

NGĀ HAPŪ O TE IWI O WHANGANUI

and

TAKAPAU WHĀRIKI TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

Initialling version for presentation to Ngā Hapū o Te Iwi o Whanganui for ratification purposes

TABLE OF CONTENTS

| | | |
|---|-----------------------------------|----|
| 1 | IMPLEMENTATION OF SETTLEMENT..... | 3 |
| 2 | INTEREST | 4 |
| 3 | TAX..... | 5 |
| 4 | NOTICE | 9 |
| 5 | MISCELLANEOUS..... | 11 |
| 6 | DEFINED TERMS..... | 14 |
| 7 | INTERPRETATION | 24 |

1 IMPLEMENTATION OF SETTLEMENT

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

2 INTEREST

- 2.1. The Crown must pay to Takapau Whāriki, interest on the financial and commercial redress amount, in two separate payments on the dates specified in paragraph 2.2, for the periods –
 - 2.1.1. beginning on 30 August 2019, being the date of the agreement in principle, and ending on the day before the date of this deed; and
 - 2.1.2. beginning on the date of this deed and ending on the day before the settlement date.
- 2.2. The interest that accrues on the financial and commercial redress amount during the period specified in paragraph –
 - 2.2.1. 2.1.1, is payable within 10 working days after the date of this deed in accordance with clause 9.2; and
 - 2.2.2. 2.1.2, is payable on the settlement date.
- 2.3. The interest under paragraph 2.1 is –
 - 2.3.1. payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;
 - 2.3.2. subject to any tax payable in relation to it; and
 - 2.3.3. payable after withholding any tax required by legislation to be withheld.

3 TAX

INDEMNITY

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

LIMITS

- 3.3. The tax indemnity does not apply to the following (which are subject to normal tax treatment):
 - 3.3.1. interest paid under part 2 (including any on-account payment under clause 9.2);
 - 3.3.2. any of the following provided under the settlement documentation:
 - (a) amounts paid or distributed by the Crown Forestry Rental Trust in relation to the licensed land, including rental proceeds and interest on rental proceeds;
 - 3.3.3. the transfer of a deferred selection property or RFR land under the settlement documentation;
 - 3.3.4. Takapau Whāriki's –
 - (a) use of Crown redress or an indemnity payment; or
 - (b) payment of costs, or any other amounts, in relation to Crown redress.

ACKNOWLEDGEMENTS

- 3.4. To avoid doubt, the parties acknowledge –
- 3.4.1. the Crown redress is provided –
- (a) to settle the historical claims; and
 - (b) with no other consideration being provided; and
- 3.4.2. in particular, the following are not consideration for the Crown redress:
- (a) an agreement under this deed to –
 - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
 - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:
 - (b) the performance of that agreement; and
- 3.4.3. nothing in this part is intended to imply that –
- (a) the provision of Crown redress, or an indemnity payment, is –
 - (i) a taxable supply for GST purposes; or
 - (ii) assessable income for income tax purposes; or
 - (b) if Takapau Whāriki is a charitable trust, or other charitable entity, it receives –
 - (i) redress, assets, or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and
- 3.4.4. the transfer of a deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5. Takapau Whāriki is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

- 3.5. None of Takapau Whāriki, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.
- 3.6. In particular, Takapau Whāriki agrees that –
- 3.6.1. from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and

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

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

INDEMNITY DEMANDS

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

3.8. An indemnity demand –

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

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

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

3.8.3. must be accompanied by –

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

INDEMNITY PAYMENTS

3.9. If Takapau Whāriki is entitled to an indemnity payment, the Crown may make the payment to –

3.9.1. Takapau Whāriki; or

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

3.10. Takapau Whāriki must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –

3.10.1. the due date for payment of the tax; or

3.10.2. the next working day after receiving the indemnity payment.

