

**NGĀI TAI KI TĀMAKI**

**and**

**THE TRUSTEES OF THE NGĀI TAI KI TĀMAKI 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 trustees of the Ngāi Tai ki Tāmaki Trust must use their best endeavours to ensure that every historical claim proceedings is discontinued –
- 1.1.1 by the settlement date; or
  - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
- 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:
  - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:
  - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
    - (a) terminating a historical claim proceedings:
    - (b) giving further effect to this deed, including achieving –
      - (i) certainty in relation to a party's rights and/or obligations; and/or
      - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Ngāi Tai ki Tāmaki or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngāi Tai ki Tāmaki, 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.

## GENERAL MATTERS

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### 2 INTEREST

- 2.1 On the settlement date, the Crown must pay interest on the financial and commercial redress amount of \$12,700,000 to the trustees of the Ngāi Tai ki Tāmaki Trust.
- 2.2 Interest under paragraph 2.1 is payable –
- 2.2.1 on the amount of \$11,500,000 for the period -
- (a) beginning on 5 November 2011, being the date the agreement in principle was signed specifying \$11,500,000 as the financial and commercial redress amount; and
  - (b) ending on 10 February 2014, being the day before the on-account payment was paid to the trustees as provided in clause 6.1.1; and
- 2.2.2 on the amount of \$1,200,000 for the period -
- (a) beginning on 17 May 2013, being the date that Pare Hauraki and the Crown agreed on the amount to be paid to Pare Hauraki collectively for the settlement of their claims in Hauraki; and
  - (b) ending on 10 February 2014, being the day before the on-account payment was paid to the trustees as provided in clause 6.1.1; and
- 2.2.3 on the amount of \$12,200,000 (being the increased financial and commercial redress amount less the on-account payment), for the period –
- (a) beginning on 11 February 2014, being the day the on-account payment was paid to the trustees; and
  - (b) ending on the day before the settlement date.
- 2.3 The interest 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; and
- 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.

## GENERAL MATTERS

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### 3 TAX

#### INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the trustees of the Ngāi Tai ki Tāmaki Trust 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 trustees for -
- 3.2.1 any GST payable by the trustees in respect of the provision of Crown redress or an indemnity payment; and
  - 3.2.2 any income tax payable by the trustees as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the trustees; and
  - 3.2.3 any reasonable cost or liability incurred by the trustees in taking, at the Crown's direction, action -
    - (a) relating to an indemnity demand; or
    - (b) under paragraph 3.13 or paragraph 3.14.1(b).

#### LIMITS

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

## GENERAL MATTERS

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### 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 Ngāi Tai ki Tāmaki Trust is a charitable trust, or other charitable entity, the trustees receive -
    - (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 any of the following under the settlement documentation is a taxable supply for GST purposes:
- (a) a deferred selection property:
  - (b) the commercial property:
  - (c) RFR land; and

## GENERAL MATTERS

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### 3: TAX

3.4.5 the trustees are 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 trustees, a person associated with them, or the Crown will act in a manner that is inconsistent with this part 3.

3.6 In particular, the trustees agree that –

3.6.1 from the settlement date, they will be registered persons for GST purposes, unless they are not carrying on a taxable activity; and

3.6.2 neither they, nor any person associated with them, 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 trustees and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the trustees 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.

## **GENERAL MATTERS**

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### **3: TAX**

#### **INDEMNITY PAYMENTS**

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

#### **REPAYMENT**

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

#### **RULINGS**

- 3.13 The trustees 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 trustees are entitled to an indemnity payment, the Crown may -
- 3.14.1 by notice to the trustees, require them 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, -

## GENERAL MATTERS

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### 3: TAX

- (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 trustees whenever they exercise their 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.

## GENERAL MATTERS

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### 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 10 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property, a deferred selection property or the commercial property.

#### NOTICE UNDER OTHER LINKED DEEDS OF SETTLEMENT

- 4.3 If this deed requires notice to be given to -
- 4.3.1 the trustees of the Ngāti Tamaoho Settlement Trust, that notice shall be given in accordance with the requirements of the Ngāti Tamaoho deed of settlement
- 4.3.2 Marutūāhu Rōpū Limited Partnership, that notice shall be given in accordance with the requirements of the Marutūāhu Iwi collective redress deed.

