

NGĀ HAPŪ O NGĀTI RANGINUI

and

NGĀI TE RANGI

and

NGĀTI PŪKENGA

and

TAURANGA MOANA IWI COLLECTIVE LIMITED PARTNERSHIP

and

THE CROWN

**TAURANGA MOANA IWI COLLECTIVE DEED:
LEGISLATIVE MATTERS**

Note: In accordance with clause 6.3, the collective legislation proposed for introduction to the House of Representatives:

- must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Ruling, and conventions; and
- to the extent necessary to ensure the legal effectiveness of the collective legislation, may differ in form from the legislative matters schedule; and
- must be in a form that is satisfactory to the collective entity and the Crown.

Rae P R

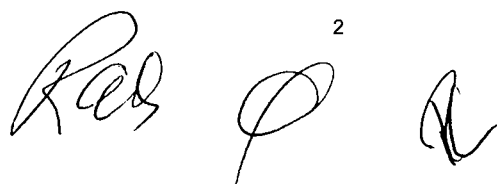
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1 INTRODUCTION

- 1.1 This schedule sets out the matters agreed between the parties for inclusion in the collective legislation.

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2 TITLE, COMMENCEMENT AND PURPOSE PROVISIONS

2.1 The collective legislation is to provide that –

2.1.1 its title is Tauranga Moana Iwi Collective Redress Act []; and

2.1.2 it comes into force on the day after the date on which it receives the Royal assent; and

2.1.3 its purpose is to give effect to certain provisions of the collective deed; and

2.1.4 it binds the Crown.

Ras P³ R

3 TAURANGA MOANA FRAMEWORK

FRAMEWORK OF ARRANGEMENTS

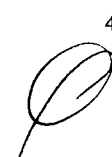

- 3.1 The collective legislation will provide for the arrangements contained in this part including:
- 3.1.1 the establishment of a statutory committee called the Tauranga Moana Governance Group; and
 - 3.1.2 the preparation, review, amendment and adoption of a Tauranga Moana framework document - Ngā Tai ki Mauao.
- 3.2 The collective legislation will:
- 3.2.1 include the provisions relating to the Tauranga Moana Governance Group set out in part 1 of the Appendix to this part; and
 - 3.2.2 include the provisions relating to Ngā Tai ki Mauao (the Tauranga Moana framework document) set out in part 2 of the Appendix to this part.

PURPOSE OF THE TAURANGA MOANA GOVERNANCE GROUP

- 3.3 The collective legislation will provide that the purpose of the Tauranga Moana Governance Group is to provide leadership and strategic direction to restore, enhance and protect the health and wellbeing of Tauranga Moana and achieve sustainable management of Tauranga Moana for present and future generations through:
- 3.3.1 Ngā Tai ki Mauao (the Tauranga Moana framework document);
 - 3.3.2 facilitating an integrated, holistic and co-ordinated approach to the management of Tauranga Moana and the implementation of Ngā Tai ki Mauao (the Tauranga Moana framework document); and
 - 3.3.3 providing for participation by Tauranga Moana iwi and hapū in the management of Tauranga Moana, the implementation of Ngā Tai ki Mauao (the Tauranga Moana framework document) and the functioning of the Tauranga Moana Governance Group.

FUNCTION OF THE TAURANGA MOANA GOVERNANCE GROUP

- 3.4 The collective legislation will provide that:
- 3.4.1 the function of the Tauranga Moana Governance Group is to achieve its purpose;

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3: TAURANGA MOANA FRAMEWORK

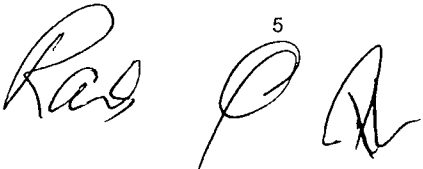
3.4.2 in carrying out its function, the Tauranga Moana Governance Group:

(a) must:

- (i) prepare, periodically review and, at the discretion of the Tauranga Moana Governance Group, amend Ngā Tai ki Mauao (the Tauranga Moana framework document);
- (ii) monitor the effectiveness of Ngā Tai ki Mauao (the Tauranga Moana framework document);
- (iii) engage with and involve Tauranga Moana iwi and hapū in matters that affect their respective interests in Tauranga Moana and facilitate the participation of Tauranga Moana iwi and hapū in Resource Management Act 1991 processes by:
 - (I) maintaining a register of accredited commissioners available to sit on hearings committees when appointed to do so in accordance with paragraph 3.9; and
 - (II) establishing working parties jointly with local authorities in accordance with paragraphs 3.7.2, 3.7.3, 3.8.5, 3.17.2 and 3.17.3; and

(b) may:

- (i) provide strategic guidance to local authorities, management agencies, and Ministers who exercise functions under the enactments listed in paragraph 3.4.4, including, but not limited to, recommendations on:
 - (I) the effectiveness of measures related to Ngā Tai ki Mauao (the Tauranga Moana framework document);
 - (II) the effectiveness of management measures for Tauranga Moana;
 - (III) activities occurring within the Tauranga Moana catchment if those activities impact, or are likely to impact, on Tauranga Moana; and
 - (IV) likely threats to the health, wellbeing and sustainable management of Tauranga Moana;
- (ii) provide strategic guidance to local authorities and to management agencies and Ministers who exercise functions under the enactments listed in paragraph 3.4.4 to facilitate and promote the integrated management of Tauranga Moana;
- (iii) obtain, share, and monitor information on the state of Tauranga Moana;


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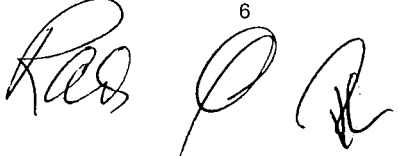
TAURANGA MOANA IWI COLLECTIVE DEED
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- (iv) assist local authorities and management agencies to:
 - (I) prepare and disseminate information about Tauranga Moana, including educational information; and
 - (II) monitor the state of the Tauranga Moana environment and the effectiveness of the management of Tauranga Moana;
 - (III) engage with Tauranga Moana iwi and hapū concerning their interests in Tauranga Moana and their views on the management of Tauranga Moana;
 - (IV) facilitate participation by Tauranga Moana iwi and hapū in the management of Tauranga Moana;
- (v) receive advice and information of relevance to the purpose of the Tauranga Moana Governance Group from local authorities and agencies with responsibilities related to Tauranga Moana;
- (vi) form alliances and enter into arrangements with:
 - (I) relevant organisations and groups to undertake initiatives to achieve the purpose of the Tauranga Moana Governance Group; and
 - (II) research and education institutes to increase knowledge about Tauranga Moana and raise awareness of matters relevant to the purpose of the Tauranga Moana Governance Group; and
- (vii) undertake any other activity or initiative that, in the opinion of the Tauranga Moana Governance Group, will assist it to achieve its purpose;

3.4.3 to avoid doubt:

- (a) the Tauranga Moana Governance Group has discretion to determine in any particular circumstances:
 - (i) whether to do any of the things identified in paragraph 3.4.2(b); and
 - (ii) how, and to what extent, any of the things identified in paragraph 3.4.2(b) is to be done;
- (b) guidance and recommendations under paragraphs 3.4.2(b)(i) and (ii) may be given by the Tauranga Moana Governance Group on its own initiative or at the request of a relevant local authority, management agency or Minister; and
- (c) paragraph 3.4.2(b) applies subject to the provisions of the collective legislation, any other enactment, and the general law;


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3.4.4 the enactments referred to in paragraph 3.4.2(b)(i) and (ii) are:

Aquaculture Reform (Repeals and Transitional Provisions) Act 2004
Biosecurity Act 1993
Hazardous Substances and New Organisms Act 1996
Health Act 1956
Heritage New Zealand Pouhere Taonga Act 2014
Land Drainage Act 1908
Local Government Act 1974
Local Government Act 2002
Maritime Transport Act 1994
Resource Management Act 1991
River Boards Act 1908
Soil Conservation and Rivers Control Act 1941
Walking Access Act 2008

3.4.5 despite paragraph 3.4.4, nothing in paragraph 3.4.2 applies to:

- (a) the Department of Conservation, the Director-General of Conservation or the Minister of Conservation, the New Zealand Conservation Authority, a Conservation Board or a Fish and Game Council; or
- (b) the Ministry for Primary Industries, the Director-General for Primary Industries or the Minister for Primary Industries.

WORKING PARTIES

3.5 The collective legislation will provide that:

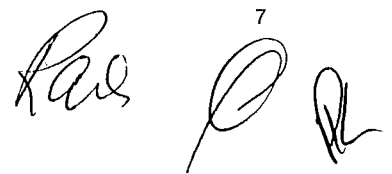
3.5.1 for the purposes of carrying out its function the Tauranga Moana Governance Group:

- (a) may establish working parties jointly with a local authority, management agency or research and education institute;
- (b) must establish working parties jointly with the Bay of Plenty Regional Council in accordance with paragraphs 3.8.5 and 3.17.2; and
- (c) must establish working parties jointly with each local authority in accordance with paragraphs 3.7.2, 3.7.3 and 3.17.3;

3.5.2 terms of reference for working parties established pursuant to paragraph 3.5.1 will be agreed by the parties having regard to the tasks to be carried out by the working party and the function of the Tauranga Moana Governance Group under paragraph 3.4;

3.5.3 members of working parties established pursuant to paragraph 3.5.1:

- (a) must be appointed for their knowledge and experience relevant to the tasks to be carried out by the working party; and
- (b) need not be members of the local authority or the Tauranga Moana Governance Group;


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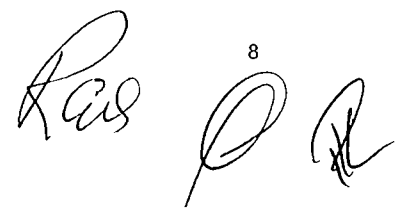
**TAURANGA MOANA IWI COLLECTIVE DEED
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- 3.5.4 when appointing members to a working party established pursuant to paragraph 3.5.1(a) to carry out tasks relating to a particular area or matter within Tauranga Moana, the Tauranga Moana Governance Group must:
- (a) first seek advice from the appointers of the members of the Tauranga Moana Governance Group appointed under paragraphs 1.1.1 to 1.1.5 of part 1 of the Appendix to this part as to which Tauranga Moana iwi and/or Tauranga Moana hapū are most closely associated with the area or matter; and
 - (b) consult with the particular Tauranga Moana iwi and/or Tauranga Moana hapū identified under paragraph 3.5.4(a) and appoint one or more working party members identified by those particular Tauranga Moana iwi and/or Tauranga Moana hapū unless good reason exists to do otherwise;
- 3.5.5 appointments by the Tauranga Moana Governance Group to working parties established pursuant to paragraphs 3.5.1(b) and (c) must:
- (a) be made only by the members of the Tauranga Moana Governance Group appointed under paragraphs 1.1.1 to 1.1.5 of part 1 of the Appendix to this part; and
 - (b) provide for the participation of members of Tauranga Moana iwi and hapū;
- 3.5.6 a working party established pursuant to any one of paragraphs (a), (b) or (c) of paragraph 3.5.1 may be the same as, or combined with, a working party established for any other or others of those paragraphs if:
- (a) the parties establishing the working parties consider it expedient to do so; and
 - (b) doing so would be an effective means of carrying out the function of the Tauranga Moana Governance Group; and
- 3.5.7 recommendations made by a working party established pursuant to paragraph 3.5.1(b) and (c) are to be made to the relevant local authority which remains the decision-maker.

INFORMATION SHARING AND COLLABORATION

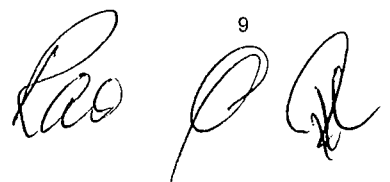
- 3.6 The collective legislation will provide that:
- 3.6.1 the Tauranga Moana Governance Group, local authorities and Tauranga Moana iwi must use reasonable endeavours to exchange and share information relevant to the purpose of the Tauranga Moana Governance Group;
 - 3.6.2 paragraph 3.6.1 applies subject to the provisions of the collective legislation, any other enactment, and the general law;

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- 3.6.3 for the purpose of carrying out its function, the Tauranga Moana Governance Group may make a reasonable request of a local authority or management agency to:
- (a) provide information or advice to the Tauranga Moana Governance Group on matters relevant to the Tauranga Moana Governance Group's purpose; and/or
 - (b) provide for a representative of a management agency to attend a meeting of the Tauranga Moana Governance Group;
- 3.6.4 in respect of requests under paragraph 3.6.3(a) for information or advice:
- (a) where reasonably practicable, the local authority or management agency will provide the information or advice; and
 - (b) in deciding whether it is reasonably practicable to provide the information or advice, a local authority or management agency may have regard to any relevant consideration, including:
 - (i) whether, if the request had 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;
 - (ii) whether making the information available would contravene the provisions of an enactment; and
 - (iii) the time and cost involved in researching, collating and providing the information or advice;
- 3.6.5 in respect of requests under paragraph 3.6.3(b) for a representative of a management agency to attend a meeting of the Tauranga Moana Governance Group:
- (a) where reasonably practicable, the management agency will comply with the request;
 - (b) the management agency may determine the appropriate representative to attend any meeting; and
 - (c) in deciding whether it is reasonably practicable to comply with the request, the management agency may have regard to any relevant consideration, including:
 - (i) the number and frequency of such requests the management agency has received from the Tauranga Moana Governance Group;
 - (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.

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3: TAURANGA MOANA FRAMEWORK

ENVIRONMENTAL AND EFFECTIVENESS MONITORING

- 3.7 The collective legislation will provide that:
- 3.7.1 paragraph 3.7.2 applies to monitoring relating to Tauranga Moana and activities within the catchment affecting Tauranga Moana;
- 3.7.2 at least once a year the Tauranga Moana Governance Group must establish a working party with each local authority to consider:
- (a) priorities for the monitoring of those matters set out in section 35(2)(a)-(c) of the Resource Management Act 1991;
 - (b) methods for and the extent of the monitoring of those matters set out in section 35(2)(a)-(c) of the Resource Management Act 1991;
 - (c) appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a)-(c) of the Resource Management Act 1991; and
 - (d) procedures for reporting back to the Tauranga Moana Governance Group on actions taken to address the outcomes of the monitoring of those matters set out in section 35(2)(a)-(c) of the Resource Management Act 1991; and
- 3.7.3 prior to the commencement of the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991 the Tauranga Moana Governance Group must establish a working party with each local authority to discuss and agree what role the Tauranga Moana Governance Group should have in the conduct of the review;
- 3.7.4 each local authority must:
- (a) participate at least once a year in a working party established pursuant to paragraph 3.7.2;
 - (b) if requested by the Tauranga Moana Governance Group, consider participating in more than one working party a year under paragraph 3.7.2 if it is reasonably practicable to do so having regard to:
 - (i) the number and frequency of such requests received from the Tauranga Moana Governance Group during the year; and
 - (ii) the time and cost involved in complying with the request;
- 3.7.5 the Tauranga Moana Governance Group must establish procedures for communicating with Tauranga Moana iwi and hapū on:
- (a) the matters considered under paragraph 3.7.2; and
 - (b) reports received from local authorities as a consequence of procedures established pursuant to paragraph 3.7.2(d).

