Lease:

- (a) the Lessee breaches any of the terms of, or the covenants, obligations or agreements of the Lessee contained or implied in, this Lease (other than the covenant to pay rent) and fails to remedy the breach within the period specified in a notice served on the Lessee in accordance with section 246 of the PLA 2007; or
- (b) the Lessee is insolvent, bankrupt or liquidated (except for the purpose of a solvent reconstruction or voluntary liquidation previously approved by the Lessor),

then, in addition to the Lessor's right to apply to the Court for an order of possession, the Lessor may cancel this Lease by re-entering the Land. Any cancellation will be without prejudice to the rights of either party against the other.

**18. IMPROVEMENTS DURING LEASE**

- 18.1 Subject always to clause 20, throughout the term of this Lease, the Lessee will have the right to construct, alter, upgrade, relocate, renew, replace and demolish at the cost of the Lessee any improvements on the Land without the need to obtain the consent of

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**6.1: LEASE WITH MARITIME NEW ZEALAND**

the Lessor provided that any such improvements are consistent with the Permitted Use.

- 18.2 The improvements situated on the Land at the Commencement Date are detailed in Schedule 2 of this Lease.
- 18.3 All improvements situated on the Land at the Commencement Date and any improvements installed or erected on the Land during the term of this Lease will be deemed to be the property of the Lessee.

**19. REMOVAL OF FIXTURES FITTINGS AND IMPROVEMENTS**

- 19.1 Subject always to clauses 19.3 and 20, the Lessee will be entitled to remove at any time after the expiration or sooner determination of the term (the "Withdrawal Date") all fixtures, fittings and improvements which belong to or which the Lessee has installed on the Land. The Lessee will make good, at the Lessee's cost and to the satisfaction of the Lessor, all resulting damage.
- 19.2 Within the period of 12 months from the Withdrawal Date, the Lessee will, if requested by the Lessor, remove or demolish all improvements on the Land that are derelict (unless such improvements are incapable of being removed because of any lawful requirement that they remain) and the Lessee will make good, at the Lessee's own cost and to the satisfaction of the Lessor, all resulting damage.
- 19.3 All fixtures, fittings and improvements remaining on the Land on the expiry of the period of 12 months from the Withdrawal Date, will become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.

**20. CONSULTATION**

Prior to the Lessee exercising its rights under clauses 18 and 19, the parties acknowledge and agree that the parties shall first consult with each other and other relevant authorities (including the Historic Places Trust) at all times in good faith in determining the continued placement of the Navigational Tower on the Land.

**21. WAIVER**

No waiver or failure to act by the Lessor in respect of any one or more breaches by the Lessee of any covenant or agreement contained in this Lease will operate as a waiver of another breach of the same or of any other covenant or agreement.

**22. ARBITRATION**

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 22.2 If the parties cannot resolve a dispute or difference within 15 Working Days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique, if adopted,

TARANAKI IWI DEED OF SETTLEMENT:  
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6.1: LEASE WITH MARITIME NEW ZEALAND

will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

22.3 If the parties cannot agree on any dispute resolution technique within a further 15 Working Days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference will be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference will be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.

22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**23. SUITABILITY**

23.1 No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

**24. NOTICES**

24.1 Any notice to be given under this Lease will be given in writing and served:

(a) in the case of a notice under sections 245 or 246 of the PLA 2007, in the manner prescribed by section 353 of the PLA 2007;

(b) in all other cases, unless otherwise required by sections 352 to 361 of the PLA 2007:

(i) in the manner authorised by sections 354 to 361 of the PLA 2007; or

(ii) by personal delivery, or by post or by facsimile or, if the parties agree in writing, other reasonably secure and responsible means of electronic communication that is generally accepted as appropriate at the relevant time for the provision of formal notices ("**Electronic Notice**"),

to the addressee at the address set out in this clause 24 or, if a notice of a change of address has been given by the addressee to the other party, then to that new address.

24.2 No notice will be effective until received. In respect of the means of service specified in clause 24.1 a notice or communication will, however, be deemed to be received by the addressee:

(a) in the case of personal delivery, when delivered;

(b) in the case of delivery by post, on the third Working Day following the date of posting;



**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**6.1: LEASE WITH MARITIME NEW ZEALAND**

- (c) in the case of facsimile, on the Working Day on which it is sent in full without transmission error or, if sent after 5pm on a Working Day or on a non-Working Day, on the next Working Day after the date of sending in full without transmission error; and
- (d) in the case of Electronic Notice, if the parties agree notices may be sent by this method, when acknowledged by the addressee by return Electronic Notice (other than an automatic acknowledgement) or otherwise in writing.

- 24.3 For as long as Maritime New Zealand is the Lessee under this Lease, the address for service of the Lessee for the purposes of clause 24.1(b)(ii), unless the Lessee notifies the Lessor otherwise, will be:

Maritime New Zealand  
Level 11,  
1 Grey Street  
**Wellington 6011**

Postal address:  
PO Box 25620  
Wellington 6141

Facsimile: (04) 494-8901

- 24.4 For as long as [Te Kāhui o Taranaki Trust] is a Lessor under this Lease, the address for service of [Te Kāhui o Taranaki Trust] for the purposes of clause 24.1(b)(ii), unless [Te Kāhui o Taranaki Trust] notifies the Lessee otherwise, will be:

Trustees of [Te Kāhui o Taranaki Trust]  
[Street address]  
[Town]

Postal address:  
[Insert address]  
[Town]  
Email: [insert]

**25. DEFINITIONS AND INTERPRETATION**

- 25.1 **Definitions:** In this Lease, unless the context requires otherwise:

- (a) **"Electronic Notice"** has the meaning given to it in clause 24.1(b)(ii).
- (b) **"Land"** has the meaning given to it in Item 1 of Schedule 1.
- (c) **"Navigational Tower"** means that navigational facility and associated equipment known as Cape Egmont Lighthouse.
- (d) **"PLA 2007"** means the Property Law Act 2007.
- (e) **"Termination Notice"** has the meaning given to it in clause 2.
- (f) **"Working Day"** has the meaning given to it in the PLA 2007.

