

**NGĀTI RANGI**

**and**

**THE TRUSTEES OF TE TŌTARAHŌE O PAERANGI TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

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## **1 IMPLEMENTATION OF SETTLEMENT**

- 1.1. The governance entity must use best endeavours to ensure that every historical claim proceeding is discontinued –
  - 1.1.1. by the settlement date; or
  - 1.1.2. 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 Ngāti Rangī or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4. Ngāti Rangī and every representative entity must –
  - 1.4.1. support a bill referred to in paragraph 1.2.3; and
  - 1.4.2. not object to a bill removing resumptive memorials from any certificate of title or computer register.

## **2 INTEREST**

- 2.1. The Crown must pay interest on –
  - 2.1.1. the financial and commercial redress amount; and
  - 2.1.2. the financial and commercial redress amount less the on-account payment.
- 2.2. The interest under paragraph 2.1.1 is payable for the period –
  - 2.2.1. beginning on the date of the agreement in principle; and
  - 2.2.2. ending on the day the on-account payment is paid.
- 2.3. The interest under paragraph 2.1.2 is payable for the period –
  - 2.3.1. beginning on 18 August 2017; and
  - 2.3.2. ending on the day before the settlement date.
- 2.4. The interest is under paragraph 2.1 is –
  - 2.4.1. 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.
  - 2.4.2. subject to any tax payable in relation to it; and
  - 2.4.3. 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 the governance entity is not intended to be –
  - 3.1.1. a taxable supply for GST purposes; or
  - 3.1.2. assessable income for income tax purposes.
- 3.2. The Crown must, therefore, indemnify the governance entity for –
  - 3.2.1. any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment; and
  - 3.2.2. any income tax payable by the governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity; and
  - 3.2.3. any reasonable cost or liability incurred by the governance entity in taking, at the Crown's direction, action –
    - (a) relating to an indemnity demand; or
    - (b) under paragraph 3.13 or paragraph 3.14.1(b).

### **LIMITS**

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

**3: TAX**

**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 the governance entity is a charitable trust, or other charitable entity, it receives –
    - (i) redress, assets, or rights other than for charitable purposes; or
    - (ii) income other than as exempt income for income tax purposes; and
- 3.4.4. the transfer of a deferred selection property, exclusive RFR land or shared RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5. the governance entity is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

**CONSISTENT ACTIONS**

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

**3: TAX**

- 3.6.2. neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, –
- (a) an input credit for GST purposes; or
  - (b) a deduction for income tax purposes.

**INDEMNITY DEMANDS**

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

**INDEMNITY PAYMENTS**

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

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**REPAYMENT**

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

**RULINGS**

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

**CONTROL OF DISPUTES**

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

**DEFINITIONS**

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

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

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



## **4 NOTICE**

### **APPLICATION**

- 4.1. Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2. In particular, this part is subject to the provisions of part 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 the governance entity is giving the notice, it is effective if not less than four trustees sign it); and
  - 4.3.3. addressed to the recipient at its address, facsimile number, or email address as provided –
    - (a) in paragraph 4.6; or
    - (b) if the recipient has given notice of a new address, facsimile number or email address, in the most recent notice of a change of address, facsimile number or email address; and
  - 4.3.4. given by –
    - (a) personal delivery (including by courier) to the recipient's street address; or
    - (b) sending it by pre-paid post addressed to the recipient's postal address; or
    - (c) by faxing it to the recipient's facsimile number; or
    - (d) sending it by electronic mail to the recipient's email address.

### **TIMING**

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

**4: NOTICE**

**ADDRESSES**

4.6. The address of –

4.6.1. Ngāti Rangī and the governance entity is –

1 Mountain Road  
PO Box 195  
**OHĀKUNE**

4.6.2. the Crown is –

C/- The Solicitor-General  
Crown Law Office  
Level 3  
Justice Centre  
19 Aitken Street  
PO Box 2858  
**WELLINGTON**

Facsimile No. 04 473 3482

Email address [library@crownlaw.govt.nz](mailto:library@crownlaw.govt.nz)