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RESOURCE CONSENT PROCESS

- 3.8 The collective legislation will provide that:
- 3.8.1 paragraphs 3.8.2 to 3.8.8 apply only to applications to the Bay of Plenty Regional Council for resource consent for any activity referred to in sections 12, 13, 14, 15(1)(a) and (b), 15A and 15B of the Resource Management Act 1991 in relation to waters within Tauranga Moana;
 - 3.8.2 not less than quarterly, the Bay of Plenty Regional Council must provide the Tauranga Moana Governance Group with resource consent activity reports;
 - 3.8.3 no later than 5 business days after receiving an application for resource consent referred to in paragraph 3.8.1, the Bay of Plenty Regional Council must provide Tauranga Moana iwi and hapū with a complete physical or electronic copy of the application unless, within that time, the Bay of Plenty Regional Council has:
 - (a) returned the application to the applicant pursuant to section 88(3) of the Resource Management Act 1991; or
 - (b) made a determination under section 91(1) of the Resource Management Act 1991 to defer the application;
 - 3.8.4 to avoid doubt:
 - (a) the requirements of paragraphs 3.8.2 and 3.8.3:
 - (i) do not confer affected person status on the Tauranga Moana Governance Group or Tauranga Moana iwi and hapū; but
 - (ii) do not affect any entitlement of Tauranga Moana iwi and hapū to:
 - (I) make a submission to the Bay of Plenty Regional Council about an application for a resource consent in accordance with section 96 of the Resource Management Act 1991; or
 - (II) otherwise participate in any resource consent hearing process;
 - (b) compliance by the Bay of Plenty Regional Council with paragraphs 3.8.2 and 3.8.3 does not amount to a decision that the Tauranga Moana Governance Group or Tauranga Moana iwi and hapū, or any of them has or does not have affected person status; and
 - (c) any decision by the Bay of Plenty Regional Council as to whether the Tauranga Moana Governance Group or Tauranga Moana iwi and hapū are affected persons must be made in accordance with section 95E of the Resource Management Act 1991; and

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- 3.8.5 at least once every two years the Bay of Plenty Regional Council and the Tauranga Moana Governance Group must jointly establish a working party to develop and/or review criteria and policies for procedural matters related to resource consent applications, such as:
- (a) pre-application processes;
 - (b) section 87D (request that an application be determined by the Environment Court rather than the consent authority);
 - (c) section 88(3) (incomplete application for resource consent);
 - (d) section 91 (deferral pending additional consents);
 - (e) section 92 (requests for further information);
 - (f) section 95 to 95F (notification of applications for resource consent); and
 - (g) processes consistent with the requirements of the Resource Management Act 1991 for engaging with Tauranga Moana iwi and hapū;
- 3.8.6 when developing or reviewing criteria, the working party established under paragraph 3.8.5 must consult with Tauranga Moana iwi and hapū;
- 3.8.7 to avoid doubt:
- (a) the criteria developed and agreed under paragraph 3.8.5:
 - (i) are additional to, and must not derogate from, the existing criteria to be applied by the Bay of Plenty Regional Council under the Resource Management Act 1991;
 - (ii) do not impose any requirement on a consent authority to change, cancel or review consent conditions; and
 - (iii) must not be inconsistent with the requirements of the Resource Management Act 1991; and
 - (iv) must meet the requirements of natural justice; and
 - (b) the working party established under paragraph 3.8.5 may agree not to propose criteria additional to the existing criteria to be applied by the Bay of Plenty Regional Council under the Resource Management Act 1991; and
- 3.8.8 if requested by the Tauranga Moana Governance Group, the Bay of Plenty Regional Council may consider establishing a working party for the purposes of paragraph 3.8.5 more frequently than once every two years if it is reasonably practicable to do so having regard to:
- (a) the number and frequency of such requests received from the Tauranga Moana Governance Group; and
 - (b) the time and cost involved in complying with the request.

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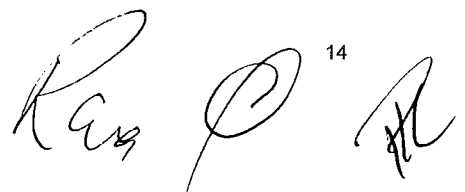
RESOURCE CONSENT HEARING COMMISSIONERS

- 3.9 The collective legislation will provide that:
- 3.9.1 paragraphs 3.9.2 to 3.9.7 apply only to applications to the Bay of Plenty Regional Council for resource consent for any activity referred to in sections 12, 13, 14, 15(1)(a) and (b), 15A and 15B of the Resource Management Act 1991 in relation to waters within Tauranga Moana;
 - 3.9.2 the Tauranga Moana Governance Group must establish and maintain a register of persons who:
 - (a) are qualified Resource Management Act 1991 decision-makers; and
 - (b) have been appointed to the register by Tauranga Moana iwi and hapū;
 - 3.9.3 if a hearing is to be held under the Resource Management Act 1991 in relation to an application for resource consent referred to in paragraph 3.9.1 (other than a hearing solely in relation to objections under section 357 of the Resource Management Act 1991) the Bay of Plenty Regional Council must:
 - (a) as soon as practicable serve notice on the Tauranga Moana Governance Group that a hearing is to be held;
 - (b) exercise its power under section 34A(1) of the Resource Management Act 1991 to delegate its functions, powers and duties required to hear and decide the application to one or more commissioners; and
 - (c) appoint as the commissioner or commissioners:
 - (i) only persons who are qualified Resource Management Act 1991 decision-makers; and
 - (ii) at least one person whose name appears on the register established and maintained by the Tauranga Moana Governance Group under paragraph 3.9.2;
 - 3.9.4 a person must not be appointed as a commissioner, or continue to be a commissioner referred to in paragraph 3.9.3(b) or paragraph 3.9.9:
 - (a) if that person:
 - (i) is or becomes a party or the parent, child, spouse, civil union partner, or de facto partner of a party in the proceeding before commissioner or commissioners;
 - (ii) has or develops a relationship or connection with a party in the proceeding before commissioner or commissioners that is or may be in conflict with the person's duties and responsibilities as a commissioner;
 - (iii) has or acquires a financial interest in, or is or becomes a director, officer, member, or trustee of, a party in the proceeding before the commissioner or commissioners;

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- (iv) has an interest in, or connection with, the subject-matter of the proceeding before the commissioner or commissioners of such a nature that any decision in which that person participated would be, or would have the appearance of being, improperly influenced by the interest or connection;
 - (v) is affected by some other interest or duty that is or may be in conflict with the person's duties and responsibilities as a commissioner; or
 - (vi) without limiting the application of sub-paragraphs (i) to (iv) of paragraph (a) of paragraph 3.9.4, would be prohibited under section 6 of the Local Authorities (Members' Interests) Act 1968 from voting on or taking part in the discussion of any matter before commissioner or commissioners; or
- (b) if there are grounds upon which a fair minded observer might reasonably apprehend that that person:
- (i) has predetermined the outcome of the application; or
 - (ii) is biased;
- 3.9.5 the following circumstances do not, of themselves, disqualify a person under paragraph 3.9.4 or any rule of law from being appointed as a commissioner:
- (a) the person is a ratepayer;
 - (b) the person is a member of a local authority;
 - (c) the person is descended from an ancestor of an iwi or hapū; or
 - (d) the, social, cultural or spiritual values of any iwi or hapū are, or may be considered:
 - (i) relevant to the subject-matter of the proceeding before the commissioner or commissioners; or
 - (ii) reflected in the person's membership of the commissioner or commissioners;
- 3.9.6 if a question arises as to whether a person is ineligible to be appointed as a commissioner, or continue to be a commissioner, under paragraph 3.9.4, the Bay of Plenty Regional Council may refer the question to the Tauranga Moana Governance Group which may provide advice and guidance to the Bay of Plenty Regional Council to assist the Bay of Plenty Regional Council to determine whether a person is ineligible;
- 3.9.7 the requirements of paragraph 3.9.3 will not apply if:
- (a) no-one has been appointed by Tauranga Moana iwi and hapū to the register established and maintained by the Tauranga Moana Governance Group under paragraph 3.9.2; or

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- (b) there is no person on the register established and maintained by the Tauranga Moana Governance Group under paragraph 3.9.2 who is eligible to be appointed as a commissioner under paragraphs 3.9.3(b) or 3.9.9; or
 - (c) the Tauranga Moana Governance Group has, in respect of a particular hearing, waived in writing the requirements of paragraph 3.9.3;
- 3.9.8 if an application for resource consent is lodged with the Environment Protection Authority under section 145 of the Resource Management Act 1991, and a direction is made under section 147(1)(c) to refer the matter to Bay of Plenty Regional Council, then paragraph 3.9.3 will apply; and
- 3.9.9 if a request is made under section 100A of the Resource Management Act 1991 for the Bay of Plenty Regional Council to delegate its functions, powers and duties required to hear and decide an application for resource consent referred to in paragraph 3.9.1 to a commissioner or commissioners, then the commissioner (if the delegation is to a single commissioner) or at least one commissioner (if the delegation is to more than one commissioner) must be a qualified Resource Management Act 1991 decision-maker whose name appears on the register established and maintained by the Tauranga Moana Governance Group under paragraph 3.9.2.

REPORTING BY THE TAURANGA MOANA GOVERNANCE GROUP

- 3.10 The collective legislation will provide that:
- 3.10.1 the Tauranga Moana Governance Group must report on an annual basis to:
- (a) the Ngā Hapū o Ngāti Ranginui governance entity;
 - (b) the Ngāi Te Rangi governance entity;
 - (c) the Ngāti Pūkenga governance entity;
 - (d) the governance entity of the iwi with recognised interests in Tauranga Moana;
 - (e) the Bay of Plenty Regional Council;
 - (f) the Tauranga City Council;
 - (g) the Western Bay of Plenty District Council; and
 - (h) the Minister of Māori Affairs and the Minister for the Environment, on behalf of the Crown;
- 3.10.2 the report referred to in paragraph 3.10.1 will:
- (a) describe the activities of the Tauranga Moana Governance Group over the preceding 12 months and the outcomes of those activities; and
 - (b) explain how those activities relate to the purpose and functions of the Tauranga Moana Governance Group.

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3: TAURANGA MOANA FRAMEWORK

REVIEW OF THE TAURANGA MOANA GOVERNANCE GROUP

- 3.11 The collective legislation will provide that:
- 3.11.1 meetings of the parties referred to in paragraph 3.11.4 will be held five yearly for the purposes set out in paragraph 3.11.2;
- 3.11.2 the purposes of meetings held pursuant to paragraph 3.11.1 are to:
- (a) review the operation and outcomes of the Tauranga Moana Governance Group;
 - (b) review how effectively the Tauranga Moana Governance Group has achieved its purpose and functions; and
 - (c) consider what action might be taken to enable the Tauranga Moana Governance Group to achieve more effectively its purpose and functions, and any other purposes or functions that the participants in the meeting may consider appropriate;
- 3.11.3 the first meeting is to be held on a date to be agreed by the Crown and Tauranga Moana iwi that is within six months of the submission by the Tauranga Moana Governance Group of the fifth annual report under paragraph 3.10.1, with subsequent meetings to be held within six months of the fifth anniversary of the previous meeting;
- 3.11.4 the participants in the meetings are to be:
- (a) one individual nominated by the Ngā Hapū o Ngāti Ranginui governance entity;
 - (b) one individual nominated by the Ngāi Te Rangi governance entity;
 - (c) one individual nominated by the Ngāti Pūkenga governance entity;
 - (d) one individual nominated by the Tauranga Moana Iwi Collective;
 - (e) one individual nominated by the governance entity of the iwi with recognised interests in Tauranga Moana;
 - (f) the Minister of Māori Affairs or nominee;
 - (g) the chairperson of the Bay of Plenty Regional Council or nominee;
 - (h) the mayor of Tauranga City or nominee;
 - (i) the chairperson of the Western Bay of Plenty District Council or nominee; and
 - (j) any other individuals that Tauranga Moana iwi and the Crown agree should attend a particular meeting; and
- 3.11.5 for the avoidance of doubt, at any meetings held in accordance with this paragraph 3.11, there will be equal representation at all times between individuals appointed in accordance with paragraphs 3.11.4(a) to (e) and individuals appointed in accordance with paragraphs 3.11.4(f) to (i).

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ADMINISTRATIVE AND TECHNICAL SUPPORT

- 3.12 Administrative support for the Tauranga Moana Governance Group will be provided by the Bay of Plenty Regional Council.
- 3.13 The local authorities will provide technical support for the Tauranga Moana Governance Group.

NGĀ TAI KI MAUAO - THE TAURANGA MOANA FRAMEWORK DOCUMENT

Purpose

- 3.14 The collective legislation will provide that the purpose of Ngā Tai ki Mauao (the Tauranga Moana framework document) is to contribute to achieving the purpose of the Tauranga Moana Governance Group by identifying a vision, objectives and desired outcomes for Tauranga Moana.