#### REQUIREMENTS

- 4.4 A notice must be -
- 4.4.1 in writing; and
- 4.4.2 signed by the person giving it (but, if the trustees of the Ngāi Tai ki Tāmaki Trust are giving the notice, it is effective if not less than three trustees sign it); and
- 4.4.3 addressed to the recipient at its address, facsimile number, or email address as provided -
- (a) in paragraph 4.7; 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
- 4.4.4 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

## GENERAL MATTERS

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### 4: NOTICE

- (c) faxing it to the recipient's facsimile number; or
- (d) sending it by electronic mail to the recipient's email address.

#### TIMING

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

#### ADDRESSES

- 4.7 The address of -
  - 4.7.1 Ngāi Tai ki Tāmaki, and the trustees, is –  
  
102 Maraetai Drive  
Maraetai  
PO Box 59  
Beachlands 2147  
  
Email address – [admin@ngaitai-ki-tamaki.co.nz](mailto:admin@ngaitai-ki-tamaki.co.nz)
  - 4.7.2 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)

## GENERAL MATTERS

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### 5 MISCELLANEOUS

#### AMENDMENTS

- 5.1 This deed may be amended only by written agreement signed by the trustees of the Ngāi Tai ki Tāmaki Trust and the Crown.

#### ENTIRE AGREEMENT

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

#### NO ASSIGNMENT OR WAIVER

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

#### NAMES USED IN PLACE OF OFFICIAL GEOGRAPHIC NAMES

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

Name used in this deed	Official geographic name
Motuhoropapa	Motuhoropapa Island

## DEED OF SETTLEMENT

### 5: MISCELLANEOUS

<b>Name used in this deed</b>	<b>Official geographic name</b>
Ōtata Island	Otata Island
Pākihi	Pakihi Island
Te Motu-a-Ihenga (Motuihe)	Motuihe Island / Te Motu-a-Ihenga

## 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 1.26.1; and

**approving Ngāti Tamaoho deed** has the meaning given to it by paragraph 7.1.1 of the property redress schedule; and

**area of interest** means the area identified as the area of interest in part 1 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, and the draft settlement bill; and

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

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

**commercial property** means the property described in part 5 of the property redress schedule (being the Torpedo Bay property); and

**commercial redress property** –

## GENERAL MATTERS

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### 6: DEFINED TERMS

- (a) means each property described in subpart A of part 3 of the property redress schedule, unless and until that property ceases to be a commercial redress property under clauses 6.11 and 6.12; and
- (b) includes the potential commercial redress property, if it becomes a commercial redress property under clause 6.4.1; and

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

**confirmation notice** has the meaning given to it by paragraph 7.1.3 of the property redress schedule; and

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

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

**conservation relationship agreement** means the agreement in part 4 of the documents schedule; and

**council-administered cultural redress property** has the meaning given to it by paragraph 1.2.2 of the property redress schedule; and

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

**Crown redress -**

- (a) means redress –
  - (i) provided by the Crown to the trustees; or
  - (ii) vested by the settlement legislation in the trustees that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of the trustees under the settlement documentation –
  - (i) to acquire a deferred selection property, including together with another or other persons; and
  - (ii) to acquire, including with another or other persons, the commercial property; and
  - (iii) of first refusal in relation to RFR land; and
- (c) includes any part of the Crown redress; and

## GENERAL MATTERS

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### 6: DEFINED TERMS

(d) does not include –

(i) an obligation of the Crown under the settlement documentation to transfer –

i. a deferred selection property; or

ii. the commercial property; or

iii. RFR land; or

(ii) a deferred selection property; or

(iii) the commercial property; and

(iv) RFR land; and

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

(a) clauses 5.1 to 5.50; or

(b) the settlement legislation giving effect to any of those clauses; and

**cultural redress property** means each property described in schedule 1 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 the deed of recognition in part 2 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 the attachments; and

**deferred selection period** means the time period commencing from the settlement date within which the trustees may exercise their right of deferred purchase in relation to a deferred selection property described in subpart A or B of part 4 of the property redress schedule, being in relation to -

(a) each deferred selection property described in subpart A of part 4 of the property redress schedule, two years; and

(b) the deferred selection property described in subpart B of part 4 of the property redress schedule, five years; and