6.1: LEASE WITH MARITIME NEW ZEALAND

25.2 **Interpretation:** In this Lease unless the context otherwise requires:

- (a) The expressions **the Lessor** and **the Lessee** will be deemed to include where appropriate the executors, administrators, successors and permitted assigns of the Lessor and the Lessee.
- (b) **month** means calendar month.
- (c) **writing** will include words visibly represented or reproduced.
- (d) Covenants by any two or more persons will be joint and several.
- (e) Headings have been inserted for guidance only and will not be deemed to form part of the context.
- (f) Words importing any gender will include all other genders.
- (g) Words importing the singular will include the plural and vice versa.
- (h) Payments will be made in the lawful currency of New Zealand.
- (i) References to schedules are references to schedules in this Lease and clauses are references to clauses in the Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under clause 6) unless expressly stated otherwise.
- (j) Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.

**TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS**

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**6.1: LEASE WITH MARITIME NEW ZEALAND**

**SCHEDULE 1**

- 1. Land:** All that parcel of land being Lot 1 DP20742 comprising the Lessor's land containing approximately 4518 square metres. Comprised in Computer Freehold Register TNL2/613 ("the Land").
- 2. Term:** 999 years.
- 3. Commencement Date:** [to insert]
- 4. Permitted Use:**
1. The Lessee shall have free and exclusive use of the Land:
    - (a) for the primary purpose of providing an aid to navigation and carrying out any other maritime safety functions and or search and rescue functions (the Primary Purpose); and
    - (b) to provide the public with access to the Land at no cost where it is for the benefit or well-being of the public, on terms and conditions as the Lessee sees fit.
    - (c) To undertake cost recovery activities that are consistent with the Primary Purpose to help fund the cost of maintenance and upkeep of the historic buildings on the Land where this is consistent with the lawful functions and powers of the Lessee.
  2. The Lessee shall only be entitled to charge third parties for use of the Land in accordance with clause 7.2.
- 5. Lessee's Property Improvements:** [See Schedule 2.]
- 6. Rent:** \$1.00 plus GST per annum.

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

6.1: LEASE WITH MARITIME NEW ZEALAND

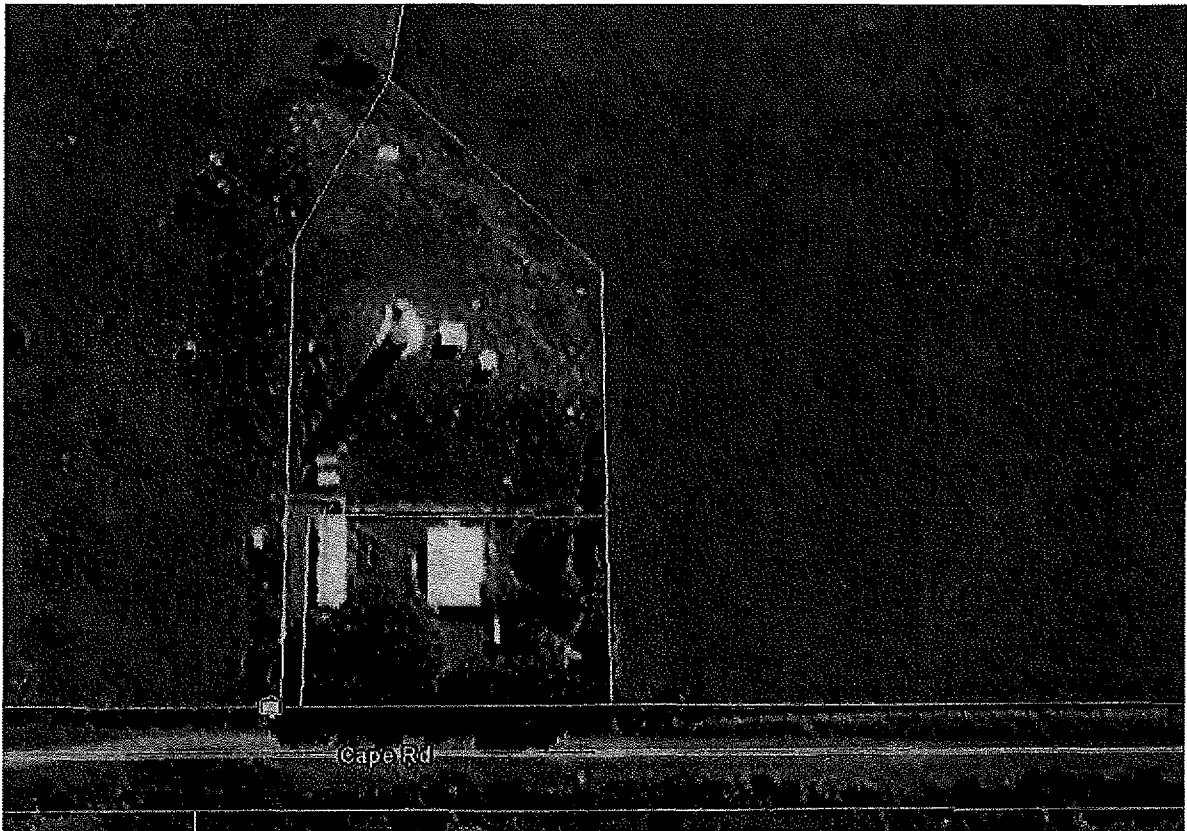
SCHEDULE 2

[LESSEE'S IMPROVEMENTS]

Maritime New Zealand's improvements to the site include:

1. Lighthouse
2. Mains power & phone line
3. Two sheds and one water tank
4. The site currently has a Historic Place Trust (HPT) category 2 classification; all buildings are currently covered by this classification - HPT list number 820.