Content

- 3.15 The collective legislation will provide that Ngā Tai ki Mauao (the Tauranga Moana framework document):

3.15.1 must include provisions that:

- (a) the Tauranga Moana Governance Group considers are relevant to and further the purpose of Ngā Tai ki Mauao (the Tauranga Moana framework document);
- (b) identify the significant environmental management issues for Tauranga Moana from the perspective of the Tauranga Moana Governance Group;
- (c) identify and reflect iwi and hapū values and mātauranga Māori relating to Tauranga Moana; and
- (d) describe objectives to achieve the purpose of Ngā Tai ki Mauao (the Tauranga Moana framework document), which, without limitation, may include objectives for:
 - (i) preserving and improving the natural character and heritage of the Tauranga Moana environment;
 - (ii) integrating and co-ordinating the management of natural, historical and traditional resources within Tauranga Moana;
 - (iii) providing for the relationship of Tauranga Moana iwi and hapū and their culture and traditions with Tauranga Moana and protecting and enhancing those characteristics of the Tauranga Moana environment that are of special value to Tauranga Moana iwi and hapū;
 - (iv) maintaining and improving indigenous biological diversity and the biological diversity of the aquatic environment of Tauranga Moana;

**TAURANGA MOANA IWI COLLECTIVE DEED
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- (v) protecting and enhancing the habitats of significance for fisheries management and sustainable customary fishing;
 - (vi) sustaining and developing the potential of the natural and physical resources of Tauranga Moana to meet the reasonably foreseeable needs of present and future generations including their social, economic, and cultural well-being;
 - (vii) avoiding natural hazards and adverse effects from the storage, use, disposal and transportation of hazardous substances;
 - (viii) protecting the marine environment from pollution; and
 - (ix) measuring the health of the Tauranga Moana environment;
- 3.15.2 must only include provisions that are consistent with the purpose of Ngā Tai ki Mauao (the Tauranga Moana framework document); and
- 3.15.3 will not apply to any part of Tauranga Moana which is a customary marine title area in respect of which a planning document prepared by a customary marine title group under section 85 of the Marine and Coastal Area (Takutai Moana) Act 2011 has effect.

Relationship to Resource Management Act 1991 planning documents

- 3.16 The collective legislation will provide that:
- 3.16.1 when preparing, reviewing, varying or changing the Bay of Plenty regional policy statement, the Bay of Plenty Regional Council must recognise and provide for Ngā Tai ki Mauao (the Tauranga Moana framework document);
- 3.16.2 the obligation under paragraph 3.16.1:
- (a) applies each time the Bay of Plenty Regional Council prepares, reviews, varies or changes the Bay of Plenty regional policy statement;
 - (b) does not apply to a review, variation or change that does not relate to Tauranga Moana;
 - (c) is deemed to have been satisfied if the contents of Ngā Tai ki Mauao (the Tauranga Moana framework document) relating to the resource management issues of the region:
 - (i) are already recognised and provided for in the Bay of Plenty regional policy statement; or
 - (ii) in relation to the content of the Bay of Plenty regional policy statement, have been considered by the Bay of Plenty Regional Council or the Environment Court within the previous two years; and

TAURANGA MOANA IWI COLLECTIVE DEED
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- (d) applies only to the extent that:
 - (i) the contents of Ngā Tai ki Mauao (the Tauranga Moana framework document) relate to the resource management issues of the region which are within the scope of the regional policy statement; and
 - (ii) complying with the obligation is the most appropriate way of achieving the purpose of the Resource Management Act 1991, having regard to efficiency and effectiveness and the matters set out in section 32(4) of the RMA; and
- (e) to avoid doubt, must be carried out in accordance with:
 - (i) the requirements of the Resource Management Act 1991 relating to processes for the preparation, review or change of a Resource Management Act 1991 planning document including, without limitation, the requirement to carry out an evaluation under section 32 of that Act; and
 - (ii) the requirements and procedures in Schedule 1 of the Resource Management Act 1991;

3.16.3 until such time as the obligation under paragraph 3.16.1 is complied with, where a consent authority is processing or making a decision on an application for resource consent within the areas marked "A" and "B" on the Tauranga Moana framework plan in the attachments, that consent authority must have regard to Ngā Tai ki Mauao (the Tauranga Moana framework document) if:

- (a) the contents of Ngā Tai ki Mauao (the Tauranga Moana framework document) relate to the resource management issues of the region or district;
- (b) complying with the obligations is consistent with the purpose of the Resource Management Act 1991; and
- (c) the consent authority considers that section 104(1)(c) applies to Ngā Tai ki Mauao (the Tauranga Moana framework document).

3.17 The collective legislation will provide that:

3.17.1 paragraphs 3.17.2 and 3.17.3 apply in relation to the preparation, review or change of a Resource Management Act 1991 planning document to the extent that those processes relate to:

- (a) the obligation under paragraph 3.16.1; or
- (b) the obligations under sections 67(3)(c) and 75(3)(c) of the Resource Management Act 1991 to give effect to those parts of the Bay of Plenty regional policy statement that relate to the obligation under paragraph 3.16.1;


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**TAURANGA MOANA IWI COLLECTIVE DEED
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3: TAURANGA MOANA FRAMEWORK

3.17.2 prior to the commencement of any preparation, review or change process in respect of the Bay of Plenty regional policy statement, the Bay of Plenty Regional Council and the Tauranga Moana Governance Group will jointly convene a working party to:

- (a) consider how the obligation under paragraph 3.16.1 should be treated including, if the working party considers it appropriate, recommending:
 - (i) the process to be adopted in relation to the preparation, review or change of the Bay of Plenty regional policy statement; and
 - (ii) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 to the Resource Management Act 1991;
- (b) develop and make the recommendation on whether to commence a review of, and whether to make an amendment to, the Bay of Plenty regional policy statement; and
- (c) develop and make the recommendation on the content of the Bay of Plenty Regional policy statement to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991;

3.17.3 prior to the commencement of any preparation, review or change process in respect of a regional or district plan, a local authority and the Tauranga Moana Governance Group will jointly convene a working party to:

- (a) consider how the obligations under sections 67(3)(c) and 75(3)(c) of the Resource Management Act 1991, to the extent they apply to giving effect to those parts of the Bay of Plenty regional policy statement that relate to the obligation under paragraph 3.16.1, should be treated including, if the working party considers it appropriate, recommending:
 - (i) the process to be adopted in relation to the preparation, review or change of the regional or district plan; and
 - (ii) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 to the Resource Management Act 1991;
- (b) develop and make the recommendation on whether to commence a review of, and whether to make an amendment to, the regional or district plan; and
- (c) develop and make the recommendation on the content of the regional or district plan to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991;

3.17.4 to avoid doubt:

- (a) paragraphs 3.17.2 and 3.17.3 also apply to a variation to a proposed policy statement or proposed plan;


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**TAURANGA MOANA IWI COLLECTIVE DEED
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- (b) the requirements of the Resource Management Act 1991 relating to processes for the preparation, review or change of a Resource Management Act 1991 planning document must be complied with; and
 - (c) the requirements of the Resource Management Act 1991 relating to the content of a Resource Management Act 1991 planning document must be complied with;
- 3.17.5 recommendations of a working party under paragraphs 3.17.2 and 3.17.3 are to be made to the local authority which remains the decision-maker;
- 3.17.6 the Bay of Plenty Regional Council and the Tauranga Moana Governance Group will discuss the potential for Tauranga Moana iwi to participate in:
- (a) the making of the decisions on a relevant Resource Management Act 1991 planning document under clause 10 of Schedule 1 to the Resource Management Act 1991; and
 - (b) processes under Part 2 of Schedule 1 of the Resource Management Act 1991.

Relationship to decision-making on local government matters

- 3.18 The collective legislation will provide that, to the extent that the content of Ngā Tai ki Mauao (the Tauranga Moana framework document) has a bearing on local government matters within the boundaries of a local authority, the local authority must give consideration to Ngā Tai ki Mauao (the Tauranga Moana framework document) when making any decision under the Local Government Act 2002.
- 3.19 To avoid doubt the requirements of the Local Government Act 2002 relating to decision-making by a local authority must be complied with.

Duty to have regard to Ngā Tai ki Mauao (the Tauranga Moana framework document)

- 3.20 The collective legislation will provide that:
- 3.20.1 persons carrying out functions or exercising powers under an enactment specified in paragraph 3.20.2 must have regard to Ngā Tai ki Mauao (the Tauranga Moana framework document) if the functions or powers:
- (a) relate to Tauranga Moana or activities within the areas marked "A" and "B" on the Tauranga Moana framework plan in the attachments that affect Tauranga Moana; and
 - (b) are not covered by paragraphs 3.16 and 3.18;
- 3.20.2 the enactments referred to in paragraph 3.20.1 are:

Aquaculture Reform (Repeals and Transitional Provisions) Act 2004
Hazardous Substances and New Organisms Act 1996
Health Act 1956
Heritage New Zealand Pouhere Taonga Act 2014
Land Drainage Act 1908

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Local Government Act 1974
Maritime Transport Act 1994
River Boards Act 1908
Soil Conservation and Rivers Control Act 1941
Walking Access Act 2008

3.20.3 the obligation under paragraph 3.20.1:

- (a) applies only to the extent that:
 - (i) Ngā Tai ki Mauao (the Tauranga Moana framework document) relates to the carrying out of functions or the exercise of powers under the enactments referred to in paragraph 3.20.2; and
 - (ii) it is consistent with the purpose of the relevant enactment to have regard to Ngā Tai ki Mauao (the Tauranga Moana framework document); and
- (b) does not apply to the Minister of Conservation, the Director-General of Conservation, any person in their capacity as an officer or official employed by the Department of Conservation, or any agent of the Department of Conservation acting in that capacity.

INTERPRETATION

3.21 In this part 3:

3.21.1 "**bed**" in relation to the water bodies referred to in paragraph 3.21.10:

- (a) has the same meaning as "bed" in section 2(1) of the Resource Management Act 1991; and
- (b) includes reefs, ridges, bars, shelves, rifts, trenches and other topographical features;

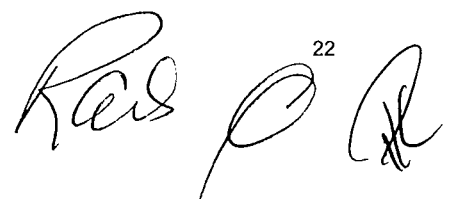
3.21.2 "**business day**" has the same meaning as "working day" in section 2(1) of the Resource Management Act 1991;

3.21.3 "**catchment**":

- (a) means the area marked as "B" on the Tauranga Moana framework plan in the attachments;
- (b) does not include Tūhua (Mayor Island), Motītī Island or any other offshore island for which the Minister of Local Government is the territorial authority pursuant to section 22 of the Local Government Act 2002;

3.21.4 "**coastal marine area**" has the meaning given in section 2(1) of the Resource Management Act 1991;

3.21.5 "**coastal water**" has the meaning given in section 2(1) of the Resource Management Act 1991;


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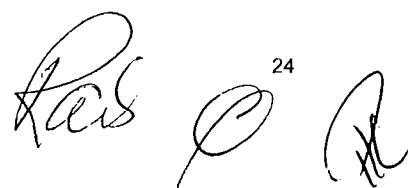
3: TAURANGA MOANA FRAMEWORK

- 3.21.6 "**collective legislation**" means, if the bill proposed for introduction to the House of Representatives under clause 5.1 of the main body of the deed is passed, the resulting Act or Acts;
- 3.21.7 "**consent authority**" has the meaning given in section 2(1) of the Resource Management Act 1991;
- 3.21.8 "**customary marine title area**" has the meaning given to it under section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011;
- 3.21.9 "**environment**" has the meaning given in section 2(1) of the Resource Management Act 1991;
- 3.21.10 "**geographic feature**" means:
- (a) a natural feature such as a lagoon, swamp, creek, stream, river, ford, lake, bay, island or harbour; and
 - (b) a part of the ocean floor or seabed that has measurable relief or is delimited by relief;
- 3.21.11 "**local authority**":
- (a) means the Bay of Plenty Regional Council, the Tauranga City Council, and the Western Bay of Plenty District Council; and
 - (b) does not include the Minister of Local Government in the Minister's capacity as a territorial authority under section 22 of the Local Government Act 2002;
- 3.21.12 "**management agency**" means:
- (a) a department within the meaning of section 2 of the State Sector Act 1988 if the department has powers, functions or duties in relation to Tauranga Moana; and
 - (b) a statutory entity within the meaning of section 7 of the Crown Entities Act 2004 if the statutory entity has powers, functions or duties in relation to Tauranga Moana;
- 3.21.13 "**natural resource**":
- (a) means:
 - (i) plants and animals of all kinds;
 - (ii) the air, water, and soil in or on which any plant or animal lives or may live;
 - (iii) landscape and landform;
 - (iv) geological features; and
 - (v) systems of interacting living organisms, and their environment; and

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- (b) includes any interest in a natural resource;
- 3.21.14 "**offshore island**" means a naturally formed area of land that, at mean high-water tides, is surrounded by coastal water but is not submerged by water;
- 3.21.15 "**public notice**" has the meaning given to it by the Resource Management Act 1991;
- 3.21.16 "**qualified Resource Management Act 1991 decision-maker**" means a person accredited under a programme approved and notified under section 39A of the Resource Management Act 1991;
- 3.21.17 "**relevant Resource Management Act 1991 planning document**" means each of the following, as defined in the Resource Management Act 1991, if it applies to Tauranga Moana:
- (a) a district plan;
 - (b) a proposed district plan;
 - (c) a regional plan;
 - (d) a proposed regional plan;
 - (e) a regional policy statement;
 - (f) a proposed regional policy statement;
- 3.21.18 "**shared principles**" means the principles referred to in clause 2.23 of the main body of the deed;
- 3.21.19 "**Ngā Tai ki Mauao**" and "**Tauranga Moana framework document**" mean the document prepared and amended pursuant to part 2 of the Appendix to this part;
- 3.21.20 "**Tauranga Moana hapū**" means the hapū of the Tauranga Moana iwi;
- 3.21.21 "**Tauranga Moana iwi**" has the meaning provided in clause 8.3 of the main body of the deed;
- 3.21.22 "**Tauranga Moana iwi and hapū**" means Tauranga Moana iwi and Tauranga Moana hapū; and
- 3.21.23 "**Tauranga Moana Iwi Collective**" means governance entities of Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangī and Ngāti Pūkenga acting jointly.

