

TARANAKI IWI

and

TE KĀHUI O TARANAKI TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

TABLE OF CONTENTS

1	IMPLEMENTATION OF SETTLEMENT	2
2	INTEREST	3
3	TAX.....	4
4	NOTICE	8
5	MISCELLANEOUS	10
6	DEFINED TERMS	12
7	INTERPRETATION	21

1 IMPLEMENTATION OF SETTLEMENT

- 1.1 Te Kāhui must use best endeavours to ensure that every historical claim proceedings is discontinued:
 - 1.1.1 by the settlement date; or
 - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
 - 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement;
 - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement;
 - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
 - (a) terminating a historical claim proceedings;
 - (b) giving further effect to this deed, including achieving:
 - (i) certainty in relation to a party's rights and/or obligations; and/or
 - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Taranaki Iwi or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Taranaki Iwi and every representative entity must:
 - 1.4.1 support a bill referred to in paragraph 1.2.3; and
 - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

2 INTEREST

- 2.1 The Crown must pay to Te Kāhui:
- 2.1.1 on the payment date, interest on:
 - (a) \$70,000,000 being the financial and commercial redress amount; and
 - (b) \$56,000,000 being the financial and commercial redress amount less the on-account payment of \$14,000,000; and
 - 2.1.2 on the settlement date, interest on \$10,000,000 being the financial and commercial redress amount less the on account payments.
- 2.2 The interest under paragraph 2.1.1(a) is payable for the period:
- 2.2.1 beginning on 22 December 2012 being the date of the letter of agreement; and
 - 2.2.2 ending on 10 July 2013 being the day before the on account payment referred to in clause 6.2 was made.
- 2.3 The interest under paragraph 2.1.1(b) is payable for the period:
- 2.3.1 beginning on 11 July 2013; and
 - 2.3.2 ending on the day before the payment date.
- 2.4 The interest under paragraph 2.1.2 is payable for the period:
- 2.4.1 beginning on the payment date; and
 - 2.4.2 ending on the day before the settlement date.
- 2.5 The interest under paragraph 2.1 is:
- 2.5.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;
 - 2.5.2 subject to any tax payable in relation to it; and
 - 2.5.3 payable after withholding any tax required by legislation to be withheld.

3 TAX

INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to Te Kāhui is not intended to be:
- 3.1.1 a taxable supply for GST purposes; or
 - 3.1.2 assessable income for income tax purposes.
- 3.2 The Crown must, therefore, indemnify Te Kāhui for:
- 3.2.1 any GST payable by Te Kāhui in respect of the provision of Crown redress or an indemnity payment; and
 - 3.2.2 any income tax payable by Te Kāhui as a result of any Crown redress, or an indemnity payment, being treated as assessable income of Te Kāhui; and
 - 3.2.3 any reasonable cost or liability incurred by Te Kāhui in taking, at the Crown's direction, action:
 - (a) relating to an indemnity demand; or
 - (b) under paragraph 3.13 or paragraph 3.14.1(b).

LIMITS

- 3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 3.3.1 interest paid under part 2;
 - 3.3.2 the transfer of a deferred selection property, exclusive RFR land, non-exclusive RFR land or shared RFR land under the settlement documentation; and
 - 3.3.3 Te Kāhui's:
 - (a) use of Crown redress or an indemnity payment; or
 - (b) payment of costs, or any other amounts, in relation to Crown redress.

ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge:
- 3.4.1 the Crown redress is provided:
 - (a) to settle the historical claims; and
 - (b) with no other consideration being provided; and

**TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS**

3: TAX

- 3.4.2 in particular, the following are not consideration for the Crown redress:
- (a) an agreement under this deed to:
 - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
 - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress;
 - (b) the performance of that agreement; and
- 3.4.3 nothing in this part is intended to imply that:
- (a) the provision of Crown redress, or an indemnity payment, is:
 - (i) a taxable supply for GST purposes; or
 - (ii) assessable income for income tax purposes; or
 - (b) if Te Kāhui o Taranaki Trust is a charitable trust, or other charitable entity, it receives:
 - (i) redress, assets, or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and
- 3.4.4 the transfer of a deferred selection property, exclusive RFR land, non-exclusive RFR land or shared RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5 Te Kāhui are the only persons that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

- 3.5 Neither Te Kāhui nor the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, Te Kāhui agree that:
- 3.6.1 from the payment date, Te Kāhui will be a registered person for GST purposes, unless they are not carrying on a taxable activity; and
 - 3.6.2 neither Te Kāhui, nor any person associated with Te Kāhui, will claim with respect to the provision of Crown redress, or an indemnity payment:
 - (a) an input credit for GST purposes; or
 - (b) a deduction for income tax purposes.