Site and Property overview 2015]



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6.2 LEASE WITH THE MINISTRY OF EDUCATION

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TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

6.2: LEASE WITH THE MINISTRY OF EDUCATION

WITHOUT PREJUDICE AND SUBJECT TO APPROVAL BY MINISTER  
Draft as at 29 June 2012

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]

[ ]

[ ]

Lessor

[insert trustee names of] TE KĀHUI O TARANAKI TRUST

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

*insert "Fee Simple"; "leasehold in lease number " etc.*

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

6.2: LEASE WITH THE MINISTRY OF EDUCATION

Form F *continued*

Attestation)

Signature of the Lessor	Signed in my presence by the Lessor
_____ [            ]	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [            ]	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [            ]	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [            ]	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:

TARANAKI IWI DEED OF SETTLEMENT:  
DOCUMENTS

6.2: LEASE WITH THE MINISTRY OF EDUCATION

<p>_____</p> <p>[                    ]</p>  <p>_____</p> <p>[                    ]</p>  <p>_____</p> <p>[                    ]</p>	<p>_____</p> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p><b>Signature of the Lessee</b></p> <p>_____</p> <p>Signed for and on behalf of <b>HER MAJESTY THE QUEEN</b> as Lessee by [                    ] (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p><b>Signed in my presence by the Lessee</b></p> <p>_____</p> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_

Solicitor for the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.



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**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Taranaki Iwi and the Crown, under which the parties agreed to transfer the Land to the trustees of the Te Kāhui o Taranaki Trust and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A**

**ITEM 1 THE LAND**

*[insert full legal description - note that improvements are excluded].*

**ITEM 2 START DATE**

*[insert start date].*

**ITEM 3 ANNUAL RENT**

*[\$[insert agreed rent] plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.*

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

All signing parties and either their witnesses or solicitors must either sign or initial this box

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- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: **[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].**

[ ]

The above information is taken from the Lessee's records as at [ ].  
A site inspection was not undertaken to compile this information.

All signing parties and either their witnesses or solicitors must either sign or initial this box

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**ITEM 10 CLAUSE 16.5 NOTICE**

To: The Trustees of Te Kāhui o Taranaki Trust ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666,  
WELLINGTON 6011 ("the Lessee")

From: [Name of Mortgagee/Chargeholder] ("the Lender")

*The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:*

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) it agrees that this acknowledgement is irrevocable.*

**SCHEDULE**

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial this box

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**ITEM 11 CLAUSE 16.6 NOTICE**

To: The Trustees of Te Kāhui o Taranaki Trust ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666,  
WELLINGTON 6011 ("the Lessee")

From: [Name of Mortgagee/Chargeholder] ("the Lender")

*The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:*

- (i) *will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and*
- (ii) *acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

**SCHEDULE**

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial this box

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**SCHEDULE B**

**1 Definitions**

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of Taranaki and Wellington.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and

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- (d) a company or body that is wholly owned or controlled by one or more of the following:
    - (i) the Crown;
    - (ii) a Crown entity;
    - (iii) a State enterprise; and
  - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.

All signing parties and either their witnesses or solicitors must either sign or initial this box

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2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:

- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
- (b) the Nominal Value being:
  - (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
  - (ii) for subsequent Terms: a value based on 3.5% growth per annum of the reset Nominal Value as calculated in clause 3.4.

3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.

3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:

- (a) at the start date of every new Term; and
- (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

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- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.

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- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

All signing parties and either their witnesses or solicitors must either sign or initial this box

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**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**9 Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**11 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

**12 Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days' notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

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**13.2 Partial Destruction**

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
  - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,
- then the term will terminate with effect from the date that either such fact is established.

**13.3 Natural Disaster or Civil Defence Emergency**

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.

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- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
  - (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.
  
- 13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.
  
- 13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:
  - (a) assert that this lease has terminated; or
  - (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.
  
- 14 Contamination**
  
- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
  
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
  
- 14.3 in this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.
  
- 15 Easements**
  
- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
  
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

All signing parties and either their witnesses or solicitors must either sign or initial this box
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15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**16 Lessee's Improvements**

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's improvements.

16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A, Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

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16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

**17 Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

**18 Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

**19 Insurance**

19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

**20 Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

**21 Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

**22 Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

- (a) any Department or Crown Body; or

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(b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

**23 Subletting**

The Lessee may without the Lessor's consent sublet to:

(a) any Department or Crown Body; or

(b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

**24 Occupancy by School Board of Trustees**

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.

24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right

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or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21<sup>st</sup> anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

All signing parties and either their witnesses or solicitors must either sign or initial this box



**TARANAKI IWI DEED OF SETTLEMENT:  
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*Insert instrument type*

Lease Instrument
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29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 if the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1-29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**30 Exclusion of Implied Provisions**

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 - Power to inspect premises

**31 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**32 Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

All signing parties and either their witnesses or solicitors must either sign or initial this box
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*Insert instrument type*

Lease Instrument

**33 Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6011

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

*[insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

**34 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**35 Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

All signing parties and either their witnesses or solicitors must either sign or initial this box

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**7. RELATIONSHIP AGREEMENTS**

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**7.1 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION  
AND EMPLOYMENT IN RELATION TO PETROLEUM AND MINERALS**

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7.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT  
IN RELATION TO PETROLEUM AND MINERALS

**RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF BUSINESS,  
INNOVATION AND EMPLOYMENT AND TARANAKI IWI IN RELATION TO  
PETROLEUM AND MINERALS**

Agreement dated

2015

1. The Ministry of Business, innovation and Employment
2. Te Kāhui o Taranaki Trust

Each one a Party and together referred to as the Parties.