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APPENDIX TO PART 3

PART 1: TAURANGA MOANA GOVERNANCE GROUP

Membership

1 The collective legislation will provide that:

Composition of membership

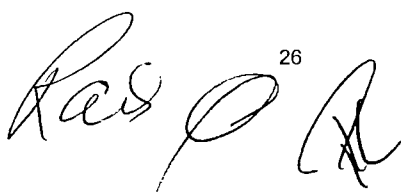
- 1.1 the Tauranga Moana Governance Group consists of 10 members being:
 - 1.1.1 1 member appointed by the Ngā Hapū o Ngāti Ranginui governance entity;
 - 1.1.2 1 member appointed by the Ngāi Te Rangi governance entity;
 - 1.1.3 1 member appointed by the Ngāti Pūkenga governance entity;
 - 1.1.4 1 member appointed by the Tauranga Moana Iwi Collective;
 - 1.1.5 1 member appointed by the governance entity of the iwi with recognised interests in Tauranga Moana;
 - 1.1.6 1 member appointed by the Minister for the Environment;
 - 1.1.7 the chair of the Bay of Plenty Regional Council or the chair's delegate;
 - 1.1.8 the mayor of the Tauranga City Council or the mayor's delegate;
 - 1.1.9 the mayor of the Western Bay of Plenty District Council or the mayor's delegate; and
 - 1.1.10 1 member appointed by the Bay of Plenty Regional Council to reflect paragraph 10.4;
- 1.2 in appointing a person as a member under paragraphs 1.1.1 to 1.1.6, the appointers must have regard to the person's standing; knowledge, experience and expertise relevant to the purpose and functions of the Tauranga Moana Governance Group;
- 1.3 delegates under paragraphs 1.1.7 to 1.1.9 and the member appointed under paragraph 1.1.10 must be elected members of the relevant local authorities;
- 1.4 membership of the Tauranga Moana Governance Group by persons who are members of a local authority does not have the effect of making the Tauranga Moana Governance Group a council organisation or a council-controlled organisation;

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Method of appointment and length of membership

- 1.5 a member is appointed under paragraphs 1.1.1 to 1.1.6 by the appointer(s) of the member giving a written or electronic notice to:
- 1.5.1 the other appointers;
 - 1.5.2 the local authorities: and
 - 1.5.3 the Tauranga Moana Governance Group;
- 1.6 a notice given under paragraph 1.5 must state the date on which the appointment starts;
- 1.7 each member appointed under paragraphs 1.1.1 to 1.1.6:
- 1.7.1 is appointed for a term of up to 3 years; and
 - 1.7.2 may be reappointed for further terms of up to 3 years each;
- 1.8 each ex officio member under paragraphs 1.1.7 to 1.1.10:
- 1.8.1 remains a member for so long as the member holds the office referred to in paragraphs 1.1.7 to 1.1.10; and
 - 1.8.2 ceases to be a member when they cease to hold the relevant office;
- 1.9 each member pursuant to a delegation under paragraphs 1.1.7 to 1.1.9 ceases to be a member on the earlier of:
- 1.9.1 the expiry or termination of the delegation; or
 - 1.9.2 the ex officio member who made the delegation ceasing to hold the office referred to in paragraphs 1.1.7 to 1.1.9;
- 1.10 the member appointed under paragraph 1.1.10 ceases to be a member on the earlier of:
- 1.10.1 the expiry or termination of the appointment; or
 - 1.10.2 the member ceasing to hold the office referred to in paragraph 1.3;
- 1.11 any fees or reimbursing allowances paid to members by their appointers or by the administering authority must be at the rates determined by the Minister of Finance in accordance with the framework determined by the government for the classification and remuneration of statutory and other bodies in which the Crown has an interest;
- 1.12 appointers or the administering authority may reimburse members for actual and reasonable expenses incurred in undertaking the duties and functions of the Tauranga Moana Governance Group;
- 1.13 a member is not liable for anything done or omitted in good faith in the carrying out of the functions of the Tauranga Moana Governance Group or the exercise of its powers;

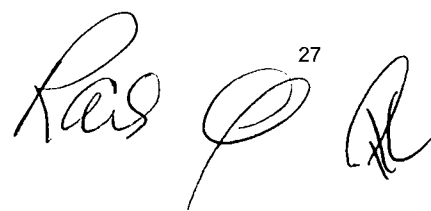
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3: TAURANGA MOANA FRAMEWORK

Cessation of membership

- 1.14 paragraphs 1.15 to 1.21 apply to members appointed under paragraphs 1.1.1 to 1.1.6.
- 1.15 a member whose term of appointment has ended under paragraph 1.7.1 continues to hold office until:
- 1.15.1 the member is reappointed; or
 - 1.15.2 the appointer of the member appoints a successor for the member;
- 1.16 a member may resign from the Tauranga Moana Governance Group by giving 4 weeks' written or electronic notice to:
- 1.16.1 the appointers; and
 - 1.16.2 the other members;
- 1.17 a member is removed as a member of the Tauranga Moana Governance Group by the appointer of the member giving a written or electronic notice to:
- 1.17.1 the other appointers; and
 - 1.17.2 the Tauranga Moana Governance Group;
- 1.18 a notice given under paragraph 1.17 must state the date on which the appointment stops;
- 1.19 an appointer may give notice under paragraph 1.17 only if the appointer is satisfied that the member:
- 1.19.1 is unable to perform the functions of office;
 - 1.19.2 is bankrupt;
 - 1.19.3 has neglected his or her duty as a member; or
 - 1.19.4 has been guilty of misconduct;
- 1.20 paragraph 1.21 applies if:
- 1.20.1 a member dies;
 - 1.20.2 a member's term of appointment ends and the member is not reappointed;
 - 1.20.3 a member resigns; or
 - 1.20.4 a member is removed as a member;
- 1.21 the appointer of the member must appoint a successor to the member as soon as reasonably practicable and within 4 weeks.

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**TAURANGA MOANA IWI COLLECTIVE DEED
LEGISLATIVE MATTERS**

3: TAURANGA MOANA FRAMEWORK

Co-chairs

- 2 The collective legislation will provide that:
- 2.1 two members of the Tauranga Moana Governance Group are to be co-chairs;
 - 2.2 the appointers of members under paragraph 1.1.1 to 1.1.4 must designate one of those members to be one of the co-chairs;
 - 2.3 the appointed and ex officio members under paragraphs 1.1.6 to 1.1.9 must designate one of their number to be one of the co-chairs;
 - 2.4 a co-chair:
 - 2.4.1 holds office for a term of up to 3 years unless before his or her term as co-chair ends he or she ceases to be a member of the Tauranga Moana Governance Group; and
 - 2.4.2 may hold office for further terms of up to 3 years each for so long as he or she continues to be a member of the Tauranga Moana Governance Group;
 - 2.5 when designating a person to be a co-chair under paragraphs 2.2 and 2.3 those responsible for making the designation must consider the person's standing, knowledge, experience, and expertise relevant to the purpose and functions of the Tauranga Moana Governance Group.

Standing orders

- 3 The collective legislation will provide that:
- 3.1 the Tauranga Moana Governance Group will adopt a set of standing orders;
 - 3.2 the standing orders must not contravene the collective legislation, any other enactment, or the general law.

Setting up meetings

- 4 The collective legislation will provide that:
- 4.1 the Tauranga Moana Governance Group:
 - 4.1.1 must hold at least one meeting a year; and
 - 4.1.2 may hold as many meetings as are necessary to enable the Tauranga Moana Governance Group to perform its functions and exercise its powers properly;
 - 4.2 at least 5 business days' notice must be given for a meeting of the Tauranga Moana Governance Group;
 - 4.3 the notice must be given to each member;
 - 4.4 the notice must state the date, time, and place of the meeting; and

**TAURANGA MOANA IWI COLLECTIVE DEED
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- 4.5 the notice must be given by hand, by post, or by an electronic means;
- 4.6 a member may waive the requirement of giving notice of a meeting to him or her;
- 4.7 a member may request leave of absence from a particular meeting.

At meetings

- 5 The collective legislation will provide that:
 - 5.1 the Tauranga Moana Governance Group must keep and approve the minutes of its meetings;
 - 5.2 the properly kept and approved minutes are prima facie evidence of the business transacted at the meetings;
 - 5.3 a resolution of the Tauranga Moana Governance Group is valid when the co-chairs certify it;
 - 5.4 a member has the right to attend any meeting, unless lawfully excluded;
 - 5.5 a member unable to attend a meeting in person may attend by way of an electronic means;
 - 5.6 the quorum for meetings is 5 members, who must include:
 - 5.6.1 at least one of the co-chairs; and
 - 5.6.2 two members appointed under paragraphs 1.1.1 to 1.1.5; and
 - 5.6.3 two members referred to in paragraphs 1.1.6 to 1.1.10;
 - 5.7 a meeting is properly constituted if a quorum is present;
 - 5.8 at least a quorum must be present during the whole of the time at which the business is transacted at the meeting;
 - 5.9 members may bring to meetings such advisers as the Tauranga Moana Governance Group considers necessary to facilitate the efficient transaction of the meeting's business;
 - 5.10 the Minister for the Environment may, at the Minister's sole discretion, attend any meeting of the Tauranga Moana Governance Group and must attend the first meeting of the Tauranga Moana Governance Group following its establishment; and
 - 5.11 to avoid doubt, when the Minister for the Environment attends a meeting of the Tauranga Moana Governance Group the Minister will not participate or vote in decision-making by the Tauranga Moana Governance Group but may be present when decisions are made.

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3: TAURANGA MOANA FRAMEWORK

Decision-making

- 6 The collective legislation will provide that:
- 6.1 members must reach decisions pursuing:
 - 6.1.1 the highest level of good faith engagement; and
 - 6.1.2 consensus decision-making;
 - 6.2 if, in the opinion of one or both of the co-chairs consensus is not practicable after reasonable discussion, a decision may be made by the Tauranga Moana Governance Group by:
 - 6.2.1 a minimum majority of 6 of those members present and voting at the meeting; or
 - 6.2.2 if less than 6 members are present and voting, a minimum majority of 5 of those members present and voting at the meeting;
 - 6.3 the co-chairs may vote on any matter but do not have a casting vote; and
 - 6.4 members must approach decision-making in a manner that is consistent with, and reflects, the purpose of the Tauranga Moana Governance Group.

Validity and invalidity

- 7 The collective legislation will provide that:
- 7.1 the appointment of a member is not invalid because of a defect in the appointment;
 - 7.2 a meeting is not invalid if a member does not receive a notice of the meeting or does not receive it in time unless:
 - 7.2.1 the person responsible for giving the notice is proved to have acted in bad faith or without reasonable care; and
 - 7.2.2 the member concerned did not attend the meeting; and
 - 7.3 nothing done by the Tauranga Moana Governance Group is invalid because of:
 - 7.3.1 a vacancy in the membership of the Tauranga Moana Governance Group at the time the thing was done; or
 - 7.3.2 the subsequent discovery of a defect in the appointment of a person acting as a member; or
 - 7.3.3 the subsequent discovery that the person was incapable of being a member;
 - 7.3.4 a member contravenes paragraph 8.1; or
 - 7.3.5 the absence of a member appointed under paragraphs 1.1.5 or 1.1.10.




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TAURANGA MOANA IWI COLLECTIVE DEED
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3: TAURANGA MOANA FRAMEWORK

Conflicts of interest

- 8 The collective legislation will provide that:
- 8.1 a member of the Tauranga Moana Governance Group is required to disclose any actual or potential interest in a matter;
 - 8.2 the Tauranga Moana Governance Group will maintain an interests register and will record any actual or potential interests that are disclosed to it by members;
 - 8.3 a member of the Tauranga Moana Governance Group is not precluded from discussing or voting on a matter:
 - 8.3.1 merely because the member is descended from an ancestor of a Tauranga Moana iwi; or
 - 8.3.2 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Tauranga Moana Governance Group are reflected in:
 - (a) the subject matter under consideration;
 - (b) any decision by or recommendation of the Tauranga Moana Governance Group; or
 - (c) participation in the matter by the member;
 - 8.4 to avoid doubt, the affiliation of a member of the Tauranga Moana Governance Group to a Tauranga Moana iwi is not an interest that must be disclosed or recorded under paragraph 8.1;
 - 8.5 in paragraphs 8.1 to 8.7, **matter** means:
 - 8.5.1 the performance by the Tauranga Moana Governance Group of its functions or exercise of its powers; or
 - 8.5.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by or on behalf of the Tauranga Moana Governance Group;
 - 8.6 a member of the Tauranga Moana Governance Group has an actual or potential interest in a matter, in terms of paragraphs 8.1 to 8.7, if he or she:
 - 8.6.1 may derive a financial benefit from the matter; or
 - 8.6.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or
 - 8.6.3 may have a financial interest in a person to whom the matter relates; or
 - 8.6.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
 - 8.6.5 is otherwise directly or indirectly interested in the matter;

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8.7 despite paragraph 8.6, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Tauranga Moana Governance Group.

Status for purposes of certain enactments

9 The collective legislation will provide that:

9.1 the Tauranga Moana Governance Group is:

9.1.1 a public authority for the purposes of the definition of public authority in the Resource Management Act 1991;

9.1.2 a public body for the purposes of clause 30 of schedule 7 of the Local Government Act 2002; and

9.2 any information or document obtained or created for the purposes of, or in the course of business of, the Tauranga Moana Governance Group:

9.2.1 is to be treated as "official information" for the purposes of the Local Government Official Information and Meetings Act 1987 if it is held by a local authority or a member of a local authority; and

9.2.2 is to be treated as "official information" for the purposes of the Official Information Act 1982 if it is held by:

(a) a Minister;

(b) a department or organisation as those terms are defined in section 2 of the Official Information Act 1982; or

(c) an official or member of a department or organisation referred to in paragraph 9.2.2(b).

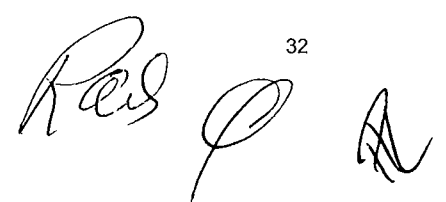
MEMBERSHIP TO PROVIDE FOR RECOGNISED INTERESTS

10 The collective legislation will provide that:

10.1 the member under paragraph 1.1.5 may only be appointed by iwi with recognised interests;

10.2 the member under paragraph 1.1.5 is entitled to participate whenever the Tauranga Moana Governance Group is considering matters that relate to or could reasonably be considered to have an actual or potential effect on a recognised interest area;

10.3 in the event of any disagreement on whether paragraph 10.2 applies, the Tauranga Moana Governance Group will make a decision on the matter in accordance with paragraph 6 and the members under paragraph 1.1.5 and 1.1.10 will be entitled to participate in that process;

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3: TAURANGA MOANA FRAMEWORK

Additional local government member

- 10.4 the member appointed by the Bay of Plenty Regional Council under paragraph 1.1.10 may attend those parts of the meetings that are attended by the member appointed under paragraph 1.1.5.