**deferred selection property** means –

## GENERAL MATTERS

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### 6: DEFINED TERMS

- (a) each property described in subpart A of part 4 of the property redress schedule, unless and until that property ceases to be a deferred selection property under clauses 6.18 and 6.19; and
- (b) the property described in subpart B of part 4 of the property redress schedule; and
- (c) the property described in subpart C of 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 3 of the attachments (as amended in accordance with clauses 5.13 and 6.30); and

**effective date** means the date that is 70 business days after the settlement date; and

**effective Papakura property notice of interest** has the meaning given to it by paragraph 10.2 of the property redress schedule; and

**effective Papakura property purchase notice** has the meaning given to it by paragraph 10.2 of the property redress schedule; and

**eligible member of Ngāi Tai ki Tāmaki** means a member of Ngāi Tai ki Tāmaki who on 3 July 2015 was -

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngāi Tai ki Tāmaki kept by the BenRoll Officer for the purpose of voting on –
  - (i) the ratification, and signing, of this deed; and
  - (ii) the approval of the trustees to receive the redress; and

**encumbrance or interest**, 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 6.1 to 6.31; and

## GENERAL MATTERS

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### 6: DEFINED TERMS

(b) the settlement legislation giving effect to any of those clauses; and

**financial and commercial redress amount** means the amount referred to in clause 6.1 as the financial and commercial redress amount (being \$12,700,000); 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

**harbours** has the meaning it is given by clause 8.2; and

**Hauraki Gulf Marine Park** means the park established under section 33 of the Hauraki Gulf Marine Park Act 2000; and

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

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

**historical claims** has the meaning given to it by clauses 10.2 to 10.4; and

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

**indemnity demand** means a demand made by the trustees 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) a cultural redress property (other than Te Waiarohia Pā and Maungarei A), means the Department of Conservation; and

(b) Te Waiarohia Pā, means LINZ; and

(c) Maungarei A, means the Ministry of Justice (Office of Treaty Settlements); and

## GENERAL MATTERS

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### 6: DEFINED TERMS

- (d) a commercial redress property, a deferred selection property, or the commercial property, means the department specified opposite that property in part 3, part 4, or part 5, as the case may be, of the property redress schedule; and

**leaseback commercial redress property** has the meaning given to it by clause 6.9; and

**leaseback subpart A deferred selection property** has the meaning given to it by clause 6.16; and

**leaseback property** has the meaning given to it by paragraph 10.2 of the property redress schedule; and

**letter of introduction** has the meaning given to it by clause 5.34; 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

**Marutūāhu Iwi** means –

- (a) the collective group comprising the following iwi:
- (i) Ngāti Maru;
  - (ii) Ngāti Paoa;
  - (iii) Ngāti Tamaterā;
  - (iv) Ngaati Whanaunga;
  - (v) Te Patukirikiri; and
- (b) includes the individuals who are members of one or more of the iwi listed in paragraph (a);
- (c) includes any whanau, hapū, or group to the extent that is composed of those individuals; and

**Marutūāhu Iwi collective redress deed** means a deed signed by the Crown and for and on behalf of Marutūāhu Iwi, and any other person or persons, settling the historical claims of Marutūāhu; and

**Marutūāhu Rōpū Limited Partnership** means the limited partnership established by an agreement dated 21 June 2013; and

**member of Ngāi Tai ki Tāmaki** means an individual referred to in clause 10.5.1; and

## GENERAL MATTERS

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### 6: DEFINED TERMS

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

**month** means a calendar month; and

**museum/library letter** has the meaning given it by clause 5.37; and

**negotiators** has the meaning given to it by clause 10.7.1; and

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

**Ngā Mana Whenua o Tāmaki Makaurau** has the meaning given to it by section 9 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014; and

**Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed** means the deed signed by the Crown and for and on behalf of Ngā Mana Whenua o Tāmaki Makaurau; and