**Background**

- A. in July 1999, the Wai 796 claim was filed by Tohepakanga Ngatai on behalf of Ngāruahine regarding petroleum resources within the rohe of Ngāruahine. The claim asserted that in the nineteenth century, and up to 1937, the Crown was implicated in many breaches of the Treaty whereby Ngāruahine lost their land and the petroleum that went with it. The Crown's nationalisation of the petroleum resource through the Petroleum Act 1937 without paying compensation to landowners, and without making provision for royalties, was claimed to be a further breach of the Treaty.
- B. The Waitangi Tribunal held an urgent hearing was held in 2000 to address the claims by Ngāruahine as well as Ngāti Kahungunu in relation to their interests in the petroleum resource.
- C. The Waitangi Tribunal issued its report - the *Petroleum Report* - on the petroleum claims in 2003. That report focused on issues of ownership and did not address the management of the resource.
- D. The Crown's management of petroleum formed the subject of a second Tribunal report - the *Report on the Management of the Petroleum Resource* - released in 2010. That report highlighted the 'critical importance' of procedural changes required to the current petroleum regime.
- E. In August 2012, Ngāruahine, Taranaki Iwi and Te Ātiawa together commenced discussions with the Ministry as part of the Treaty settlement negotiation process. The three iwi worked collectively to negotiate this Agreement with officials from the Ministry of Business, Innovation and Employment.

**Agreement**

**1 Interpretation**

- 1.1 **Definitions:** In this Agreement, the following terms have the following meanings except to the extent that they may be inconsistent with the context:

**'Agreement'** means this agreement and includes any amendments made in accordance with clause 15.2;

**'Annual Block Offer Round Meeting'** means the meeting held in accordance with clause 7;

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'Annual Forum' means the meeting held in accordance with clause 6;

'Crown' means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

'Crown-owned minerals' means any mineral that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

'Deed of Settlement' means the Deed of Settlement dated 5 September 2015 between the Crown and Taranaki Iwi;

'Governance Entity' means the trust known as Te Kāhui o Taranaki Trust established by trust deed dated 24 June 2013;

'Mineral' means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water, and includes all metallic minerals, non-metallic minerals, fuel minerals (including coal and petroleum), precious stones, industrial rocks and building stones within the meaning of the Act and a prescribed substance within the meaning of the Atomic Energy Act 1945;

'Minister' means the Minister of Energy and Resources;

'Ministry' means the Ministry of Business, Innovation and Employment;

'Relationship Manager' means the person appointed in accordance with clause 10.1;

'Secretary' means the Chief Executive of the Ministry of Business, innovation and Employment;

'Taranaki Iwi' has the meaning given to in the deed of settlement;

'Taranaki Iwi' Area of Interest' has the meaning given to it in the Taranaki Iwi Deed of Settlement and is the area identified in the map included in Schedule 1 of this Agreement.

'Treaty' means Te Tiriti o Waitangi (the Treaty of Waitangi);

'Working Day' means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

1.2 **General construction:** in interpreting this Agreement, unless the context otherwise requires:

1.2.1 headings to clauses are for reference only and are not an aid in interpretation;

1.2.2 references to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time;

1.2.3 references to documents will be construed as references to those documents as they may be amended from time to time;

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- 1.2.4 references to clauses are to clauses of this Agreement;
- 1.2.5 all periods of time include the day on which the period commences and also the day on which the period ends; and
- 1.2.6 words importing the plural include the singular and vice versa and words importing gender import all genders.

**2 Purpose**

- 2.1 The purpose of this Agreement is to provide for the development and maintenance of a dynamic, respectful, robust and evolving relationship between the Parties based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.

**3 Shared acknowledgements**

- 3.1 The Ministry acknowledges that Taranaki Iwi have developed a deep understanding of the challenges and opportunities that accompany the petroleum industry. This understanding arises from their experiences with petroleum exploration and production over the last century, and their role as kaitiaki. In this role as kaitiaki, the Ministry acknowledges that Taranaki Iwi have a close understanding of and relationship with their environment, and therefore have relevant information to share with the Ministry and petroleum industry. The Ministry also acknowledges that Taranaki Iwi have growing experience in relation to the minerals sector.
- 3.2 The Ministry further acknowledges that Taranaki Iwi have investment and economic development aspirations, and may wish to broaden their participation and investment in the petroleum and minerals sector.
- 3.3 Acknowledging further that both the Taranaki Iwi and the Ministry have limited resources, both Parties commit to implementing this agreement in a way that makes the most efficient use of available resources.

**4 Principles**

- 4.1 The Parties agree that in working together under this Agreement, the following high-level principles will apply:
  - 4.1.1 **meaningful engagement and consultation:** This will include annual meetings and opportunities for discussion, with a focus on block offers and other processes;
  - 4.1.2 **respecting information of a confidential nature:** This will include developing processes for the appropriate management of confidential information shared between the Parties;
  - 4.1.3 **reflecting a balance between development and protection:** This will include exploring mechanisms to enhance protection of wāhi taonga, while acknowledging that Taranaki Iwi may also seek to broaden economic development opportunities in the petroleum sector;
  - 4.1.4 **enhancing the capacity of the Parties:** This will include, for example, opportunities for sharing information; and

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4.1.5 **review and evolution:** This will include the identification of a relationship manager by both Parties to maintain and enhance the relationship, and mechanisms to resolve any issues that arise in the relationship.