REPAYMENT

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

RULINGS

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

CONTROL OF DISPUTES

- 3.14. If Takapau Whāriki is entitled to an indemnity payment, the Crown may –
- 3.14.1. by notice to Takapau Whāriki, require it to –
 - (a) exercise a right to defer the payment of tax; and/or
 - (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –
 - (i) a tax assessment; and/or
 - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or
 - 3.14.2. nominate and instruct counsel on behalf of Takapau Whāriki whenever it exercises its rights under paragraph 3.14.1; and
 - 3.14.3. recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

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

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

taxable supply information, has the definition given to it in the Goods and Services Tax Act 1985; and

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

4 NOTICE

APPLICATION

- 4.1. Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2. In particular, this part is subject to the provisions of part 7 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property or a deferred selection property.

REQUIREMENTS

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

TIMING

- 4.4. A notice is to be treated as having been received:
 - 4.4.1. at the time of delivery, if personally delivered; or
 - 4.4.2. on the sixth day after posting, if posted; or
 - 4.4.3. on the day of transmission, if faxed or sent by electronic mail.
- 4.5. However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a working day, or on a non-working day, it is to be treated as having been received on the next working day.

ADDRESSES

4.6. The address of –

4.6.1. Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki is –

PO Box 4262
WHANGANUI 4541

4.6.2. the Crown is –

C/- The Solicitor-General
Crown Law Office
Level 2
Justice Centre
19 Aitken Street
PO Box 2858
WELLINGTON

Facsimile No. 04 473 3482

Email address library@crownlaw.govt.nz

5 MISCELLANEOUS

AMENDMENTS

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

ENTIRE AGREEMENT

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

NO ASSIGNMENT OR WAIVER

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

NAMES USED IN PLACE OF OFFICIAL OR RECORDED GEOGRAPHIC NAMES

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

| Name used in deed | Official or recorded name |
|----------------------|---------------------------|
| Ātene | Atene Pa |
| Jerusalem/Hiruharama | Hiruhārama |
| Kaitāne Stream | Kaitane Stream |
| Kākātahi | Kakatahi |
| Kaiwhakauka | Kaiwhakauka Pa |
| Kohimārama | Kohimarama |

GENERAL MATTERS
5: MISCELLANEOUS

| Name used in deed | Official or recorded name |
|------------------------------|----------------------------------|
| Koriniti | Koriniti Pa |
| Lake Taupō | Lake Taupō / Taupōmoana |
| Mātaimoana | Mataimoana |
| Mōwhānau Stream | Mowhanau Stream |
| Ngāuruhoe | Mount Ngauruhoe |
| Ōkehu Stream | Okehu Stream |
| Otuhangatoi Stream | Otuhangitoi Stream |
| Ōtukopiri Stream | Otuporiki Stream |
| Ōtoko | Otoko Pa |
| Ōtoko Scenic Reserve | Otoko Scenic Reserve |
| Ōwairua Scenic Reserve | Owairua Scenic Reserve |
| Pākaitore property | Moutoa Gardens Historic Reserve |
| Parihaka | Parihaka Pa |
| Pīpīriki | Pipiriki |
| Pūkawa | Pukawa Bay |
| Pūtiki | Putiki |
| Rānana | Ranana |
| Rangitāhuahua (Raoul Island) | Raoul Island |
| Ruapehu | Mount Ruapehu |
| Roto Kaitoke | Kaitoke Lake |
| Roto Kohata | Lake Kohata |
| Roto Mokoia | Lake Westmere |
| Roto Paure | Lake Pauri |
| Roto Wiritoa | Lake Wiritoa |
| Tāmaki Makaurau | Auckland |
| Tangāhoe | Tangahoe |
| Tātaraimaka | Tataraimaka |
| Tongariro | Mount Tongariro |

GENERAL MATTERS**5: MISCELLANEOUS**

| Name used in deed | Official or recorded name |
|--------------------------|----------------------------------|
| Te Onetapu Desert | Te Onetapu |
| Te Raki (Northland) | Northland |
| Te Rauhoto | Puniho Pa |
| Te Rere o Raukawa | Raukawa Falls |
| Whanganui East | Wanganui East |
| Whanganui city | Whanganui |