Definitions

"**recognised interests**" means the interests of iwi, other than Tauranga Moana iwi, that are relevant to the Tauranga Moana Framework and are confirmed in legislation giving effect to future settlements of historical Treaty of Waitangi claims;

"**recognised interest area**" means an area containing recognised interests of iwi, other than Tauranga Moana iwi, that are relevant to the Tauranga Moana Framework and is confirmed in legislation giving effect to future settlements of historical Treaty of Waitangi claims.

PROVISION FOR RECOGNISED INTERESTS

- 10.5 Subject to paragraph 10.6, where in any paragraph in this part 3 and Appendix part 1 and 2 there is a reference to Tauranga Moana iwi or Tauranga Moana iwi and hapū, that paragraph will also apply to iwi with recognised interests insofar as that paragraph relates to the recognised interest area.
- 10.6 Paragraph 10.5 does not apply to paragraph 3.17.6 or paragraphs 3.21.20 to 3.21.23.

PART 2: NGĀ TAI KI MAUAO - THE TAURANGA MOANA FRAMEWORK DOCUMENT

The collective legislation will provide as follows:

Preparation of Draft of Ngā Tai ki Mauao (the Tauranga Moana framework document)

- 1 After its first meeting, the Tauranga Moana Governance Group will:
 - 1.1 commence the preparation of a draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) no later than six months after the first meeting following its establishment; and
 - 1.2 complete the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) no later than three years after the first meeting following its establishment.
- 2 During the preparation of a draft of Ngā Tai ki Mauao (the Tauranga Moana framework document), the Tauranga Moana Governance Group must consult with:
 - 2.1 governance entities representing iwi and hapū who have interests within the areas marked "A" and "B" on the Tauranga Moana framework plan in the attachments;
 - 2.2 the local authorities; and
 - 2.3 the management agencies.
- 3 During the preparation of a draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) the Tauranga Moana Governance Group may:
 - 3.1 consult with any other person or organisation; and
 - 3.2 seek any information, commission any reports or take any other action considered appropriate by the Tauranga Moana Governance Group.
- 4 The Tauranga Moana Governance Group must ensure that the contents of the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) comply with paragraph 3.15 of part 3;
- 5 During the preparation of the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document), the Tauranga Moana Governance Group must:
 - 5.1 take into account any relevant planning document recognised by a Tauranga Moana iwi or Tauranga Moana hapū authority and lodged with the Tauranga Moana Governance Group, to the extent that its content has a bearing on the purpose of Ngā Tai ki Mauao (the Tauranga Moana framework document); and
 - 5.2 consider:
 - 5.2.1 whether to include any of the matters set out in paragraph 3.15.1(d) of part 3;

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- 5.2.2 the extent to which the discretionary matters to be included in the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) are the most appropriate way to achieve the purpose of Ngā Tai ki Mauao (the Tauranga Moana framework document);
- 5.2.3 potential alternatives to the discretionary matters included in the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document); and
- 5.2.4 the potential benefits and costs of the matters to be included in the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document).
- 6 The Tauranga Moana Governance Group must document the matters referred to in paragraphs 5.1 and 5.2.
- Public Notice of Draft of Ngā Tai ki Mauao (the Tauranga Moana framework document)**
- 7 Within one month after preparing the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document), the Tauranga Moana Governance Group must notify the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) by:
- 7.1 giving public notice;
- 7.2 giving written notice to the persons and organisations who provided comment under paragraphs 2 and 3;
- 7.3 any other means the Tauranga Moana Governance Group considers appropriate; and
- 7.4 ensuring the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) and any other document the Tauranga Moana Governance Group considers relevant are available for public inspection.
- 8 The public notice of the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) must state that:
- 8.1 the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) is available for inspection at the places and times specified in the notice;
- 8.2 interested persons or organisations may lodge submissions on the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document):
- 8.2.1 in written or electronic form;
- 8.2.2 with the Tauranga Moana Governance Group;
- 8.2.3 at the place specified in the notice;
- 8.2.4 before the date specified in the notice; and
- 8.2.5 specifying whether the submitter wishes to be heard in person in support of their submission.
- 8.3 Submissions may be given in Māori.

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8.4 The date specified in the public notice for lodging submissions must be at least 40 business days after the public notice required under paragraph 7.1.

Hearing of Submissions

- 9 The Tauranga Moana Governance Group must:
- 9.1 give every person and organisation who asked to be heard in support of their submission:
- 9.1.1 notice in writing of not less than 10 business days stating the dates, times and places of any hearings; and
- 9.1.2 a reasonable opportunity of appearing before and being heard by the Tauranga Moana Governance Group; and
- 9.2 give public notice of the dates, times and places where hearings will be held.
- 10 The Tauranga Moana Governance Group:
- 10.1 may appoint a committee to fulfil the duty of the Tauranga Moana Governance Group to hear submissions;
- 10.2 may appoint to that committee any person that the Tauranga Moana Governance Group considers to be appropriately qualified to hear submissions whether or not they are a member of the Tauranga Moana Governance Group, and
- 10.3 must not appoint to that committee any person if there are grounds upon which a fair minded observer might reasonably apprehend that that person has predetermined the outcome of the hearing or is biased.
- 11 At any hearing of submissions on the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document):
- 11.1 every person and organisation who asked to be heard in support of their submission may speak, either personally or through a representative, and call evidence;
- 11.2 submissions and evidence may be given in Māori;
- 11.3 the Tauranga Moana Governance Group or the hearing committee (if one is appointed) may:
- 11.3.1 apply to the hearing such rules of kawa and tikanga as it considers appropriate;
- 11.3.2 if it considers there is likely to be excessive repetition, limit the circumstances in which persons or organisations having the same interest in the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) may speak or call evidence;
- 11.3.3 request any person or organisation to provide further information or evidence in support of a submission;


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- 11.3.4 commission reports, or take any other action considered appropriate by the Tauranga Moana Governance Group in relation to the hearing of submissions; and
- 11.3.5 otherwise regulate its procedures as it sees fit; and
- 11.4 the following provisions of the Commissions of Inquiry Act 1908 apply:
 - 11.4.1 section 4 which gives power to maintain order;
 - 11.4.2 section 4B which relates to evidence; and
 - 11.4.3 section 6 which relates to the protection of witnesses.

Protection of sensitive information

- 12 The Tauranga Moana Governance Group or the hearing committee (if one is appointed) may, of its own motion or on the application of a person making a submission on the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document), make an order described in paragraph 13 where it is satisfied:
 - 12.1 the order is necessary to avoid:
 - 12.1.1 serious offence to tikanga Māori or to avoid disclosure of the location of wāhi tapu or other sites of significance; or
 - 12.1.2 disclosure of a trade secret or unreasonable prejudice to the commercial position of the person who supplied, or is the subject of, the information; and
 - 12.2 in the circumstances; the importance of avoiding such offence, disclosure or prejudice outweighs the public interest in making the information available.
- 13 The Tauranga Moana Governance Group or the hearing committee (if one is appointed) may:
 - 13.1 make an order under paragraph 12 that the whole or any part of any hearing at which the information (including any document or evidence) is likely to be referred to shall be held with the public excluded and, for the purposes of section 48 of the Local Government Official Information and Meetings Act 1987, the order is deemed to be a resolution passed under that section;
 - 13.2 make an order under paragraph 12 prohibiting or restricting the publication or communication of any information (including a document or evidence) supplied to it, or obtained by it, in the course of receiving or hearing submissions, whether or not the information may be material to its determination and approval of Ngā Tai ki Mauao (the Tauranga Moana framework document);
 - 13.3 express an order made for the purposes of paragraph 12.1.1 to have effect from the commencement of any hearing to which the order relates and for an indefinite period or until such date as it considers appropriate in the circumstances; and

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13.4 express an order made for the purposes of paragraph 12.1.2 to have effect from the commencement of any hearing to which the order relates but shall cease to have any effect at the conclusion of the hearing.

Approval of Ngā Tai ki Mauao (the Tauranga Moana framework document)

14 The Tauranga Moana Governance Group:

14.1 to the extent that a submission is relevant to the purpose of Ngā Tai ki Mauao (the Tauranga Moana framework document), must consider each written or oral submission received by it;

14.2 may amend that draft of Ngā Tai ki Mauao (the Tauranga Moana framework document) where such an amendment relates to a matter raised in a written and/or oral submission and is consistent with and furthers the purpose of Ngā Tai ki Mauao (the Tauranga Moana framework document); and

14.3 must complete a written report setting out:

14.3.1 the reasons for:

(a) the Tauranga Moana Governance Group's responses to submissions (without being required to address every submission individually); and

(b) any amendments to the draft of Ngā Tai ki Mauao (the Tauranga Moana framework document); and

14.3.2 any other matter arising from the submissions that the Tauranga Moana Governance Group considers relevant to Ngā Tai ki Mauao (the Tauranga Moana framework document).

15 Having completed the steps referred to in paragraph 14, the Tauranga Moana Governance Group must:

15.1 approve Ngā Tai ki Mauao (the Tauranga Moana framework document);

15.2 make the approved Ngā Tai ki Mauao (the Tauranga Moana framework document) and the written report required under paragraph 14.3 available for public inspection;

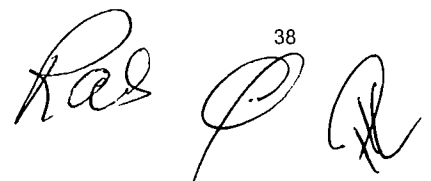
15.3 notify the approved Ngā Tai ki Mauao (the Tauranga Moana framework document) by:

15.3.1 giving public notice;

15.3.2 giving written notice to the persons and organisations who made submissions; and

15.3.3 any other means the Tauranga Moana Governance Group considers appropriate.

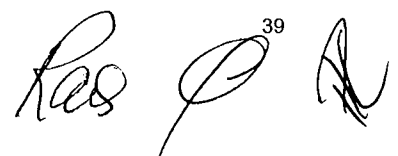
16 The notification of the approved Ngā Tai ki Mauao (the Tauranga Moana framework document) required under paragraph 15.3 must state:

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- 16.1 when the approved Ngā Tai ki Mauao (the Tauranga Moana framework document) comes into force; and
- 16.2 where the approved Ngā Tai ki Mauao (the Tauranga Moana framework document) is available for public inspection.
- 17 The approved Ngā Tai ki Mauao (the Tauranga Moana framework document) comes into force on the date specified in the notification required under paragraphs 15.3 and 16.1.
- Reviewing and amending Ngā Tai ki Mauao (the Tauranga Moana framework document)**
- 18 The Tauranga Moana Governance Group must commence a review of Ngā Tai ki Mauao (the Tauranga Moana framework document):
- 18.1 no earlier than 5 years and no later than 10 years after Ngā Tai ki Mauao (the Tauranga Moana framework document) comes into effect; and subsequently
- 18.2 no earlier than 5 years and no later than 10 years after the previous review, including reviews under paragraph 19.
- 19 In addition to reviews required under paragraph 18, the Tauranga Moana Governance Group may commence a review of Ngā Tai ki Mauao (the Tauranga Moana framework document) at any time the Tauranga Moana Governance Group considers necessary to address changing environmental conditions or new issues of significant relevance to Ngā Tai ki Mauao (the Tauranga Moana framework document).
- 20 During a review of Ngā Tai ki Mauao (the Tauranga Moana framework document) under paragraph 18 or paragraph 19, the Tauranga Moana Governance Group:
- 20.1 must:
- 20.1.1 consult with:
- (a) governance entities representing iwi and hapū who have interests within the areas marked "A" and "B" on the Tauranga Moana framework plan in the attachments;
 - (b) the local authorities; and
 - (c) the management agencies; and
- 20.1.2 comply with the requirements of paragraph 4 to 6; and
- 20.3 may:
- 20.3.1 consult with any other person or organisation; and
- 20.3.2 seek any information, commission any reports or take any other action considered appropriate by the Tauranga Moana Governance Group.
- 21 If the Tauranga Moana Governance Group considers as a result of a review that Ngā Tai ki Mauao (the Tauranga Moana framework document) should be amended in a

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material manner, the amendment must be prepared and approved in accordance with paragraphs 7 to 17.

- 22 The Tauranga Moana Governance Group may approve any amendment to Ngā Tai ki Mauao (the Tauranga Moana framework document) that the Tauranga Moana Governance Group considers is of minor effect and having done so must:
- 22.1 make the amended Ngā Tai ki Mauao (the Tauranga Moana framework document) available for public inspection;
 - 22.2 notify the amended Ngā Tai ki Mauao (the Tauranga Moana framework document) by:
 - 22.2.1 giving public notice; and
 - 22.2.2 any other means the Tauranga Moana Governance Group considers appropriate; and
 - 22.3 the notification of the amended Ngā Tai ki Mauao (the Tauranga Moana framework document) required under paragraph 22.2 must state:
 - 22.3.1 when the amended Ngā Tai ki Mauao (the Tauranga Moana framework document) comes into force; and
 - 22.3.2 where the amended Ngā Tai ki Mauao (the Tauranga Moana framework document) is available for public inspection.



4 PROVISIONS FOR STATUTORY ACKNOWLEDGEMENT

General

- 4.1 The collective legislation is to provide for a statutory acknowledgement on the terms provided in this part.

Crown to acknowledge statements of association

- 4.2 The Crown is to acknowledge the statements of association in the form set out in part 1 of the documents schedule to the collective deed.

Purposes of statutory acknowledgement to be specified

- 4.3 The only purposes of the statutory acknowledgment are to –
- 4.3.1 require relevant consent authorities, the Environment Court and Heritage New Zealand Pouhere Taonga, to have regard to the statutory acknowledgement, as provided for in paragraphs 4.4 to 4.9; and
 - 4.3.2 require relevant consent authorities to forward summaries of resource consent applications, and copies of notices of resource consent applications, to the collective entity and each representative entity, as provided for in paragraphs 4.14 to 4.18; and
 - 4.3.3 enable the collective entity, each representative entity and any member of Tauranga Moana iwi to cite the statutory acknowledgement as evidence of the association of Tauranga Moana iwi with the relevant statutory areas, as provided for in paragraph 4.3.1.