3: TAX

INDEMNITY DEMANDS

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

INDEMNITY PAYMENTS

- 3.9 If Te Kāhui are entitled to an indemnity payment, the Crown may make the payment to:
- 3.9.1 Te Kāhui; or
 - 3.9.2 the Commissioner of inland Revenue, on behalf of, and for the account of, Te Kāhui.
- 3.10 Te Kāhui must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of:
- 3.10.1 the due date for payment of the tax; or
 - 3.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

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

3: TAX

RULINGS

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

CONTROL OF DISPUTES

- 3.14 If Te Kāhui are entitled to an indemnity payment, the Crown may:

3.14.1 by notice to Te Kāhui, require it to:

- (a) exercise a right to defer the payment of tax; and/or
- (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest:
 - (i) a tax assessment; and/or
 - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of Te Kāhui whenever it exercises its rights under paragraph 3.14.1; and

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

DEFINITIONS

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

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

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

4 NOTICE

APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 6 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a cultural redress property or a deferred selection property.

REQUIREMENTS

- 4.3 A notice must be:
- 4.3.1 in writing; and
 - 4.3.2 signed by the person giving it (but, if Te Kāhui are giving the notice, it is effective if not less than three trustees sign it); and
 - 4.3.3 addressed to the recipient at its address, facsimile number or email address as provided:
 - (a) in paragraph 4.6; or
 - (b) if the recipient has given notice of a new address, facsimile number or email address in the most recent notice of a change of address, facsimile number or email address; and
 - 4.3.4 given by:
 - (a) personal delivery (including by courier) to the recipient's street address; or
 - (b) sending it by pre-paid post addressed to the recipient's postal address; or
 - (c) by faxing it to the recipient's facsimile number; or
 - (d) sending it by electronic mail to the recipient's email address.

TIMING

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered; or
 - 4.4.2 on the fourth day after posting, if posted; or
 - 4.4.3 on the day of transmission, if faxed or sent by electronic mail.

**TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS**

4: NOTICE

- 4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

ADDRESSES

- 4.6 The address of:

- 4.6.1 Taranaki iwi and Te Kāhui is:

Te Kāhui o Taranaki

Cnr Bayly Road and Ocean View Parade

Moturoa

PO Box 929

Taranaki Mail Centre

New Plymouth 4340

Facsimile No. 06 751 4286

Email address: manager@taranakiwi.org.nz

- 4.6.2 the Crown is:

C/- The Solicitor-General

Crown Law Office

Level 3

Justice Centre

19 Aitken Street

PO Box 2858

WELLINGTON

Facsimile No. 04 473 3482

Email address: library@crownlaw.govt.nz

5 MISCELLANEOUS

AMENDMENTS

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

ENTIRE AGREEMENT

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

NO ASSIGNMENT OR WAIVER

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

NAMES USED AND RECORDED NAMES OF SITES

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

Name used in deed	Official geographic name / Local use name
Arawhata Property	Arawhata Local Purpose Reserve
Cape Egmont site A	Cape Egmont Marginal Strip
Cape Egmont site B	Cape Egmont Marginal Strip
Kahui site A	Kahui Gravel Local Purpose Reserve
Kahui site B	Kahui Domain
Maitahi Property	Maitahi Scientific Reserve
Manihi Road Property	Manihi Road Māori Local Purpose Reserve

**TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS**

5: MISCELLANEOUS

Name used in deed	Official geographic name / Local use name
Ngā Motu	Ngā Motu / Sugar Loaf Islands
Ōākura Coast Property	Oakura Marginal Strip
Ōāonui Property	Oaonui Recreation Reserve
Okahu Stream Property	Okahu Stream Māori Local Purpose Reserve
Ōkato Coast Property	Okato Coast Marginal Strip
Ōmata Stockade	Omata Stockade Historic Reserve
Opunake site A	Opunake Conservation Area
Opunake site B	Opunake Marginal Strip
Ōrimupiko / Headlands site A	Opunake Headlands
Ōrimupiko / Headlands site B	Opunake Headlands
Sutton Road site A	Sutton Road Marginal Strip
Sutton Road site B	Sutton Road Foreshore Local Purpose Reserve
Tapuīnikau Pā	Tapuīnikau Pa Historic Reserve
Tataraimaka Pā	(Part of) Tataraimaka Pa Historic Reserve
Te Koru Pā	Te Koru Pa Historic Reserve

6 DEFINED TERMS

6.1 In this deed:

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

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

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

attachments means the attachments to this deed, being the area of interest, the deed plans, the exclusive RFR area, the non-exclusive RFR area, the shared RFR area, the post settlement redress properties and the draft settlement bill; and

business day means a day that is not:

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

coastal marine area has the meaning given to it in section 2 of the Resource Management Act 1991; and

Commissioner of Crown Lands has the same meaning as Commissioner in section 2 of the Land Act 1948; and