## **5 MISCELLANEOUS**

### **AMENDMENTS**

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

### **ENTIRE AGREEMENT**

- 5.2. This deed, and each of the settlement documents, in relation to the matters in it, –
- 5.2.1. constitutes the entire agreement 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 GEOGRAPHIC NAME**

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

<b>Name used in deed</b>	<b>Official geographic name / Recorded name</b>
Auahitōtara Pā	Auahitotara Pā
Hīhītahi	Hihitahi Forest Sanctuary
Ngā Urukehu	Ngaurukehu Scientific Reserve
Ngāmatea Swamp	Ngamatea Swamp
Te Onetapu (Rangipō Desert)	Rangipo Desert*
Te Waiū-o-te-Ika	Whangaehu River

\*Name to be amended by the settlement legislation to "Te Onetapu".

## 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 1.24; and

**area of interest** means the area identified as the area of interest in part 1 of the attachments; and

**arsenic dump** means the area located within the white square in the pink shaded area on the part Karioi Forest map at part 6 of the attachments; and

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

**attachments** means the attachments to this deed, being the area of interest, the deed plans, the exclusive RFR land, shared RFR land, exclusive and shared RFR maps, part Karioi Forest, the Ruapehu College school house sites and the draft settlement bill; and

**balance school site** means the related school site excluding the school house site; and

**board of trustees** means the board of trustees constituted under Part 9 of the Education Act 1989; and

**business day** means a day that is not –

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

**Chief of Defence Force** means the officer appointed under section 8 of the Defence Act 1990; 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

**6: DEFINED TERMS**

**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 a conservation management strategy, conservation management plan or national park management plan; and

**conservation management plan** has the meaning given to that term in the draft settlement bill; and

**conservation management strategy** has the meaning given to that term in the draft settlement bill; and

**Crown** has the meaning given to it by section 2(1) of the Public Finance 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 redress** –

- (a) means redress –
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of the governance entity under the settlement documentation –
  - (i) to acquire a deferred selection property; and
  - (ii) of first refusal in relation to the exclusive RFR land or shared RFR land; and

**6: DEFINED TERMS**

- (c) includes any part of the Crown redress; and
- (d) does not include –
  - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property, exclusive RFR land or shared RFR land; or
  - (ii) a deferred selection property, exclusive RFR land or shared RFR land; or
  - (iii) any on-account payment made to entities other than the governance entity; and

**Crown stratum** means the space occupied by –

- (a) the water of a lake; and
- (b) the air above the water; and

**cultural redress** means the redress provided by or under –

- (a) clauses 6.1 to 8.21 and 9.1 to 9.17; 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

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

**deed of recognition** means each 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 Subpart A of part 4 of the property redress schedule; and

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

**Director-General for Primary Industries** has the same meaning as Director-General in section 2(1) of the Biosecurity Act 1993; and

**documents schedule** means the documents schedule to this deed; and

**6: DEFINED TERMS**

**DSP school house site** means each property described in Subpart B of part 4 of the Property Redress Schedule – subject to ground verification; and

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

**eligible members of Ngāti Rangī** means a member of Ngāti Rangī who on [date] was –

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngāti Rangī kept by [name] for the purpose of voting on –
  - (i) the ratification, and signing, of this deed; and
  - (ii) the approval of the governance entity to receive the redress; and

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

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

**exclusive RFR land** means the land described in part 3 of the attachments; and

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

- (a) clauses 10.1 to 10.28;
- (b) the settlement legislation giving effect to any of those clauses; and

**financial and commercial redress amount** means the amount referred to in clause 10.1 as the financial and commercial redress amount; and

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

**governance entity** means the trustees of Te Tōtarahoe o Paerangi Trust, in their capacity as trustees of Te Tōtarahoe o Paerangi Trust; and

**GST** –

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

**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 12.2 to 12.4; and

**6: DEFINED TERMS**

**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 the governance entity 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

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

- (a) the following cultural redress properties, means the Department of Conservation:
  - (i) Beds of Rotokura Lakes; and
  - (ii) Rangatauanui property; and
  - (iii) Te Tāuru; and
  - (iv) Te Urunga property; and
- (b) the following cultural redress properties, means LINZ Treaty Settlements Landbank:
  - (i) Rau Korokio; and
  - (ii) Waimarie; 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 the 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