**Ngaati Whanaunga** means the iwi known as Ngaati Whanaunga; and

**Ngāi Tai ki Tāmaki** has the meaning given to it by clause 10.5; and

**Ngāi Tai ki Tāmaki Tribal Trust** means the trust known by that name and established by a trust deed dated 9 August 1992 and signed by Mikara Kirkwood, of Meadowbank, Auckland, Minister, Emily Karaka, of Otara, Auckland, Artist, Piahana Tahapehi, of Ngaruawahia, Kaumata, Haare Turei, of Mangere, Auckland, Foreman, Te Warena Taua, of Mangere, Auckland, Ethnologist, Josephine Cameron, of Mangere, Auckland, Secretary, June Rangihuna, of Mangere, Auckland, Beneficiary, Steve Barker, of Paeroa, Automotive Engineer, Peter Ririnui, of Mangere, Auckland, Police Officer, and Laurie Beamish of Whitianga, Fisherman; and

**Ngāi Tai ki Tāmaki Trust** means the trust known by that name and established by a trust deed dated 18 August 2013 and signed by James Brown, of Maraetai, Consultant, Carmen Kirkwood, of Whatapaka, Historian and Environmentalist, Laurie Beamish, of Umupuia, Fisherman, Lucy Steel, of Torere, Educationalist and Consultant, Billy Rewa Brown, of Orakei, Auckland, Communications Manager, Jeff Lee of Glen Innes, Auckland, Ngāi Tai Kaitiaki, and Barry Soutar, of Mount Eden, Auckland, IT Consultant; and

**Ngāti Koheriki** means the iwi known as Ngāti Koheriki; and

**Ngāti Koheriki deed of settlement** means a deed, between the Crown and Ngāti Koheriki and any other person or persons, settling the historical claims of Ngāti Koheriki; and

**Ngāti Koheriki settlement legislation** means legislation that settles the historical claims of Ngāti Koheriki; and

## GENERAL MATTERS

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### 6: DEFINED TERMS

**Ngāti Tamaoho** means the iwi known as Ngāti Tamaoho; and

**Ngāti Tamaoho deed of settlement** means a deed, between the Crown and Ngāti Tamaoho, the trustees of the Ngāti Tamaoho Settlement Trust, and any other person or persons, that settles the historical claims of Ngāti Tamaoho; and

**Ngāti Tamaoho on-account deed** means a deed, between the Crown and the trustees of the Ngāti Tamaoho Settlement Trust, providing for redress on account of the settlement of the historical claims of Ngāti Tamaoho; and

**Ngāti Tamaoho settlement date** means the date the Ngāti Tamaoho settlement legislation provides is the settlement date under that legislation; and

**Ngāti Tamaoho settlement legislation** means legislation that settles the historical claims of Ngāti Tamaoho; and

**Ngāti Tamaoho Settlement Trust** means the trust known by that name established by a trust deed dated 23 June 2014; 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, as provided by clause 6.1.1; and

**Papakura property** means the deferred selection property described in subpart C of part 4 of the property redress schedule; and

**Pare Hauraki** means –

(a) the collective group comprising the following iwi:

- (i) Hako:
- (ii) Ngāi Tai ki Tāmaki:
- (iii) Ngāti Hei:
- (iv) Ngāti Maru:
- (v) Ngāti Paoa:
- (vi) Ngāti Porou ki Hauraki:
- (vii) Ngāti Pūkenga:
- (viii) Ngāti Rahiri Tumutumu:

## GENERAL MATTERS

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### 6: DEFINED TERMS

(ix) Ngāti Tamaterā:

(x) Ngāti Tara Tokanui:

(xi) Ngaati Whanaunga:

(xii) Te Patukirikiri; and

(b) includes individuals who are members of one or more of the iwi listed in paragraph (a); and

(c) includes any whanau, hapū, or group to the extent is composed of those individuals; and

**Pare Hauraki Collective Redress Deed** means a deed that may be signed by the Crown and for and on behalf of Pare Hauraki and referred to in clause 7.5; and

**party**, other than as provided by paragraph 10.1 of the property redress schedule, means each of the following:

(a) Ngāi Tai ki Tāmaki:

(b) the trustees:

(c) the Crown; and

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

**potential commercial redress property** means the property described in subpart B of part 3 of the property redress schedule; and

**primary industries protocol** means the primary industries protocol in part 3 of the documents schedule; and

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

**protocol** means each of the taonga tūturu protocol, and the primary industries protocol, issued under clause 5.21 and the settlement legislation; and

**purchased deferred selection property** means –

(a) each deferred selection property described in subpart A or B of part 4 of the property redress schedule, in relation to which the trustees and the Crown are to be treated under paragraph 6.4 of the property redress schedule as having entered into an agreement for its sale and purchase; and