Commissioner of Inland Revenue includes, where applicable, the Inland Revenue Department; and

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

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

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

**TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

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

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

Crown leaseback has the meaning given to it in the property redress schedule; and

Crown redress:

(a) means redress:

- (i) provided by the Crown to Te Kāhui; or
- (ii) vested by the settlement legislation in Te Kāhui that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes the right of Te Kāhui under the settlement documentation:

- (i) to acquire a deferred selection property; and
- (ii) of first refusal in relation to exclusive RFR land, non-exclusive RFR land and shared RFR land; and

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

(d) does not include:

- (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property, exclusive RFR land, non-exclusive RFR land or shared RFR land; or
- (ii) a deferred selection property, exclusive RFR land, non-exclusive RFR land or shared RFR land; or
- (iii) any on-account payment made to entities other than Te Kāhui; and

cultural redress means the redress provided by or under:

- (a) clauses 5.1 to 5.73; or
- (b) the settlement legislation giving effect to any of those clauses; and

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

date of this deed means the date this deed is signed by the parties; and

deed of recognition means each deed of recognition in the documents schedule; and

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

deed plan means a deed plan in the attachments; and

**TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

deferred selection property means each property described in part 3 of the property redress schedule; and

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

disclosure information has the meaning given to it in paragraph 1.2.2 of the property redress schedule; and

documents schedule means the documents schedule to this deed; and

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

eligible member of Taranaki Iwi means a member of Taranaki Iwi who on 8 August 2015 was:

- (a) aged 18 years or over; and
- (b) registered on the register of members of Taranaki Iwi kept by the Taranaki Iwi Trust for the purpose of voting on:
 - (i) the ratification, and signing, of this deed; and
 - (ii) the approval of Te Kāhui to receive the redress; and

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

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

exclusive RFR area means the area shown in part 3 of the attachments; and

exclusive RFR land has the meaning given to it in section 117 of the draft settlement bill; and

financial and commercial redress means the redress provided by or under:

- (a) clauses 6.1 to 6.17;
- (b) the settlement legislation giving effect to any of those clauses; and

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

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

general matters schedule means this schedule; and

GST:

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and

**TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

(b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

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

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

historical claims has the meaning given to it by clauses 8.2 to 8.5; and

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

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

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

iwi of Taranaki means:

- (a) Ngāti Tama;
- (b) Ngāti Mutunga;
- (c) Ngāti Ruanui;
- (d) Ngā Rauru Kītahi;
- (e) Taranaki Iwi;
- (f) Ngāti Maru;
- (g) Ngāruahine; and
- (h) Te Atiawa; and

land holding agency means, in relation to:

- (a) the cultural redress properties listed in clauses 5.26.1(a), (c) and (d), 5.26.2, 5.26.4(b) to (h) and (j) to (m), 5.26.5 and 5.26.6 the Department of Conservation;
- (b) the cultural redress properties listed in clauses 5.26.1(b), (e) to (l), 5.26.3, 5.26.4(a), 5.26.4(i) and Ngā Motu, the Office of Treaty Settlements; and
- (c) a deferred selection property, the department specified opposite that property in part 3 of the property redress schedule; and

letter of agreement means the letter of agreement between the mandated negotiators and the Crown dated 22 December 2012 and referred to in clause 1.19.2; and

TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS

6: DEFINED TERMS

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

mandated negotiators means the individuals identified as the mandated negotiators by clause 8.7.1; and

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

marine and coastal area has the meaning given to it in section 9 of the Marine and Coastal Area (Takutai Moana) Act 2011; and

member of Taranaki Iwi means an individual referred to in clause 8.6.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

Ngā Motu means the cultural redress properties listed in clauses 5.30.1 to 5.30.3; and

Ngāruahine deed of settlement means a deed between the Crown and Ngāruahine that settles Ngāruahine's historical claims; and

Ngāruahine settlement date means the settlement date as defined in the Ngāruahine settlement legislation; and

Ngāruahine settlement legislation means the legislation that settles the historical claims of Ngāruahine; and

non-exclusive RFR area means the area shown in part 4 of the attachments; and

non-exclusive RFR land has the meaning given to it in section 118 of the draft settlement bill; and

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

on-account payments means the amounts paid by the Crown on account of the settlement referred to in clauses 6.2 and 6.3; and

party means each of the following:

- (a) Taranaki Iwi;
- (b) Te Kāhui o Taranaki Trust; and
- (c) the Crown; and

payment date means the date that is no later than 10 business days after the date upon which Te Kāhui approve the draft settlement bill for introduction to the House of Representatives; and

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

**TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS**

6: DEFINED TERMS

post settlement redress property means each property described in part 6 of the attachments; and

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

protocol means a protocol issued under clause 5.20 and the settlement legislation; and

purchased deferred selection property means each deferred selection property in relation to which Te Kāhui and the Crown are to be treated under paragraph 4.4 of the property redress schedule as having entered into an agreement for its sale and purchase; and

redress means:

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.21; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

Registrar-General means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952; and

relationship agreement means each relationship agreement in the documents schedule; and

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

representative entity means:

- (a) Te Kāhui; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group referred to in clause 8.6.1; or
 - (ii) any one or more members of Taranaki Iwi; or
 - (iii) any one or more of the whānau, hāpu or groups of individuals referred to in clause 8.6.1; and

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

responsible Minister has the meaning given to it by section 22 of the draft settlement bill; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;

TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS

6: DEFINED TERMS

(b) 211 of the Education Act 1989;

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

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

school site means a leaseback property in respect of which the landholding agency is the Ministry of Education; and

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

settlement date means the date that is 40 business days after the date on which the settlement legislation comes into force; and

settlement document means a document entered into to give effect to this deed; and

settlement documentation means this deed and the settlement legislation; and

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

shared RFR area means the area shown in part 5 of the attachments; and

shared RFR land has the meaning given to it in section 118 of the draft settlement bill; and

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

statutory acknowledgement has the meaning given to it by section 29 of the draft settlement bill; and

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

Taranaki Iwi has the meaning given to it by clause 8.6.1; and

Taranaki Iwi Fisheries Limited means the registered charity of that name with the registration number CC39751; and

Taranaki Iwi Trust means the registered charity of that name established by trust deed dated 3 September 2006 with the registration number CC39750; and

Taranaki Maunga means the official geographic feature named Mount Taranaki or Mount Egmont; and

tax includes income tax and GST; and

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

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

TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS

6: DEFINED TERMS

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

Te Ātiawa deed of settlement means a deed between the Crown and Te Ātiawa that settles Te Ātiawa's historical claims; and

Te Ātiawa settlement date means the settlement date as defined in the Te Ātiawa settlement legislation; and

Te Ātiawa settlement legislation means the legislation that settles the historical claims of Te Ātiawa; and

Te Kāhui means the trustees from time to time of Te Kāhui o Taranaki Trust, in their capacity as trustees of the trust; and

Te Kāhui o Taranaki Trust means the trust known by that name and established by a trust deed dated 24 June 2013 and signed by Tokatumoana Kevin Ross Walden of Oakura, Land Manager, David Allan Tamatea of Opunake, Retired, Leanne Kuraroa Horo of Rahotū, Kaiwhakahaere, John Niwa of Waitara, Retired, Peter Moeahu of New Plymouth, Consultant and Donna Maree Rawinia Leatherby of New Plymouth, Data Analyst; and

Te Korowai o Ngāruahine Trust means the trust known by that name and established by a trust deed dated 20 June 2013 and signed by Bonita Joanne Bigham, Ngāraina Brooks, Te Rawanake Patricia Coles, Te Pahunga Martin William Davis, Wendy Mira Joy Eynon, Patrick Terence Charles Gallagher, Christine Marise Ngawai Henare, John Henry Hooker, Peter Moeahu, Tihi Anne Daisy Noble and Michael John Omahuru Robinson; and

Te Kotahitanga o Te Ātiawa Trust means the trust known by that name and established by a trust deed dated 31 March 2014 and signed by Kura Ann Denness, Keith Raymond Holswich, Maria Maraea Kingi, Peter Moeahu, Liana Huia Poutu, Tanya Kim Skelton, Wharehoka Craig Wano and Andrea Moana Williams; and

terms of negotiation means the terms of negotiation referred to in clause 1.19.1; and

transfer value has the meaning given to it in part 7 of the property redress schedule; and

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

trustees of Te Korowai o Ngāruahine Trust means the trustees from time to time of that trust in their capacity as trustees of the trust; and

trustees of Te Kotahitanga o Te Ātiawa Trust means the trustees from time to time of that trust in their capacity as trustees of the trust; and

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

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

TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS

6: DEFINED TERMS

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

7 INTERPRETATION

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

**TARANAKI IWI DEED OF SETTLEMENT:
GENERAL MATTERS**

INTERPRETATION

- 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated or substituted; and
 - 7.11.3 a party includes a permitted successor of that party; and
 - 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown:
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
 - 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in:
- 7.14.1 the main body of this deed are referred to as clauses; and
 - 7.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and
 - 7.14.3 the documents in the documents schedule are referred to as clauses; and
 - 7.14.4 the draft settlement bill are referred to as sections.
- 7.15 If there is a conflict between a provision that is:
- 7.15.1 in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails; and
 - 7.15.2 in English and a corresponding provision in Māori, the provision in English prevails.
- 7.16 The deed plans in the attachments that are referred to in the statutory acknowledgement indicate the general locations of the relevant sites and areas but not their precise boundaries.
- 7.17 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in schedule 2 of the draft settlement bill.