**5 Application**

5.1 **Scope:** This Agreement applies to all functions and responsibilities of the Minister of Energy and Resources and the Chief Executive of the Ministry of Business, Innovation and Employment within the Energy and Resources portfolio.

5.2 **Enforcement:** The Parties acknowledge that this Agreement is not intended to be legally enforceable, but that this does not diminish the intention of the Parties to comply with the terms and conditions of this Agreement.

5.3 **Agreement subject to rights and obligations:** For the sake of clarity, this Agreement does not override or limit:

5.1.1 legislative rights, powers or obligations; or

5.1.2 functions, duties and powers of the Minister and any officials under legislation; or

5.1.3 the ability of the Crown to introduce legislation and change government policy; or

5.1.4 the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; or

5.1.5 the requirement that the Ministry act in accordance with directions from Ministers; or

5.1.6 the legal rights and obligations of the hapū of Taranaki Iwi and Te Kāhui o Taranaki Trust.

**6 Annual Forum**

6.1 **Annual Forum:** The Parties agree to meet on an annual basis in a meeting to be known as the Annual Forum.

6.2 **Timing:** The Annual Forum will be timed to coincide with the Ministry's business planning process and the beginning of the annual block offer cycle (usually in May of each year).

6.3 **Agenda:** The Annual Forum will include the following agenda items:

6.3.1 a discussion of policy, regulatory and work plan developments envisaged for the forthcoming year across both petroleum and minerals development;

6.3.2 broad aspects of permit operations within the Taranaki region, including any compliance and relevant operational matters;

6.3.3 review of past year's engagement and future opportunities to develop mutual understandings and relationships;



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6.3.4 review of early engagement, as outlined in clause 7 below, on block offers and any other competitive tenders; and

6.3.5 a broad indication of the Ministry's future strategy for block offer areas.

6.4 **Participants:** The Parties agree that:

6.4.1 the Annual Forum will involve senior managers from both Parties; and

6.4.2 the best endeavours of both Parties will be made to include the eight iwi of Taranaki in the Annual Forum.

The Ministry will endeavour to facilitate participation by other regulatory bodies with a role in petroleum and minerals regulation in the Annual Forum.

6.5 **Economic development:** The Parties agree to discuss at the first Annual Forum, the nature of any assistance that the Ministry may be able to provide to Taranaki iwi to broaden their participation and investment in the petroleum and minerals sector, and thereby benefit from the economic development opportunities that the sector can offer.

**7 Annual Block Offer Round Meeting**

7.1 **Annual Block Offer Round Meeting:** The Parties agree to meet at an early stage of the annual block offer cycle (or other competitive tendering) and prior to formal consultation. This meeting shall be known as the Annual Block Offer Round Meeting.

7.2 **Timing**

7.2.1 The Annual Block Offer Round Meeting will take place after the process by which industry express interest in particular blocks has closed (usually in August of each year).

7.2.2 The meeting will be scheduled so as to allow Taranaki Iwi as much time as possible, taking into account the statutory timeframe, to plan their response and/or submission for the formal consultation stage. This may include, for example, planning hui, identifying issues, undertaking research and commissioning advice.

7.3 **Agenda:** The Annual Block Offer Round Meeting will include the following agenda items:

7.3.1 Ministry information about the next planning year's petroleum block offer proposals (or any minerals competitive tendering) to enable the iwi to plan for any formal engagement ahead of the formal process;

7.3.2 Sharing of information by the Parties about local issues and opportunities and an explanation by the Ministry of the potential prospectivity of the area to be covered by the block offer or competitive tender for consideration; and

7.3.3 If either party considers it necessary, exploration of mechanisms to enhance the Ministry's understanding of iwi issues and wāhi taonga.

7.4 **Participants:** The Parties agree that the Annual Block Offer Round Meeting will involve senior managers from both Parties.

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**8 Formal consultation**

8.1 **Permit applications:** The Parties agree that in respect of any minerals permit applications, the Ministry will consult with Taranaki Iwi in the following circumstances:

8.1.1 **petroleum permit applications:** when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Taranaki Iwi Area of Interest, except where the Parties agree the application relates to a block offer over which consultation has already taken place under clause 7;

8.1.2 **amendments to petroleum permits:** when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Taranaki Iwi Area of Interest;

8.1.3 **permit applications for Crown-owned minerals other than petroleum:** when any application for a permit in respect of Crown-owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Taranaki Iwi Area of Interest, except where the Parties agree the application relates to a block offer over which consultation has already taken place under clause 7 or where the application relates to newly available acreage;

8.1.4 **newly available acreage:** when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Taranaki Iwi Area of Interest;

8.1.5 **amendments to permits for Crown-owned minerals other than petroleum:** when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Taranaki Iwi Area of interest; and

8.1.6 **gold fossicking areas:** when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Taranaki Iwi Area of Interest.

**9 Other engagement**

9.1 **Māori land and significant sites (wāhi taonga):** The Parties agree, consistent with provisions and responsibilities within the Crown Minerals Act 1991 regime:

9.1.1 to enhance iwi engagement mechanisms to better provide for the protection of areas of particular importance to Taranaki Iwi, by means such as access by the Ministry to Taranaki Iwi sites of significance registers if iwi agree;

9.1.2 where Taranaki Iwi are requested to identify areas of particular importance to them, to provide greater guidance to the Ministry and Taranaki Iwi, the Parties will discuss:

(a) the characteristics and nature of significant sites, including wāhi taonga;

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- (b) the nature and size of the area that could reasonably be expected to be excluded or amended; and
- (c) the nature and quality of information required in order for an application for exclusion or amendment to be adequately considered by the Ministry.