## GENERAL MATTERS

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### 6: DEFINED TERMS

- (b) the deferred selection property described in subpart C of part 4 of the property redress schedule, if the Crown and the governance entity or governance entities that gave an effective Papakura property purchase notice are to be treated under paragraph 7.13 of the property redress schedule as having entered into an agreement for its sale and purchase; and

**raupatu claims** has the same meaning that the term Raupatu claims is given by section 8(1) of the Waikato Raupatu Claims Settlement Act 1995; and

**redress** means -

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.15; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and
- (d) the Crown's obligation to negotiate redress in relation to the harbours under part 8; and

**redress property** means -

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

**relationship agreement** means an agreement entered into in accordance with clause 5.29; and

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

**representative entity** means -

- (a) the trustees; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
  - (i) the collective group referred to in clause 10.5.1; or
  - (ii) any one or more members of Ngāi Tai ki Tāmaki; or
  - (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 10.5.2; and

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### 6: DEFINED TERMS

**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 87 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;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

**RFR land** has the same meaning as in the draft settlement bill; and

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

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

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

**settlement date** means the date that is 60 business days after the date on which the settlement legislation comes into force; and

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

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

**settlement legislation** means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 9.1 is passed, the resulting Act; and

**settlement property** means –

- (a) each cultural redress property; and
- (b) each commercial redress property; and
- (c) each deferred selection property; and
- (d) the commercial property; and

**settling group** means Ngāi Tai ki Tāmaki; and

## GENERAL MATTERS

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### 6: DEFINED TERMS

**statement of association** means each statement of association in part 1 of the documents schedule and, to avoid doubt, does not include the statements of association in part 7 of that schedule; and

**statutory acknowledgment** has the meaning given to it by section 73 of the draft settlement bill; and

**Tāmaki Makaurau Area** means the area identified as the Tāmaki Makaurau Area in attachment 1 to the attachments to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed; and

**taonga tūturu protocol** means the taonga tūturu protocol in part 3 of the documents schedule; 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

**terms of negotiation** means the terms of negotiation referred to in clause 1.25; and

**Torpedo Bay property** means the commercial property, being the property described in part 5 of the property redress schedule; and

**Torpedo Bay property settlement date** has the meaning given to it by clause 6.25; and

**transfer value**, in relation to -

- (a) a commercial redress property (other than the potential commercial redress property), means the transfer value provided in part 3 of the property redress schedule in relation to that property; and
- (b) the potential commercial redress property if it is a commercial redress property, means the transfer value specified in the offer of the property made by the Crown under clause 6.3.1; and
- (c) a deferred selection property, has the meaning given to it in paragraph 10.2 of the property redress schedule; and
- (d) the commercial property, has the meaning given to it in paragraph 10.2 of the property redress schedule; and

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### 6: DEFINED TERMS

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

**trustees of the Ngāi Tai ki Tāmaki Tribal Trust** means the trustees from time to time of the Ngāi Tai ki Tāmaki Tribal Trust, in their capacity as trustees of that trust; and

**trustees of the Ngāi Tai ki Tāmaki Trust**, and the **trustees**, means the trustees from time to time of the Ngāi Tai ki Tāmaki Trust, in their capacity as trustees of that trust; and

**trustees of the Ngāti Tamaoho Settlement Trust** means the trustees from time to time of the Ngāti Tamaoho Settlement Trust; and

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

**Waikato Raupatu Settlement** means the settlement of the raupatu claims effected by the deed of settlement signed on 22 May 1995 by representatives of the Crown and Waikato-Tainui and by the Waikato Raupatu Claims Settlement Act 1995; and

**Waitangi Tribunal** means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; 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, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as –
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
  - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
  - 7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or
  - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
  - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 7.11 A reference to –

## GENERAL MATTERS

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### 7: INTERPRETATION

- 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
  - 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 –
- 7.16.1 are referred to in the statutory acknowledgement, and the deed of recognition, indicate the general locations of the relevant statutory areas but not their precise boundaries; and

## **GENERAL MATTERS**

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### **7: INTERPRETATION**

- 7.16.2 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.
- 7.17 The legal description for each of the cultural redress properties is shown in schedule 1 of the draft settlement bill.