Relevant consent authorities to be required to have regard to statutory acknowledgement

- 4.4 A relevant consent authority is to be required to have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 95E of the Resource Management Act 1991, if the collective entity is a person who may be affected by the granting of a resource consent.
- 4.5 Paragraph 4.4 is –
- 4.5.1 to apply to a relevant consent authority that has received an application for a resource consent for an activity within, adjacent to, or directly affecting, a statutory area; and
 - 4.5.2 to apply on and from the effective date; and
 - 4.5.3 not to limit the obligations of a relevant consent authority under the Resource Management Act 1991.

4: PROVISIONS FOR STATUTORY MANAGEMENT

Environment Court to be required to have regard to statutory acknowledgement

4.6 The Environment Court is to be required to have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the collective entity is a person with an interest in proceedings greater than the general public in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the statutory area.

4.7 Paragraph 4.6 is to –

4.7.1 apply on and from the effective date; and

4.7.2 not limit the obligations of the Environment Court under the Resource Management Act 1991.

Heritage New Zealand Pouhere Taonga and Environment Court to be required to have regard to statutory acknowledgement

4.8 That –

4.8.1 this paragraph applies if an application is made under section 44, 56 or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 for an authority to destroy, damage, or modify an archaeological site within a statutory area; and

4.8.2 Heritage New Zealand Pouhere Taonga is to be required to have regard to the statutory acknowledgement relating to a statutory area in exercising its powers under section 48, 56 or 62 of the Heritage New Zealand Pouhere Taonga Act 2014 in relation to the application; and

4.8.3 the Environment Court is to be required to have regard to the statutory acknowledgement relating to a statutory area in determining, under section 59 of the Heritage New Zealand Pouhere Taonga Act 2014, an appeal from a decision of Heritage New Zealand Pouhere Taonga in relation to the application, including determining whether the collective entity is directly affected by the decision; and

4.8.4 **archaeological site** has the meaning given to it in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014.

4.9 Paragraph 4.8 is to apply on and from the effective date.

Statutory acknowledgement to be required to be recorded on statutory plans

4.10 Each relevant consent authority is to be required to attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.

4.11 Paragraph 4.10 is to apply on and from the effective date.

4: PROVISIONS FOR STATUTORY MANAGEMENT

- 4.12 The information to be required to be attached must include –
- 4.12.1 the provisions of the collective legislation giving effect to paragraphs 4.3 to 4.9 in full; and
 - 4.12.2 the descriptions of the statutory areas; and
 - 4.12.3 the statements of association.

Effect of the recording to be provided for

- 4.13 Unless the information attached to a statutory plan under paragraph 4.10 is adopted by the relevant consent authority as part of the statutory plan, the information is –
- 4.13.1 to be for the purposes of public information only; and
 - 4.13.2 not to be –
 - (a) part of the plan; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

Consent authorities to be required to forward summaries and notices of resource consent applications

- 4.14 Each relevant consent authority is to be required to forward to the collective entity and each representative entity –
- 4.14.1 a summary of resource consent applications received by that authority for activities within, adjacent to, or directly affecting a statutory area; and
 - 4.14.2 if notice of an application for a resource consent is served on the authority under section 145(10) of the Resource Management Act 1991, a copy of that notice.
- 4.15 Paragraph 4.14 is to apply for a period of 20 years on and from the effective date.
- 4.16 The information to be forwarded in a summary is to be –
- 4.16.1 the same as would be given to an affected person under section 95B of the Resource Management Act 1991; or
 - 4.16.2 as agreed between the collective entity or each representative entity and the relevant consent authority.
- 4.17 A summary to be forwarded under paragraph 4.14.1 must be forwarded to the collective entity and each representative entity –
- 4.17.1 as soon as reasonably practicable after an application is received; and
 - 4.17.2 before the consent authority decides under section 95(a) of the Resource Management Act 1991 whether to notify the application.

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4: PROVISIONS FOR STATUTORY MANAGEMENT

- 4.18 A copy of the notice to be forwarded under paragraph 4.14.2 must be forwarded to the collective entity and each representative entity no later than 10 business days after the day on which the consent authority receives the notice.

Collective entity and each representative entity to be given ability to waive rights

- 4.19 The collective entity and each representative entity is to be given the power, by notice in writing to a relevant consent authority, to –

4.19.1 waive its rights under paragraphs 4.14 to 4.18; and

4.19.2 state the scope of the waiver and the period it applies for.

Forwarding of summaries and notices not to limit other obligations

- 4.20 Paragraphs 4.14 to 4.18 are not to limit the obligations of a relevant consent authority to –

4.20.1 decide, under section 95 of the Resource Management Act 1991 whether to notify an application; or

4.20.2 decide under section 95E of that Act whether the collective entity is an affected person in relation to an application.

Use of statutory acknowledgement by Tauranga Moana iwi to be provided for

- 4.21 The collective entity, and any member of Tauranga Moana iwi, may, as evidence of the association of Tauranga Moana iwi with a statutory area, cite the statutory acknowledgement in submissions to, and in proceedings before, a relevant consent authority, the Environmental Protection Authority or a board of inquiry under part 6AA of the Resource Management Act 1991, the Environment Court or Heritage New Zealand Pouhere Taonga concerning activities within, adjacent to or directly affecting the statutory area.

Limitations in relation to statutory acknowledgement to be provided for

- 4.22 The content of a statement of association is not to be, by virtue of the statutory acknowledgement, binding as fact on –

4.22.1 relevant consent authorities:

4.22.2 the Environment Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991:

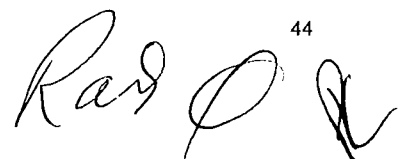
4.22.3 the Environment Court:

4.22.4 Heritage New Zealand Pouhere Taonga:

4.22.5 parties to proceedings before those bodies:

4.22.6 any other person who is entitled to participate in those proceedings.

- 4.23 Despite paragraph 4.22, the bodies and persons specified in that paragraph are to be permitted to take the statutory acknowledgement into account.

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TAURANGA MOANA IWI COLLECTIVE DEED
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4: PROVISIONS FOR STATUTORY MANAGEMENT

4.24 To avoid doubt, –

4.24.1 neither the collective entity, nor members of Tauranga Moana iwi, are precluded from stating that Tauranga Moana iwi has an association with a statutory area that is not described in the statutory acknowledgement; and

4.24.2 the content and existence of the statutory acknowledgement do not limit any statement made.

Limitations in relation to statutory acknowledgement to be provided for

4.25 Except as expressly required by the collective legislation, –

4.25.1 no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Tauranga Moana iwi with a statutory area (as described in a statement of association) than the person would give if there were no statutory acknowledgement; and

4.25.2 The statutory acknowledgement is not to –

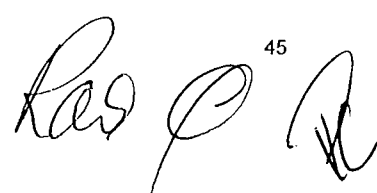
(a) affect, or be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; or

(b) affect the lawful rights and interests of a person who is not a party to the collective deed; or

(c) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

Resource Management Act 1991 to be amended

4.26 Amend Schedule 11 of the Resource Management Act 1991 by inserting the name of the collective legislation in alphabetical order.


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4A PROVISIONS FOR MAUAO JOINT MANAGEMENT AGREEMENT

General

- 4A.1 The collective legislation is to provide for the transfer of the control and management of the Mauao Historic Reserve to a new joint administering body on the terms set out in clause 4.2 and in this part.

Administration

- 4A.2 If the Mauao Trust and the Tauranga City Council jointly agree that the joint board is no longer to be the administering body of the Mauao Historic Reserve and that the Mauao Trust is to be the administering body for the Mauao Historic Reserve:

4A.2.1 the Mauao Trust and Tauranga City Council will give notice of such intention to the Minister of Conservation, and a minimum of 12 months' notice to the joint board.

4A.2.2 the Minister will, by notice in the Gazette, declare that:

- (a) the joint board is no longer the administering body for the Mauao Historic Reserve, as the case may be; and
- (b) the Mauao Trust is the administering body for the Mauao Historic Reserve, as the case may be.

- 4A.3 While the joint board is the administering body of the Mauao Historic Reserve, in relation to any application for an easement under section 48 of the Reserves Act 1977 or a statutory authorisation under sections 50 and 51 of the Reserves Act or a lease under section 58A of the Reserves Act 1977 or a license under section 74 of the Reserves Act 1977 over the reserve:

4A.3.1 the Mauao Trust will be the decision maker in respect of that application under the Reserves Act 1977 as if the Mauao Trust was the administering body of the Mauao Historic Reserve; and

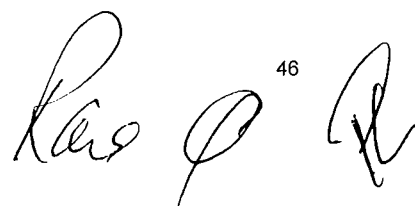
4A.3.2 to avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply.

- 4A.4 The Mauao Trust and the Tauranga City Council will enter into a memorandum of understanding regarding the day-to-day management of the Mauao Historic Reserve including the Council providing administrative and advisory services to the joint board.

- 4A.5 Subject to paragraph 4A.3 the joint board may exercise or perform in relation to the Mauao Historic Reserve a power or function:

4A.5.1 that the Minister of Conservation has delegated to all local authorities under section 10 of the Reserves Act 1977; and

4A.5.2 that is relevant to the Mauao Historic Reserve. The delegation applies to the joint board with the necessary modifications.


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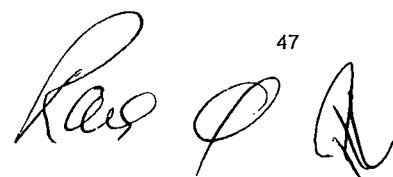
TAURANGA MOANA IWI COLLECTIVE DEED
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4A: PROVISIONS FOR MAUAO JOINT MANAGEMENT AGREEMENT

- 4A.6 The joint board shall seek the prior approval of the Mauao Trust before exercising or performing a delegated power or function.
- 4A.7 For the avoidance of doubt, the joint board is not a council organisation or a council controlled organisation for the purposes of the Local Government Act 2002.

Management Plan

- 4A.8 The joint board will prepare in accordance with section 41 of the Reserves Act 1977 a management plan for the Mauao Historic Reserve and will secure the agreement of the Mauao Trust to the management plan, prior to the joint board approving the management plan.
- 4A.9 If the Minister gives notice under paragraph 4A.2.2 any management plan approved by the Mauao Trust and the joint board under paragraph 4A.8 will continue to apply, and the Mauao Trust must comply with that plan, until such time as a new plan, is prepared and approved for the reserve.

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5 PROVISIONS RELATING TO TRANSFER OF THE TMIC ATHENREE FOREST LAND

Crown to be authorised to transfer the TMIC Athenree forest land

- 5.1 The Crown (acting by and through the chief executive of the landholding agency) is to be authorised to do one or both of the following:
- 5.1.1 transfer to the collective entity the fee simple estate in the TMIC Athenree forest land;
- 5.1.2 sign a transfer instrument or other document, or do anything else to effect the transfer.
- 5.2 The authority under paragraph 5.1 is to be given to give effect to the collective deed.

Registrar-General of Land to be required to create a computer freehold register

- 5.3 The Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a freehold register for the fee simple estate in the TMIC Athenree forest land in the name of the Crown, without any statement of purpose, subject to, and together with, any encumbrances that –
- 5.3.1 are registered, notified, or notifiable; and
- 5.3.2 are described in the application.

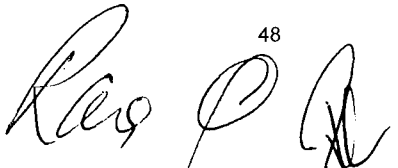
Covenant for later creation of freehold register to be permitted

- 5.4 The collective legislation is to provide that an authorised person is to be permitted to grant a covenant to arrange for the later creation of a computer freehold register for the TMIC Athenree forest land that is to be transferred to the collective entity under the deed.
- 5.5 The collective legislation is to provide that, despite the Land Transfer Act 1952, –
- 5.5.1 the authorised person may request the Registrar-General of Land to register a covenant granted in accordance with paragraph 5.4 under the Land Transfer Act 1952 by creating a computer interest register; and
- 5.5.2 the Registrar-General must register the covenant.

Application of other legislation

- 5.6 The collective legislation is to provide –
- 5.6.1 section 11 and Part 10 of the Resource Management Act 1991 do not apply to –
- (a) the transfer to the collective entity of the TMIC Athenree forest land; or
- (b) any matter incidental to, or required for the purpose of, the transfer; and

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TAURANGA MOANA IWI COLLECTIVE DEED
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5: PROVISIONS RELATING TO TRANSFER OF THE TMIC ATHENREE FOREST LAND

- 5.6.2 the transfer of the TMIC Athenree forest land, to the collective entity –
- (a) does not –
 - (i) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (ii) affect other rights to subsurface minerals; or
 - (b) is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition; and
- 5.6.3 in exercising the powers conferred by paragraphs 5.1 and 5.2, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of the TMIC Athenree forest land; and
- 5.6.4 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the provisions of the collective deed in relation to the transfer of the TMIC Athenree forest land.
- 5.6.5 Paragraph 5.6.3 is subject to paragraphs 5.6.1 and 5.6.2.

TMIC Athenree forest land to cease to be Crown forest land

- 5.7 The collective legislation is to provide that –
- 5.7.1 the TMIC Athenree forest land ceases to be Crown forest land upon the registration of the transfer of the fee simple estate in the land to the collective entity; and
 - 5.7.2 although the TMIC Athenree forest land does not cease to be Crown forest land until the transfer of the fee simple estate in the land to the collective entity is registered, neither the Crown nor any court or tribunal may, between the actual settlement date for TMIC Athenree forest and the date of registration, do or omit to do anything if that act or omission would be --
 - (a) consistent with the Crown Forest Assets Act 1989; but
 - (b) inconsistent with the collective deed.

Collective entity to be confirmed beneficiary and licensor in relation to TMIC Athenree forest land

- 5.8 The collective legislation is to provide that the collective entity is, in relation to the TMIC Athenree forest land, –
- 5.8.1 a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed and, therefore, –
 - (a) the collective entity is entitled to the rental proceeds payable since the commencement of the Crown forestry licence; and
 - (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the collective entity is a confirmed beneficiary; and


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5: PROVISIONS RELATING TO TRANSFER OF THE TMIC ATHENREE FOREST LAND

5.8.2 the licensor under the Crown forestry licence as if the TMIC Athenree forest land had been returned to Māori ownership –

- (a) on the actual settlement date; and
- (b) under section 36 of the Crown Forest Assets Act 1989.