9.1.3 to explore mechanisms for improving notice to Māori land owners of activities which will impact on Māori land (as defined by Te Ture Whenua Māori Act 1993).

**9.2 Review of Minerals Programmes:** The Parties agree that in respect of any minerals programme review, the Ministry shall:

- 9.2.1 consider any proposals made by Taranaki Iwi as to the scope of any review of minerals programmes;
- 9.2.2 provide an early opportunity, before any public consultation process, for discussion with Taranaki Iwi of those parts of new draft minerals programmes that either party identifies as affecting Taranaki Iwi interests; and
- 9.2.3 meet with Taranaki Iwi during the public consultation phase of any minerals programme review or the minerals regime generally if the review may affect Iwi interests and the governance entity requests a meeting.

The Parties will work together to identify opportunities for improving engagement by the Ministry with Taranaki Iwi in relation to the management of minerals.

**9.3 Working Groups:** Where both Parties agree, they may establish working groups to examine particular issues. This may include matters such as the identification of circumstances in which a cultural impact assessment may be useful, and the development of processes for better coordination between regulatory authorities.

**9.4 Facilitating constructive engagement with industry:** The Ministry shall:

- 9.4.1 review information provided by the Ministry to industry on Taranaki Iwi and their concerns if any, and provide assistance to industry on how to build and maintain good relationships with Taranaki Iwi;
- 9.4.2 require permit holders to report on the engagement they have undertaken with Taranaki Iwi, as required by legislation, minerals programmes and/or block offer notices;
- 9.4.3 provide Taranaki Iwi opportunity to comment to the Ministry on a permit holders' engagement with Taranaki Iwi;
- 9.4.4 facilitate introductions of Taranaki Iwi representatives to permit holder/s as early as feasible after the allocation of a permit;
- 9.4.5 facilitate the development of industry best practice guidelines for engagement with Iwi; and
- 9.4.6 where requested by the Taranaki Iwi, endeavour to facilitate meetings with relevant permit holders.

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7.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT  
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**10 Relationship management**

10.1 **Relationship manager:** Each party will appoint a senior representative to be their respective Relationship Manager and who will:

10.1.1 be the key point of contact for any matters relating to this Agreement;

10.1.2 oversee the implementation of this Agreement; and

10.1.3 be responsible for coordinating the Annual Forum in a timely manner.

10.2 **Facilitating relationships outside of this Agreement:** The Ministry's Relationship Manager will endeavour to facilitate introductions to other parts of the Ministry if requested to do so by Taranaki Iwi.

10.3 **Other meetings:** Outside of the annual meetings provided for under this Agreement, relevant representatives of the Parties will meet as required.

10.4 **Restructuring changes in Ministry:** The Ministry will notify the Governance Entity of any re-structuring or re-organising of the Ministry which might affect the operation of this Agreement.

**11 Information provision and building mutual capacity**

11.1 **Information resources:** The Parties agree that the Governance Entity will assist the Ministry with the development of information resources (if any) about activities relating to petroleum and minerals for use in discussion with other iwi and communities in other parts of Aotearoa/New Zealand.

11.2 **Building mutual capacity:** The Parties agree to work together to develop measures to enhance the capacity of both the Ministry and Taranaki Iwi to engage constructively with each other including:

11.2.1 facilitating a better understanding by Ministry staff dealing with petroleum and minerals development of issues of importance to Taranaki Iwi;

11.2.2 to the extent that resources allow, providing opportunities (such as workshops and seminars) for information sharing and expertise enhancement;

11.2.3 the Ministry providing information through websites and other media as appropriate to make transparent any agreements and protocols in place between the Crown and Taranaki Iwi, where both Parties support such publication.

**12 Confidentiality**

12.1 The Parties agree that:

12.1.1 subject to clause 12.3, the Ministry will ensure appropriate arrangements are in place to provide for confidentiality of material provided by the Governance Entity and Taranaki Iwi, and identified by either the Governance Entity or Taranaki Iwi as requiring such confidentiality;

**TARANAKI IWI DEED OF SETTLEMENT:  
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**7.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT  
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12.1.2 the Governance Entity will ensure appropriate arrangements are in place to provide for confidentiality of material provided by the Ministry and identified by the Ministry as requiring such confidentiality.

12.2 Subject to clause 12.3, with regard to information sharing and confidential information, the Ministry will, on request, make available to Taranaki Iwi existing information held by, and reasonably accessible to, the Ministry that is directly relevant to Taranaki Iwi with regard to this Agreement.

12.3 Clauses 12.1 and 12.2 do not apply to information either:

12.3.1 that the Ministry is legally prevented from providing (for example, information that is subject to an obligation of confidentiality or non-disclosure); or

12.3.2 that the Ministry is legally required to provide, for example under the Official Information Act 1982.

**13 Compliance**

13.1 If it becomes apparent that elements of this Agreement may not be achievable, the Parties will raise this with each other as soon as possible and work towards a common understanding of the issues and a positive way to address those elements.

**14 Dispute resolution (escalation of matters)**

14.1 **Dispute resolution process:** The dispute resolution process is as follows:

14.1.1 If one party considers that there has been a breach of this Agreement, then that party may give written notice to the other that they are in dispute.

14.1.2 As soon as practicable upon receipt of the notice referred to in clause 14.1, the Parties' representative(s) will meet to work in good faith to resolve the issue.