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**member of Ngāti Rangī** means an individual referred to in clause 12.6.1; and

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

**Mōkai Pātea** means the large natural group recognised by the Crown as Mōkai Pātea; and

**Mōkai Pātea governance entity** means any governance entity representing Mōkai Pātea under an Act that settles the historical claims of Mōkai Pātea; and

**Mōkai Pātea mandated entity** means any entity recognised by the Crown as having the mandate to represent Mōkai Pātea; and

**Mōkai Pātea settlement legislation** means any Act that settles the historical claims of Mōkai Pātea; and

**month** means a calendar month; and

**national park management plan** has the meaning given to that term in the draft settlement bill; and

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

**Ngā iwi o Te Waiū-o-te-Ika** means iwi with interests in Te Waiū-o-te-Ika, being –

- (a) the following iwi groups, acting in relation to Te Waiū-o-te-Ika or Te Waiū-o-te-Ika catchment through their governance entities:
  - (iii) Ngāti Rangī;
  - (iv) Ngāti Tūwharetoa;
  - (v) Ngā Wairiki-Ngāti Apa; and
- (b) those iwi groups represented by and acting in relation to Te Waiū-o-te-Ika or Te Waiū-o-te-Ika catchment through –
  - (i) the Whanganui Lands Settlement Negotiations Trust; or
  - (ii) any governance entity approved by the Crown for the purposes of receiving redress in the settlement of the historical Treaty of Waitangi claims represented by the Whanganui Lands Settlement Negotiations Trust; and
- (c) those iwi groups represented and acting in relation to Te Waiū-o-te-Ika or Te Waiū-o-te-Ika catchment through –
  - (i) the Uenuku Charitable Trust; or
  - (ii) any governance entity approved by the Crown for the purposes of receiving redress in the settlement of the historical Treaty of Waitangi claims represented by the Uenuku Charitable Trust; and

**6: DEFINED TERMS**

(d) those iwi groups represented and acting in relation to Te Waiū-o-te-lka or Te Waiū-o-te-lka catchment through –

- (i) any Mōkai Pātea mandated entity; or
- (ii) any Mōkai Pātea governance entity; and

**Ngāti Rangī** has the meaning given to it by clause 12.6; and

**Ngāti Rangitanga** means Ngāti Rangī nationhood and cultural revitalisation; and

**Ngāti Rangī Trust** means the trust known by that name and established by a trust deed dated 17 March 1992; and

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

**on-account payment** means the amount paid by the Crown on account of the settlement referred to in clause 10.1.1; and

**overlay area** means the areas listed in clause 8.4.1; and

**party** means each of the following:

- (a) Ngāti Rangī;
- (b) the governance entity;
- (c) the Crown; and

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

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

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

**public conservation land** means land held under the Conservation Act 1987 and the enactments listed in Schedule 1 of that Act; and

**purchased deferred selection property** means each deferred selection property in relation to which the governance entity and the Crown are to be treated under paragraph 5.4 of the property redress schedule as having entered into an agreement for its sale and purchase; and

**redress** means –

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 and 3.2; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

**6: DEFINED TERMS**

**redress property** means –

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

**related school site** means the school with which a school house site or DSP school house site is associated; 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

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

**representative entity** means –

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
  - (i) the collective group referred to in clause 12.6.1; or
  - (ii) any one or more members of Ngāti Rangī; or
  - (iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 12.6.2; and

**representative iwi organisation** means, in relation to the iwi of Ngā Iwi o Te Waiū-o-te-Ika, either:

- (a) the post settlement governance entity established by that iwi or group of iwi and approved by the Crown for the purposes of receiving redress in the settlement of the historical Treaty of Waitangi claims of that iwi or group of iwi; or
- (b) if no post settlement governance entity exists, the entity recognised by the Crown as having the mandate to represent that iwi or group of iwi, if and when such an entity exists; and

**reserve sites** means the land described in part 1 of schedule 4 of the draft settlement bill; 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 21 of the draft settlement bill; and

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

- (a) 27A of the State-Owned Enterprises Act 1986:
- (b) 211 of the Education Act 1989:

**6: DEFINED TERMS**

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

**ritenga** means practices carried out in accordance with kawa and tikanga; and

**[River Entity]** means the statutory body established and operated in accordance with clauses 7.26 to 7.74; 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 business days after the date on which the settlement legislation comes into force; and

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

**settlement documentation** means this deed and the settlement legislation; and

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

**shared RFR land** means the land described in part 4 of the attachments; and

**signatories of the Ngāti Rangī Trust** means the individuals identified as the signatories of the Ngāti Rangī Trust by clause 12.8; and

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

**statement of Ngāti Rangī values** means, in relation to the Te Tāpora area, the statement –

(a) made by Ngāti Rangī of their values relating to their cultural, spiritual, historical, and traditional association with the site; and

(b) that is in the form set out in part 1 of the documents schedule at the settlement date; and

**statutory acknowledgement** has the meaning given to it by section 26 of the draft settlement bill; and

**statutory area** means an area listed in clause 8.6.1; and

**[statutory recognition]** means the statutory recognition for Te Waiū-o-te-Ika as set out at clauses 7.1 and 7.2; and

**taonga tūturu protocol** means the taonga tūturu protocol in part 4 of the documents schedule that is issued under clause 6.1 and the settlement legislation; and

**tax** includes income tax and GST; and

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**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 Kōpae** means the agreement between the governance entity and the Crown agencies listed in clause 9.6; and

**Te Tāpora** has the meaning given to that term in section 40 of the draft settlement bill; 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

**Te Tōtarahoe o Paerangi Trust** means the trust known by that name and established by a trust deed dated [*date*] and signed by [*name, place of residence, and occupation of signatories*]; and

**Te Waiū-o-te-lka** means –

- (a) the body of water known as the Whangaehu River that flows continuously or intermittently from its headwaters to the mouth of the Whangaehu River on the Tasman Sea and is located within Te Waiū-o-te-lka catchment; and
- (b) all tributaries, streams, and other natural water courses that flow continuously or intermittently into the body of water described in para (a) and are located within Te Waiū-o-te-lka catchment; and
- (c) all lakes and wetlands connected continuously or intermittently with the bodies of water referred to in paras (a) and (b) and all tributaries, streams, and other natural watercourses flowing into those lakes and wetlands; and
- (d) the beds of the bodies of water described in paras (a) to (c); and
- (e) to avoid doubt, this includes the beds and bodies of water that are dry as a result of artificial diversions; and

**Te Waiū-o-te-lka catchment** means the area as shown on deed plan OTS-083-020; and

**[Te Waiū-o-te-lka catchment document]** means the document prepared, approved and amended in accordance with clauses 7.75 to 7.108; and

**Te Waiū-o-te-lka framework** means the [statutory recognition] and [principles/values] of Te Waiū-o-te-lka as set out in clause 7.3; and

**terms of negotiation** means the terms of negotiation referred to in clause 1.23; and

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**Tongariro Taupō Conservation Management Strategy** means the Tongariro Taupō Conservation Management Strategy approved under section 17F of the Conservation Act 1987; 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 Te Tōtarahoe o Paerangi Trust** means the trustees from time to time of Te Tōtarahoe o Paerangi 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 Iwi** means the iwi or groups of iwi as represented by and acting through the trustees of the following entities:

- (a) Te Tōtarahoe o Paerangi Trust;
- (b) the Whanganui Lands Settlement Negotiations Trust, and when that entity is succeeded by a governance entity, that governance entity;
- (c) the Uenuku Charitable Trust, and when that entity is succeeded by a governance entity, that governance entity;
- (d) the Ngāti Hāua Iwi Trust, and when that entity is succeeded by a governance entity, that governance entity; 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 business day must or may be done on the next business day.
- 7.10. A period of time specified as –
  - 7.10.1. beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
  - 7.10.2. beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
  - 7.10.3. ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or
  - 7.10.4. ending before a specified day, act or event does not include that day or the day of the act or event; or
  - 7.10.5. continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 7.11. A reference to –
  - 7.11.1. an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and
  - 7.11.2. legislation, including the settlement legislation, means that legislation as amended, consolidated or substituted; and

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- 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 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.
- 7.16. The deed plans in the attachments that are referred to in Te Tāpora 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.