Crown to be required to give notice under Crown Forest Assets Act 1989

5.9 The Crown is to be required, on the actual settlement date, to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the Crown forestry licence.

5.10 The collective legislation is to provide that –

5.10.1 paragraph 5.9 is to apply even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of TMIC Athenree forest land; and

5.10.2 notice given by the Crown under paragraph 5.9 is to have effect as if –

- (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the TMIC Athenree forest land; and
- (b) the recommendation had become final on the actual settlement date.

5.11 The collective legislation is to provide that section 36(1)(b) of the Crown Forest Assets Act 1989 is not to apply to the TMIC Athenree forest land.

Effect of transfer of the TMIC Athenree forest land to be specified

5.12 Paragraphs 5.8 to 5.11 are to apply whether or not, on the actual settlement date, –

5.12.1 the transfer of the fee simple estate in the TMIC Athenree forest land has been registered; or

5.12.2 the licence splitting process in clause 17.4 of the Crown forestry licence has been completed.

Licence-splitting process to be required to be completed

5.13 The collective legislation is to provide that –

5.13.1 if the Crown has not completed the licence splitting process before the actual settlement date, –

- (a) it must continue that process until it is completed; and
- (b) for the period from the actual settlement date until the completion of the licence splitting process, the licence fee payable under the Crown forestry licence in respect of the TMIC Athenree forest is the amount to be calculated in accordance with paragraphs 3.23 and 3.24 of the property redress schedule;

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TAURANGA MOANA IWI COLLECTIVE DEED
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5: PROVISIONS RELATING TO TRANSFER OF THE TMIC ATHENREE FOREST LAND

5.13.2 however, the calculation of the licence fee under paragraph 5.13.1(b) is overridden by any agreement made by the collective entity, the licensee and the owner of the balance of the land under the Crown forestry licence; and

5.13.3 with effect from the actual settlement date until the completion of the licence splitting process, reference to the "prospective Proprietors" in clause 17.4 of the Crown forestry licence must, in relation to the TMIC Athenree forest land, be read as if they were references to the "collective entity and any prospective or new Proprietors of the balance of the land that is subject to the Crown forestry licence."

Effect of the TMIC Athenree forest land not being transferred

5.14 The collective legislation is to provide that if the TMIC Athenree forest land is not transferred under the collective deed, it is deemed to have been the subject of a final recommendation of the Waitangi Tribunal under section 8HB(1)(b) of the Treaty of Waitangi Act 1975 that the land not be liable to return to Māori ownership.

Access to protected site to be provided

5.15 The collective legislation is to provide that –

Protected site to be defined

5.15.1 **protected site** is to mean any area of land transferred to the collective entity under the collective deed situated within the TMIC Athenree forest land that –

- (a) is wāhi tapu or a wāhi tapu area within the meaning of section 6 of the Heritage New Zealand Pouhere Taonga Act 2014; and
- (b) is, at any time, entered on the New Zealand Heritage List/Rārangi Kōero as defined in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014; and

5.15.2 **right of access** means the right of access to a protected site granted under this paragraph; and

Right of access to protected site to be provided

5.15.3 on and from the actual settlement date, the owner of the land on which a protected site is situated and any person having an interest in, or right of occupancy to, that land must allow access across the land to each protected site to Māori to whom the protected site is of spiritual, cultural, or historical significance; and

5.15.4 the right of access may be exercised by vehicles or by foot over any reasonably convenient routes specified by the owner; and

Conditions of right of access to be specified

5.15.5 the right of access is subject to the following conditions:

- (a) a person intending to exercise it must give the owner reasonable written notice of his or her intention:

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5: PROVISIONS RELATING TO TRANSFER OF THE TMIC ATHENREE FOREST LAND

- (b) it may be exercised only during daylight hours and at reasonable times:
- (c) a person exercising it must observe any reasonable conditions imposed by the owner in relation to the time, location, or manner of access as are reasonably required for –
 - (i) the safety of people; or
 - (ii) the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or
 - (iii) operational reasons; and

Right of access to be subject to Crown forestry licence

5.15.6 the right of access is to be subject to, and not to override, the terms of any Crown forestry licence, except if the licensee has agreed to the right of access; and

5.15.7 an amendment to a Crown forestry licence will be of no effect to the extent it purports to –

- (a) delay the date from which a person who has the right of access may exercise that right; or
- (b) otherwise adversely affect the right of access.

Registrar-General of Land to be required to note the right of access

5.16 The collective legislation is to provide that –

5.16.1 the transfer instrument for the transfer of the land to the collective entity must include a statement that the land is subject to a right of access to any protected sites on the land; and

5.16.2 the Registrar-General of Land must, upon registration of the transfer of the land, record on the computer freehold register for the land that the land is subject to the right of access provided by paragraph 5.15.

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6 RFR PROVISIONS

Definitions to be provided

6.1 The collective legislation is to provide that in the provisions giving effect to this part –

6.1.1 **dispose of**, in relation to RFR land, –

(a) means to –

(i) transfer or vest the fee simple estate in the land; or

(ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but

(b) to avoid doubt, does not include to –

(i) mortgage, or give a security interest in, the land; or

(ii) grant an easement over the land; or

(iii) consent to an assignment of a lease, or to a sub-lease, of the land; or

(iv) remove an improvement, fixture, or fitting from the land; and

6.1.2 **expiry date**, in relation to an offer, means its expiry date under paragraphs 6.5.1 and 6.6; and

6.1.3 **nominee** has the meaning given to it by paragraph 6.9.1; and

6.1.4 **notice** means a notice under this part; and

6.1.5 **offer** means an offer, made in accordance with paragraph 6.5, by an RFR landowner to dispose of RFR land to the collective entity; and

6.1.6 **public work** has the meaning given to it in section 2 of the Public Works Act 1981; and

6.1.7 **RFR land** has the meaning given to it by paragraphs 6.2 and 6.3; and

6.1.8 **RFR landowner**, in relation to RFR land, –

(a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and

(b) means a Crown body if it holds the fee simple estate in the land; and

(c) includes a local authority to whom RFR land has been disposed of under paragraph 6.10.2; and

6: RFR PROVISIONS

- (d) to avoid doubt, does not include an administering body in which RFR land is vested under paragraph 6.10.3; and

6.1.9 **RFR period** means the period of 174 years from the settlement date.

RFR land to be defined

6.2 **RFR land** is to mean –

6.2.1 land described as RFR land in the attachments to this deed if, on the settlement date, the land is vested in the Crown, or the Crown holds the fee simple estate in the land; and

6.2.2 land obtained in exchange for a disposal of RFR land under paragraph 6.11.5(c) or 6.11.6.

6.3 However, land ceases to be RFR land when any of the following things happen:

6.3.1 the fee simple estate in the land transfers from the RFR landowner to –

- (a) the collective entity (or a nominee); or
- (b) any other person (including the Crown or a Crown body) in accordance with paragraph 6.4.3; or

6.3.2 the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body under –

- (a) paragraphs 6.11 or 6.12.1; or
- (b) an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 6.11; or

6.3.3 the fee simple estate in the land transfers or vests from the RFR landowner in accordance with a waiver or variation given under paragraphs 6.20.1 to 6.20.3; or

6.3.4 the RFR period for the land ends.

Restrictions on disposal of RFR land to be provided

6.4 The collective legislation is to provide that an RFR landowner must not dispose of RFR land to a person other than the collective entity or its nominee unless the land is disposed of –

6.4.1 under paragraphs 6.10, 6.11, or 6.12.1; or

6.4.2 under an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 6.13; or

6.4.3 in accordance with a waiver or variation given under paragraphs 6.20.1 to 6.20.3; or

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6: RFR PROVISIONS

- 6.4.4 within 12 months after the expiry date of an offer by the RFR landowner to dispose of the land to the collective entity, if the offer was –
- (a) made in accordance with paragraph 6.5; and
 - (b) on terms that were the same as, or more favourable to the collective entity than, the terms of the disposal to the person; and
 - (c) not withdrawn under paragraph 6.7; and
 - (d) not accepted under paragraph 6.8.

Requirements for offer to collective entity to be specified

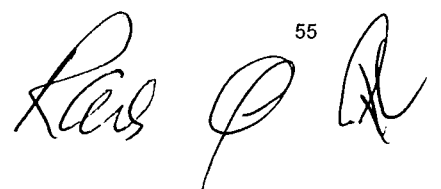
- 6.5 An offer by an RFR landowner to dispose of RFR land to the collective entity must be by written notice to the collective entity, incorporating –
- 6.5.1 the terms of the offer, including its expiry date; and
 - 6.5.2 a legal description of the land, including –
 - (a) the reference for any computer register that contains the land; and
 - (b) any encumbrances affecting it; and
 - 6.5.3 a street address for the land (if applicable); and
 - 6.5.4 a street address, postal address, and fax number for the collective entity to give notices to the RFR landowner in relation to the offer.

Expiry date of offer to be required

- 6.6 The collective legislation is to specify that the expiry date of an offer –
- 6.6.1 must be on or after the 40th business day after the day on which the collective entity receives notice of the offer; but
 - 6.6.2 may be on or after the 20th business day after the day on which the collective entity receives notice of the offer if –
 - (a) the collective entity has received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

Withdrawal of offer to be permitted

- 6.7 An RFR landowner is to be permitted, by notice to the collective entity, to withdraw an offer at any time before it is accepted.

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6: RFR PROVISIONS

Acceptance of offer and formation of contract to be provided for

- 6.8 The collective legislation is to provide that --
- 6.8.1 the collective entity may, by notice to the RFR landowner who made an offer, accept the offer if --
- (a) it has not been withdrawn; and
 - (b) its expiry date has not passed; and
- 6.8.2 the collective entity must accept all the RFR land offered unless the offer permits them to accept less; and
- 6.8.3 if the collective entity accepts an offer by an RFR landowner to dispose of RFR land --
- (a) a contract for the disposal of the land is formed between the landowner and the collective entity on the terms in the offer; and
 - (b) the terms of the contract may be varied by written agreement between the RFR landowner and the collective entity.

Transfer to collective entity or a nominee to be provided for

- 6.9 The collective legislation is to provide that if a contract for the disposal of RFR land is formed between an RFR landowner and the collective entity under paragraph 6.8.3 --
- 6.9.1 the RFR landowner will dispose of the RFR land to --
- (a) the collective entity; or
 - (b) in the case of a transfer of the fee simple estate, a person nominated by the collective entity (a **nominee**) under paragraph 6.9.2; and
- 6.9.2 the collective entity may nominate a nominee by giving written notice --
- (a) to the RFR landowner at least 10 business days before the RFR land is to be transferred under the contract for disposal of the RFR land; and
 - (b) providing the name of, and all other relevant details about, the nominee; and
- 6.9.3 a nominee must not be a person to whom it would not be lawful to transfer the fee simple estate in the RFR land; and
- 6.9.4 if the collective entity nominates a nominee, the collective entity remains liable for all the collective entity's obligations under the contract for disposal of the RFR land.

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6: RFR PROVISIONS

Certain disposals by RFR landowner permitted but land remains RFR land

6.10 The collective legislation is to permit an RFR landowner to dispose of RFR land –

To the Crown or Crown bodies

6.10.1 to the Crown or a Crown body, including, to avoid doubt, under section 143(5) or section 206 of the Education Act 1989; or

If a public work

6.10.2 that is a public work, or part of a public work, to a local authority (as defined in section 2 of the Public Works Act 1981) in accordance with section 50 of that Act; or

For reserves purposes

6.10.3 in accordance with section 26 or 26A of the Reserves Act 1977.

Certain disposals by RFR land owner permitted and land may cease to be RFR land

6.11 The collective legislation is to permit an RFR landowner to dispose of RFR land –

Under legislative and rule of law obligations

6.11.1 in accordance with an obligation under any legislation or rule of law; or

Under legal or equitable obligations

6.11.2 in accordance with a legal or equitable obligation that –

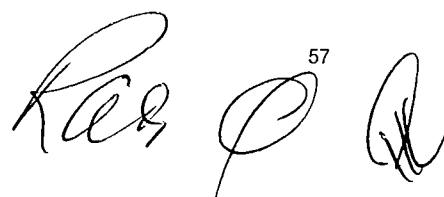
- (a) was unconditional before the settlement date; or
- (b) was conditional before the settlement date but became unconditional on or after the settlement date; or
- (c) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or

6.11.3 in accordance with the requirements, existing before the settlement date, of a gift, endowment, or trust relating to the land; or

Under certain legislation

6.11.4 if the RFR landowner is the Crown, in accordance with –

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 355(3) of the Resource Management Act 1991; or
- (c) subpart 3 of Part 2 of the Marine and Coastal Area (Takutai Moana) Act 2011; or

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6: RFR PROVISIONS

Public works land

6.11.5 in accordance with –

- (a) section 40(2), 40(4) or 41 of the Public Works Act 1981 (including as applied by other legislation); or
- (b) section 52, 105(1), 106, 114(3), 117(7) or 119 of the Public Works Act 1981; or
- (c) section 117(3)(a) of the Public Works Act 1981; or
- (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
- (e) section 23(1) or (4), 24(4) or 26 of the New Zealand Railways Corporation Restructuring Act 1990; or

For reserves or conservation purposes

6.11.6 in accordance with –

- (a) section 15 of the Reserves Act 1977; or
- (b) section 16A or 24E of the Conservation Act 1987; or

For charitable purposes

6.11.7 as a gift for charitable purposes; or

To tenants

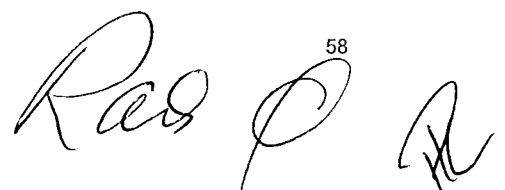
6.11.8 that was held on the settlement date for education purposes, if the RFR landowner is the Crown, to a person who, immediately before the disposal, is a tenant of –

- (a) all or part of the land; or
- (b) a building, or part of a building, on the site; or

6.11.9 under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted –

- (a) before the settlement date; or
- (b) on or after the settlement date as a renewal of a lease granted before the settlement date; or

6.11.10 under section 93(4) of the Land Act 1948.