14.1.3 If the dispute has not been resolved within 20 Working Days of receipt of the notice, the Chief Executive of the Ministry and the Chief Executive Officer/General Manager of the Governance Entity will meet in good faith to resolve the issue.

14.1.4 If the dispute has not been resolved within 20 Working Days of the meeting set out in clause 14.1c, the Chair of the Governance Entity or nominee will meet in good faith with the Minister to resolve the issue.

**15 Review**

**15.1 Review**

15.1.1 The Parties agree that this Agreement is a living document which can be updated and adapted to take account of future developments and additional relationship opportunities.

15.1.2 This Agreement will be reviewed within three years of the date on which it is entered and thereafter every three years. The matters to be covered by the review will be agreed between the Parties.

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**7.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT  
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15.1.3 Where the Parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 13 above.

15.1 **Amendment:** The Parties may vary or cancel this Agreement at any time by agreement in writing.

**Execution**

**SIGNED for and on behalf of the  
MINISTRY OF BUSINESS INNOVATION  
AND EMPLOYMENT**

)  
)  
)

\_\_\_\_\_  
[insert name and position]

**Execution**

**SIGNED for and on behalf of the  
TE KĀHUI O TARANAKI TRUST**

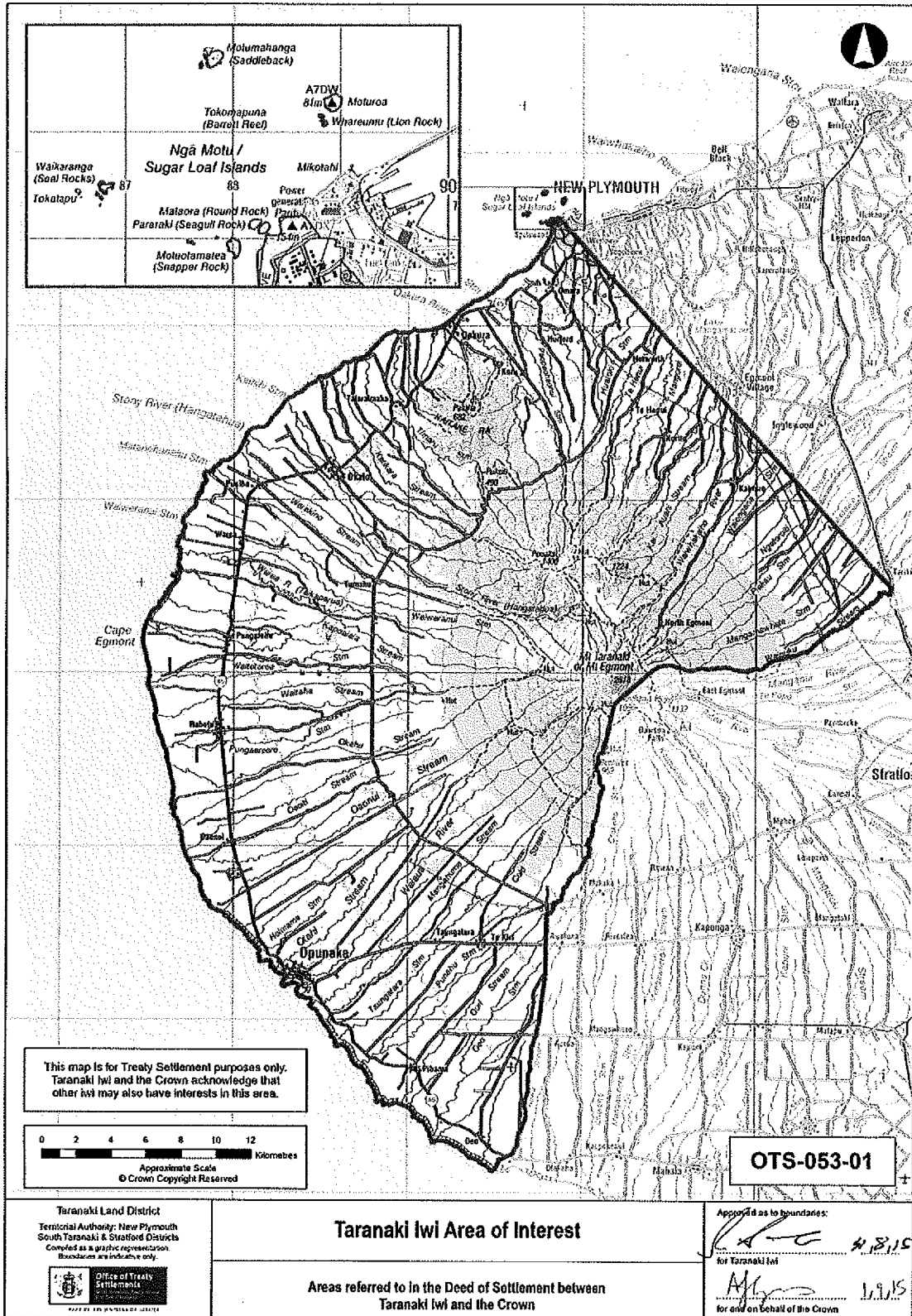
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\_\_\_\_\_  
[insert name and position]

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7.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT  
IN RELATION TO PETROLEUM AND MINERALS

Schedule 1: Taranaki Iwi Area of Interest



This map is for Treaty Settlement purposes only. Taranaki Iwi and the Crown acknowledge that other iwi may also have interests in this area.

0 2 4 6 8 10 12  
Kilometres  
Approximate Scale  
© Crown Copyright Reserved

OTS-053-01

Taranaki Land District  
Territorial Authority: New Plymouth  
South Taranaki & Stratford Districts  
Compiled as a graphic representation.  
Boundaries are indicative only.