6 DEFINED TERMS

6.1. In this deed –

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

agreement in principle means the agreement in principle referred to in clause 1.56.2; and

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

attachments means the attachments to this deed, being the settlement redress area, the deed plans, the Te Puna Hāpori property diagram, the RFR area, the RFR land, properties subject to the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, the removal of resumptive memorials area and the draft settlement bill; and

board of trustees means the board of trustees constituted under subpart 5 of Part 3 of the Education and Training Act 2020; and

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

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

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

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

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

conservation document means the conservation management strategy, conservation management plan or national park management plan; and

conservation management plan has the meaning given to that term in section [12] of the draft settlement bill; and

conservation management strategy has the meaning given to that term in section [12] of the draft settlement bill; and

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

Crown forestry assets has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown forest land has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown forestry licence –

- (a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to licensed land, means the licence described in relation to that land in part 3 of the property redress schedule; and

Crown Forestry Rental Trust means the trust established by the Crown forestry rental trust deed; and

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

Crown minerals protocol means the protocol issued under clause 8.14.2 and the settlement legislation; and

Crown redress –

- (a) means redress –
 - (i) provided by the Crown to Takapau Whāriki; or
 - (ii) vested by the settlement legislation in Takapau Whāriki that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of Takapau Whāriki under the settlement documentation –
 - (i) to acquire a deferred selection property; and
 - (ii) of first refusal in relation to RFR land; and
- (c) includes any part of the Crown redress; and
- (d) does not include –
 - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
 - (ii) a deferred selection property or RFR land; or
 - (iii) any on-account payment; or
 - (iv) any interest paid under Part 2; and

cultural materials plan means a plan jointly prepared and agreed under clause 8.97; and

cultural redress means the redress provided by or under –

- (a) clauses 8.1 to 8.7, 8.12 to 8.98, and 8.107; or
- (b) the settlement legislation giving effect to any of those clauses; and

cultural redress property means each property described in schedule 3 of the draft settlement bill; and

cultural revitalisation funding means the amounts referred to in clause 8.98 to be paid by the Crown in addition to the financial and commercial redress amount; and

Culture and Heritage Parties means each of the following agencies:

- (a) Department of Internal Affairs – Te Tari Taiwhenua (the agency responsible for the National Library of New Zealand – Te Puna Mātauranga o Aotearoa and Archives New Zealand – Te Rua Mahara o Te Kāwanatanga);
- (b) Heritage New Zealand Pouhere Taonga;
- (c) Manatū Taonga – Ministry for Culture and Heritage;
- (d) Museum of New Zealand – Te Papa Tongarewa; and

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

deed of recognition means the deed of recognition in part 3 of the documents schedule; and

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

deed plan means a deed plan in part 2 of the attachments; and

deferred selection period means each period starting on the settlement date and lasting for the period of time specified for each deferred selection property under the heading “Deferred selection period” in the tables set out in part 4 of the property redress schedule; and

deferred selection property means each property described in part 4 of the property redress schedule; and

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

documents schedule means the documents schedule to this deed; and

draft settlement bill means the draft settlement bill in part 8 of the attachments; and

eligible members of Ngā Hapū o Te Iwi o Whanganui means a member of Ngā Hapū o Te Iwi o Whanganui who on [date] was –

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngā Hapū o Te Iwi o Whanganui kept by Takapau Whāriki for the purpose of voting on –
 - (i) the ratification, and signing, of this deed; and
 - (ii) the approval of Takapau Whāriki to receive the redress; and

GENERAL MATTERS

6: DEFINED TERMS

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

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

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

- (a) clauses 9.1 to 9.16; and
- (b) the settlement legislation giving effect to any of those clauses; and

financial and commercial redress amount means the amount referred to in clause 9.1 as the financial and commercial redress amount; and

forestry right means the registrable forestry right in respect of the plantation forest situated on the Whanganui Forest property, to be entered into by Takapau Whāriki and the Crown if clause 9.12.2 applies; and

general matters schedule means this schedule; and

GST –

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

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

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

historical claims has the meaning given to it by clauses 11.2 to 11.6; and

Horizons Regional Council means the Manawatū–Whanganui Regional Council as constituted by the Local Government (Manawatu-Wanganui Region) Reorganisation Order 1989; and

income tax means:

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

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

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

GENERAL MATTERS
6: DEFINED TERMS

justice sector relationship agreement means the relationship agreement referred to in clause 8.7.9; and

land holding agency, in relation to, –

- (a) the following cultural redress properties, means LINZ:
 - (i) Kai Iwi Road property:
 - (ii) Kauarapaoa Road property:
 - (iii) Pitangi Village property:
 - (iv) Rapanui Road property:
 - (v) Whanganui River Road property; and
- (b) all other cultural redress properties, means the Department of Conservation; and
- (c) a commercial redress property, or a deferred selection property, means the department specified opposite that property in part 3 or part 4 of the property redress schedule; and

licensed land –

- (a) means each property described in part 3 of the property redress schedule as licensed land; but
- (b) excludes –
 - (i) all trees growing, standing, or lying on the land; and
 - (ii) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

LINZ means Land Information New Zealand; and

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

mandated negotiators means the individuals identified as the mandated negotiators by clause 11.11.3; and

mandated signatories means the individuals identified as the mandated signatories by clause 11.11.4; and

member of Ngā Hapū o Te Iwi o Whanganui means an individual referred to in clause 11.7.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

national park management plan has the meaning given to that term by section [12] of the draft settlement bill; and

Ngā Hapū o Te Iwi o Whanganui has the meaning given to it by clause 11.7 to 11.10.3; and

Ngā Tūtei a Maru means the board established by section [104G] of the draft settlement bill; and

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

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

notice of interest, in relation to a deferred selection property, means a notice given by Takapau Whāriki under paragraph 5.1 of the property redress schedule in relation to the property; and

on-account payment means the amount referred to in clause 9.2 paid by the Crown on account of the settlement; and

overlay area means the areas listed in clause 8.24.1; and

overlay classification has the meaning given to that term in section [43] of the draft settlement bill; and

party means each of the following:

- (a) Ngā Hapū o Te Iwi o Whanganui;
- (b) Takapau Whāriki Trust;
- (c) the Crown; and

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

plant means any member of the plant kingdom, and includes any alga, bacterium, or fungus, and any part of or seed or spore from any plant; and

plantation forest means the pinus radiata trees that form part of the commercial plantation forest crop located on the Whanganui Forest property (excluding the land on which the forest is growing); and

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

protection principles means the protection principles set out in part 1 of the documents schedule; and

purchased deferred selection property means each deferred selection property in relation to which Takapau Whāriki and the Crown are to be treated under paragraph 5.5 of the property redress schedule as having entered into an agreement for its sale and purchase; and

GENERAL MATTERS
6: DEFINED TERMS

redress means –

- (a) the acknowledgement and the apology made by the Crown in clauses 5.1 to 6.40; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

redress property means –

- (a) each cultural redress property; and
- (b) each commercial redress property; and

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

removal of resumptive memorials area means the area identified as the removal of resumptive memorials area on the plan in part 7 of the attachments; and

rental proceeds has the meaning given to it by the Crown forestry rental trust deed; and

representative entity means –

- (a) Takapau Whāriki; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group referred to in clause 11.7.1; or
 - (ii) any one or more members of Ngā Hapū o Te Iwi o Whanganui; or
 - (iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 11.7.2; and

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

responsible Minister has the meaning given to it by section [23] of the draft settlement bill; and

resumptive memorial means a memorial entered on a record of title under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 568 of the Education and Training Act 2020;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR area means the area shown on SO 614526; and