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6: RFR PROVISIONS

Certain matters to be clarified

- 6.12 The collective legislation is to provide, to avoid doubt, that –
- 6.12.1 RFR land may be disposed of by an order of the Maori Land Court under section 134 Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981; and
 - 6.12.2 if RFR land is disposed of to a local authority under paragraph 6.10.2, the local authority becomes –
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart; and
 - 6.12.3 to avoid doubt, if RFR land that is a reserve is vested in an administering body under paragraph 6.10.3, the administering body does not become:
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this part; and
 - 6.12.4 however, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes:
 - (a) the RFR landowner; and
 - (b) subject to the obligations of the RFR landowner under this part in relation to the land.

RFR landowner's obligations to be subject to specified matters

- 6.13 An RFR's landowners obligations under the collective legislation in relation to RFR land are to be subject to –
- 6.13.1 any other enactment or rule of law but, in the case of a Crown body, the obligations apply despite its purpose, functions or objectives; and
 - 6.13.2 any encumbrance, or legal or equitable obligation, that –
 - (a) prevents or limits an RFR landowner's disposal of RFR land to the collective entity; or
 - (b) the RFR landowner cannot satisfy by taking reasonable steps; and
 - 6.13.3 the terms of a mortgage over, or security interest in, RFR land.
- 6.14 Reasonable steps, for the purposes of paragraph 6.13.2(b), are not to include steps to promote the passing of legislation.

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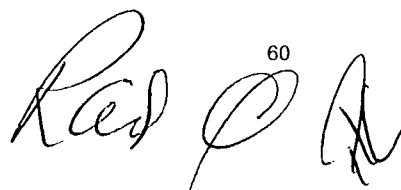
6: RFR PROVISIONS

Notice to LINZ of RFR land to be required after settlement date

- 6.15 The collective legislation is to provide that –
- 6.15.1 if a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created; and
- 6.15.2 if land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land; and
- 6.15.3 the notice must –
- (a) include –
 - (i) the reference for the computer register; and
 - (ii) a legal description of the land; and
 - (b) be given as soon as reasonably practicable after –
 - (i) a computer register is first created for the RFR land; or
 - (ii) the land becomes RFR land.

Notice to collective entity of disposals of RFR land to be required

- 6.16 The collective legislation is to require that –
- 6.16.1 an RFR landowner must give the collective entity notice of the disposal of RFR land by the landowner to a person other than the collective entity; and
- 6.16.2 the notice must –
- (a) be given on or before the day that is 20 business days before the disposal; and
 - (b) include a legal description of the land, including any encumbrances affecting it; and
 - (c) include a street address for the land (if applicable); and
 - (d) identify the person to whom the land is being disposed; and
 - (e) explain how the disposal complies with paragraph 6.4; and
 - (f) if the disposal is made under paragraph 6.4.3, include a copy of any written contract for the disposal.

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6: RFR PROVISIONS

Notice to LINZ of land ceasing to be RFR land to be required

- 6.17 The collective legislation is to provide that –
- 6.17.1 the following provisions apply if land contained in a computer register is to cease being RFR land because –
- (a) the fee simple estate in the land is to transfer from the RFR landowner to –
 - (i) the collective entity or its nominee (for example, under a contract formed under paragraphs 6.8 or 6.9; or
 - (ii) any other person (including the Crown or a Crown body) under paragraph 6.4.3; or
 - (b) the fee simple in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body –
 - (i) under paragraphs 6.11 or 6.12.1; or
 - (ii) under an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 6.13; or
 - (c) the fee simple in the land is to transfer or vest from the RFR landowner in accordance with a waiver or variation given under paragraphs 6.20.1 to 6.20.3; and
- 6.17.2 the RFR landowner must, as early as practicable before the transfer or vesting; give the chief executive of LINZ notice that the land is to cease being RFR land; and
- 6.17.3 the notice must include –
- (a) the legal description of the land and the reference for the computer register for the land; and
 - (b) the details of the transfer or vesting of the land.

Provision for recording of memorials on RFR land to be made

- 6.18 The collective legislation is to provide that –

Certificates identifying RFR land to be issued

- 6.18.1 the chief executive of LINZ must –
- (a) issue to the Registrar-General of Land one or more certificates that specify the legal descriptions of, and identify the computer registers that contain –
 - (i) the RFR land for which there is a computer register on the settlement date; and

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6: RFR PROVISIONS

- (ii) the RFR land for which a computer register is first created after the settlement date; and
 - (iii) land for which there is a computer register that becomes RFR land after the settlement date; and
- (b) provide a copy of each certificate to the collective entity as soon as reasonably practicable after issuing it; and

6.18.2 a certificate issued under paragraph 6.18.1 must –

- (a) state that is issued under the clause giving effect to this paragraph; and
- (b) be issued as soon as reasonably practicable after –
 - (i) the settlement date, in the case of RFR land for which there is a computer register on settlement date; or
 - (ii) receiving notice under paragraph 6.17.3 that a computer register has been created for the RFR land or that the land has become RFR land; and

Memorials to be recorded

- 6.18.3 the Registrar-General of Land must, as soon as reasonably practicable after receiving a certificate issued under paragraph 6.18.1, record on the computer register for the RFR land identified in the certificate that the land is–
- (a) RFR land as defined in paragraphs 6.2 and 6.3; and
 - (b) subject to this part (which restricts disposal, including leasing, of the land).

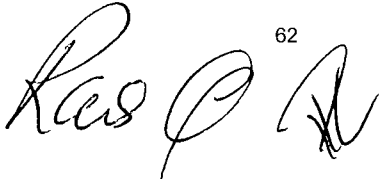
Provision for removal of memorials from RFR land to be made

6.19 The collective legislation is to provide that –

Certificates to be issued identifying land ceasing to be RFR land after transfer or vesting

6.19.1 the chief executive of LINZ must, –

- (a) before registration of the transfer or vesting of land described in a notice under paragraph 6.17.3, issue to the Registrar-General of Land a certificate that –
 - (i) specifies the legal description of the land and identifies the computer register that contains that land; and
 - (ii) specifies the details of the transfer or vesting of the land; and
 - (iii) states that it is issued under this paragraph; and
- (b) as soon as reasonably practicable after issuing a certificate, provide a copy of it to the collective entity; and

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6: RFR PROVISIONS

Memorials to be removed

- 6.19.2 if the Registrar-General of Land receives a certificate issued under paragraph 6.19.1, he or she must remove a memorial recorded under paragraph 6.18.3 from any computer register for land identified in the certificate before registering the transfer or vesting described in the certificate; or

Certificates to be issued identifying land ceasing to be RFR land on expiry of RFR period

- 6.19.3 the chief executive of LINZ must –
- (a) as soon as reasonably practicable after the RFR period ends, issue to the Registrar-General of Land a certificate that –
 - (i) identifies each computer register that has a memorial recorded on it under paragraph 6.18.3; and
 - (ii) states that it is issued under this paragraph; and
 - (b) provide a copy of each certificate to the collective entity as soon as reasonably practicable after issuing it; and

Memorials to be removed

- 6.19.4 the Registrar-General of Land must, as soon as reasonably practicable after receiving a certificate issued under paragraph 6.19.3, remove a memorial recorded under paragraph 6.18.3 from any computer register identified in the certificate.

General provisions to be included

- 6.20 The collective legislation is to provide that –

Waiver and variation of rights to be permitted

- 6.20.1 the collective entity may, by notice to an RFR landowner, waive any or all of the rights the collective entity has in relation to the landowner under this part; and
- 6.20.2 the RFR landowner and the collective entity may agree in writing to vary or waive any of the rights each has in relation to the other under this part; and
- 6.20.3 a waiver or agreement under paragraphs 6.20.1 or 6.20.2 is on the terms, and applies for the period, specified in it; and

Crown's ability to dispose of Crown bodies not affected

- 6.20.4 this part does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body; and

6: RFR PROVISIONS

Assignment of RFR right

- 6.20.5 paragraph 6.20.6 will apply if, at any time, an RFR holder:
- (a) assigns the RFR holder's RFR rights to an assignee in accordance with the RFR holder's constitutional documents; and
 - (b) has given the notices required by paragraph 6.20.7;
- 6.20.6 this part will apply, with all necessary modifications, to an assignee as if the assignee were the collective entity;
- 6.20.7 an RFR holder must give a notice to each RFR landowner:
- (a) stating that the RFR rights of the RFR holder are to be assigned under paragraphs 6.20.5 to 6.20.8; and
 - (b) specifying the date of the assignment; and
 - (c) specifying the name of the assignee and, if assignees are the trustees of a trust, the name of the trust; and
 - (d) specifying the street or postal address or fax number for notices to the assignee;
- 6.20.8 in paragraphs 6.20.5 to 6.20.7:
- (a) **assignee** means one or more persons to whom an RFR holder assigns the RFR rights;
 - (b) **constitutional documents** means, as the case requires, the partnership deed of the collective entity or the constitutional document of an assignee;
 - (c) **RFR holder** means, as the case requires:
 - (i) the collective entity; or
 - (ii) an assignee;
 - (d) **RFR rights** means the rights and obligations provided for by or under this part.

Notice provisions to be specified

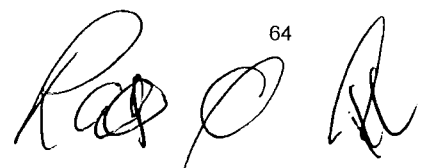
6.21 The collective legislation is to provide that –

6.21.1 a notice to or by an RFR landowner, or the collective entity, under this part –

Notice requirements

- (a) must be in writing; and

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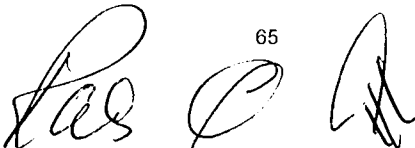
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6: RFR PROVISIONS

- (b) signed by –
 - (i) the person giving it; or
 - (ii) in the case of the collective entity, at least two of the trustees for the time being of the collective entity; and
- (c) addressed to the recipient at the street address, postal address, fax number, or electronic address –
 - (i) specified for the collective entity in accordance with this deed, in the case of a notice to the collective entity; or
 - (ii) specified by the RFR landowner in an offer made under paragraph 6.5, or in a later notice given to the collective entity, in the case of a notice to the RFR landowner; or
 - (iii) at the national office of LINZ, in the case of a notice given to the chief executive of LINZ; and
- (d) given by –
 - (i) delivering it by hand to the recipient's street address; or
 - (ii) posting it to the recipient's postal address; or
 - (iii) faxing it to the recipient's fax number; or
 - (iv) sending it by electronic means such as email; and
- (e) despite paragraphs 6.21.1(a) to (d), a notice that must be given in writing and signed, as required by paragraph 6.21.1(a) and 6.21.1(b), may be given by electronic means as long as the notice is given with an electronic signature that satisfies section 22(1)(a) and (b) of the Electronic Transactions Act 2002; and

Time when notice received

- (f) is to be treated as having been received –
 - (i) at the time of delivery, if delivered by hand; or
 - (ii) on the second day after posting, if posted; or
 - (iii) at the time of transmission, if faxed or sent by other electronic means;
- (g) however, is to be treated as having been received on the next business day if, under paragraph 6.21.1(f), it would be treated as having been received –
 - (i) after 5 pm on a business day; or
 - (ii) on a day that is not a business day.


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7 MISCELLANEOUS PROVISIONS

Interpretation

- 7.1 The collective legislation is to provide that it is Parliament's intention that it is interpreted in a manner that best furthers the agreements expressed in the deed.

Guide to the collective legislation

- 7.2 The collective legislation is to –

7.2.1 include a guide to its overall scheme and effect; but

7.2.2 provide the guide does not affect the interpretation or application of –

- (a) the other provisions of the collective legislation; or
- (b) the collective deed.

Timing of actions or matters

- 7.3 Actions or matters occurring under the collective legislation are to occur and take effect on and from the settlement date, except if the collective legislation requires an action or matter to take effect on another date.

Access to the collective deed

- 7.4 The Chief Executive of the Ministry of Justice is to be required to make copies of the collective deed available –

7.4.1 for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington during working hours on any business day; and

7.4.2 free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Certain legislation to be required to cease to apply

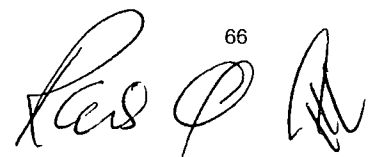
- 7.5 The collective legislation is to provide that:

7.5.1 the enactments listed in paragraph 8.5.2 do not apply:

- (a) to the commercial property transferred to the collective entity; or
- (b) to the RFR land; or
- (c) for the benefit of the collective entity; and

7.5.2 the enactments are:

- (a) Part 3 of the Crown Forest Assets Act 1989;

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7: MISCELLANEOUS PROVISIONS

- (b) sections 211 to 213 of the Education Act 1989;
- (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;
- (d) sections 27A to 27C of the State-Owned Enterprises Act 1986; and
- (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

Settlement properties with resumptive memorials to be required to be identified

7.6 The chief executive of LINZ is to be required by the collective legislation to issue:

7.6.1 to the Registrar-General of Land one or more certificates that specify the legal description of, and identify the certificate of title for, each allotment that:

- (a) is all or part of:
 - (i) the commercial property transferred to the collective entity;
 - (ii) the RFR land; and
- (b) is subject to a resumptive memorial recorded under any enactment listed in paragraph 7.5.2; and

7.6.2 a certificate as soon as is reasonably practicable:

- (a) after the settlement date for the RFR land; or
- (b) after the actual settlement date for the commercial property.

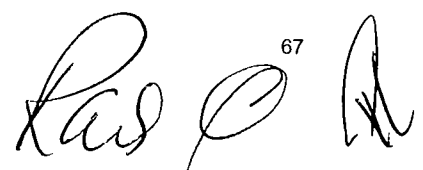
7.7 Each certificate must state the section of the collective legislation that it is issued under.

Resumptive memorials to be required to be removed from settlement properties

7.8 The Registrar-General of Land is to be required by the collective legislation, as soon as reasonably practicable after receiving a certificate, to:

7.8.1 register the certificate against each computer register identified in the certificate; and


7.8.2 cancel each memorial recorded under an enactment listed in paragraph 7.5.2 on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

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8 STATUTORY AREAS

STATUTORY AREAS

Description	Deed Plan
Ridge lines on the Kaimai-Mamaku Range	OTS-215-011
Ridgelines from Ottawa to Pūwhenua	OTS-215-012

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