**Taranaki Iwi Area of Interest**

Areas referred to in the Deed of Settlement between  
Taranaki Iwi and the Crown

Approved as to boundaries:  
for Taranaki Iwi  
for and on behalf of the Crown

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**7.2 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

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7.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

**RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT  
AND TARANAKI IWI**

**1 PURPOSE**

- 1.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry for the Environment (the "**Ministry**") and Te Kāhui o Taranaki Trust (the "**Governance Entity**") and establishes a framework to enable the parties to maintain a positive and enduring working relationship.

**2 RELATIONSHIP PRINCIPLES**

- 2.1 In implementing the Relationship Agreement, the Secretary for the Environment (the "**Secretary**") and the Governance Entity agree to act consistently with the following relationship principles:
- (a) work consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles (refer section 8);
  - (b) operate a 'no surprises' approach;
  - (c) work in a spirit of co-operation;
  - (d) acknowledge that the relationship is evolving, not prescribed;
  - (e) respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - (f) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

**3 SCOPE**

- 3.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Taranaki iwi Area of Interest as defined in the Taranaki Iwi Deed of Settlement.
- 3.2 The Relationship Agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.
- 3.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

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**4 COMMUNICATION**

- 4.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held in accordance with clause 5;
  - (b) biannual regional forum held in accordance with clause 6;
  - (c) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
  - (d) providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
  - (e) providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
  - (f) informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

**5 RELATIONSHIP MEETINGS**

- 5.1 The parties agree that senior representatives of the Governance Entity and the Ministry will participate in an annual relationship meeting.
- 5.2 Before each meeting under clause 5.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 5.3 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:
- (a) any legislative or policy developments of interest to Taranaki Iwi, including but not limited to reform of the Resource Management Act 1991 ("**RMA**"), freshwater issues, climate change, the Emissions Trading Scheme, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);
  - (b) local authority performance in the Taranaki Iwi Area of Interest in implementing Te Tiriti o Waitangi / the Treaty of Waitangi provisions in the RMA consistent with clause 7 below; and
  - (c) any other matters of mutual interest.
- 5.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 5.5 The first relationship meeting will take place within 3 months of a written request by the Governance Entity.

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**6 BIENNIAL REGIONAL FORA**

- 6.1 The Ministry will establish a biennial regional forum in the Taranaki region to enable the Governance Entity and the mandated representatives of the other iwi of the Taranaki region to meet the Minister for the Environment (subject to the Minister's availability) and a Deputy Secretary from the Ministry.
- 6.2 The purpose of the biennial regional forum will be to discuss environmental issues affecting the region, including the development of any new policy and legislation. To facilitate that purpose, the Ministry will coordinate invitations to senior representatives of other government agencies with an interest in natural resources to attend the biennial regional forum where relevant, or where Governance Entity so requests.
- 6.3 The timing of the biennial regional forum and annual relationship meeting referred to in the relationship agreement will be coordinated to fall on consecutive days insofar as is reasonably practicable.
- 6.4 Prior to the Biennial Regional Forum, the Ministry will seek input from the Governance Entity and the mandated representatives of the other iwi of the Taranaki region on the following:
- (a) potential dates for the Regional Forum;
  - (b) agenda items; and
  - (c) other invitees (for example, other agencies or local authorities) to all or part of the Forum.

**7 LOCAL GOVERNMENT PERFORMANCE**

- 7.1 The Minister for the Environment (the "**Minister**") has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 7.2 The way in which these functions and powers are exercised varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.
- 7.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 7.4 Before each relationship meeting held under clause 5, the Ministry will provide the Governance Entity with:
- (a) the most recent published information from any such survey; and
  - (b) details of any current or completed state of the environment monitoring;

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as it relates to the Taranaki Iwi Area of Interest, and subject to any constraints on information sharing, including under the Official Information Act 1982 ("OIA") and Privacy Act 1993.

- 7.5 The Ministry will also receive and consider any further information or comment that the Governance Entity would like to make on the effect and implementation of the RMA, including local government performance.

**8 OFFICIAL INFORMATION**

- 8.1 The Ministry is subject to the requirements of the OIA.
- 8.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).
- 8.3 The Ministry will notify Taranaki Iwi and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments Taranaki Iwi wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

**9 AMENDMENT**

- 9.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

**SIGNED** for and on behalf of the Ministry )  
for the Environment by the Secretary )  
for Environment in the presence of: )

\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



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**ATTACHMENT A**  
**TARANAKI IWI AREA OF INTEREST**

1. The written description of the Taranaki Iwi Area of Interest is referenced back to the writings of Taranaki Iwi ancestors:

Ko Onukutaipari tooku pikitanga ki te pou o Okurukuru,  
Okurukuru ki te Whakangerengere,  
Te Whakangerengere ki Te Tahuna o Tuutawa,  
Te Tahuna o Tuutawa ki Panitahi,  
Panitahi ki te maataapuna o Ouri,  
Ouri ki Ohounuku ki te muriwai raa o Raawa o Turi  
Raawa o Turi ki te pou o Matirawhati

*Ōnukutaipari is the ascent to the pole of Okurukuru  
from Okurukuru to Te Whakangerengere  
from Te Whakangerengere to Te Tahuna o Tūtawa  
from Te Tahuna o Tūtawa to Panitahi  
from Panitahi to the headwaters of Ouri  
from the source of the Ouri to its mouth at Ohounuku  
over to the confluence of the Rāwa o Turi  
to the pillar of Matirawhati*

2. The map of Taranaki Iwi's Area of Interest is included at Part 1 of the Attachments to the Deed of Settlement.