GENERAL MATTERS
6: DEFINED TERMS

RFR land means –

- (a) land in the RFR area that, on the settlement date, –
 - (i) is vested in the Crown; or
 - (ii) the fee simple for which is held by the Crown; or
 - (iii) is a reserve vested in an administering body that derived title from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown; and
- (b) land listed in part 5 of the attachments that, on the settlement date, –
 - (i) is vested in the Crown; or
 - (ii) the fee simple for which is held by the Crown or the Crown body specified in the table in part 5 of the attachments as the landholding agency for the land; and

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

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

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

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

settlement documentation means this deed and the settlement legislation; and

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

settlement redress area means the area identified as the settlement redress area in part 1 of the attachments; and

settlor means the individual identified as the settlor by clause 11.11.5; and

statement of association means each statement of association in part 2 of the documents schedule; and

statement of Ngā Hapū o Te Iwi o Whanganui values means the statement of values set out in part 1 of the documents schedule; and

statutory area means an area listed in clause 8.26.1; and

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

Takapau Whāriki means the trustees of the Takapau Whāriki Trust, in their capacity as trustees of the Takapau Whāriki Trust; and

GENERAL MATTERS

6: DEFINED TERMS

Takapau Whāriki Trust means the trust known by that name and established by a trust deed dated [date]; and

tax includes income tax and GST; and

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

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

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

Te Korowai o Wainuiārua Trust has the meaning given in Te Korowai o Wainuiārua Claims Settlement Act 2025; and

Te Mata o Te Rua means the agreement between Ngā Hapū o Te Iwi o Whanganui and Ngāa Rauru Kiitahi set out in part 8 of the documents schedule; and

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

Toitū Te Whānau Trust means the charitable trust to be jointly established by Takapau Whāriki and Whanganui District Council to foster relationships with whānau and communities and support the aspirations set out in clauses 8.20.1 and 8.20.2; and

Te Tomokanga ki Te Matapihi means the Ngā Hapū o Te Iwi o Whanganui tikanga and values framework recorded and acknowledged in part 2 of the deed; and

terms of negotiation means the terms of negotiation referred to in clause 1.56.1; and

Tomokanga Tiaki Taonga means the relationship agreement between the Culture and Heritage Parties and Takapau Whāriki in part 5.2 of the documents schedule; and

transfer value –

- (a) in relation to a commercial redress property, means the transfer value provided in part 3 of the property redress schedule in relation to that property; and
- (b) in relation to a deferred selection property, has the meaning given to it in part 8 of the property redress schedule; and

trustees of the Takapau Whāriki Trust and **Takapau Whāriki trustees** means the trustees from time to time of Takapau Whāriki Trust; and

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

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

Whanganui Forest property means the property described in part 4 of the property redress schedule as the Whanganui Forest property; and

Whanganui Land Settlement Negotiation Trust means the trust known by that name and established by a trust deed dated April 2017; and

working day means a day that is not –

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, or Labour Day; or
- (c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of Wellington; and

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

7 INTERPRETATION

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

GENERAL MATTERS

7: INTERPRETATION

- 7.11.3. a party includes a permitted successor of that party; and
- 7.11.4. a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12. An agreement by two or more persons binds them jointly and severally.
- 7.13. If the Crown must endeavour to do something or achieve some result, the Crown –
 - 7.13.1. must use reasonable endeavours to do that thing or achieve that result; but
 - 7.13.2. is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14. Provisions in –
 - 7.14.1. the main body of this deed are referred to as clauses; and
 - 7.14.2. the property redress and general matters schedules are referred to as paragraphs; and
 - 7.14.3. the documents in the documents schedule are referred to as clauses; and
 - 7.14.4. the draft settlement bill are referred to as sections.
- 7.15. If there is a conflict between a provision that is –
 - 7.15.1. in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails; and
 - 7.15.2. in English and a corresponding provision in Māori, the provision in English prevails.
- 7.16. The deed plans in the attachments that are referred to in the overlay classification and the statutory acknowledgement indicate the general locations of the relevant sites and areas but not their precise boundaries.
- 7.17. The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in schedule 3 of the draft settlement bill.