

**NGĀTI PAOA**  
**and**  
**THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:**  
**DOCUMENTS**

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## 1 NGĀTI PAOA VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

**Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area (OTS-403-261)**

### ***Ngāti Paoa values***

Taramaire holds significant traditional, customary, spiritual and holistic values for the descendants of Paoa and Tukutuku.

Taramaire is the stream that drained from the inland swamp area of the adjacent interior to Hauraki Gulf / Tīkapa Moana, and is located at the Northern section of the Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area.

Ka whakaritea ai te tupuna Paoa e āna uri ki te manu poaka e whēnei ana te kōrero - Ka kōhure a Paoa me te turuturu pourewa te āhua e haere atu ana.

Ko te kōrero nei e whakaatu ana mai rā i te taroaroatanga o Paoa ki waenganui i tōna rōpū. Waihoki, ki tā te kōrero nei e whakarite ana i te whanonga rangatira o te manu i a ia e kai ana ki runga i te tahuna moana ki te whanonga rangatira o te tupuna a Paoa. He ōrite te āhua.

The descendants of Paoa compare him to the pied stilt in this way: "Paoa's appearance is distinguished as the pied stilt's movements." This was a direct reference to Paoa's height; Paoa seemingly towered above the others in his company when they arrived among the people at Hauraki. His gait was compared to that of the pied stilt as he walked among them. The comparison also describes the chief-like characteristics of the pied stilt, carefully selecting its prey on the banks adjacent to the sea, as similar to those of Paoa who was described as a man of thoughtful countenance, analysis and consideration.

Ngāti Paoa moved onto the western shores of Hauraki Gulf / Tīkapa Moana where they lived close to other related tribes. This occurred directly after battles with resident iwi led by Kaiwhakapae and Taurua's children Korohura and Putohe, along with Paoa's grandsons from Horowhenua, Taukiri and Manawa – Korohura winning the hand of Puhanga, a daughter of the Te Uri o Pou chief Parinui, as a peace offering. Te Rua o Puhanga is the name given to a sacred site at the southern extremity of the Wildlife Management Area. When Ngāti Paoa firmly established themselves on the western shores of Hauraki Gulf / Tīkapa Moana, Kohukohunui and Rātāroa became their sacred mountains.

By 1785, Te Haupa had made Te Tāpapakanga a Puku his headquarters. He and his iwi were able to consolidate their northward expansion from this base.

At Huarahi, where the Huarahi River meets Hauraki Gulf / Tīkapa Moana and near the current Kaiua Service Centre, an incident occurred that demonstrates the contextual relationship of Ngāti Paoa and the resident bird life along the coast of Wharekawa – the coastline that extends from Te Tāpapakanga a Puku in the north through to Pūkoro / Miranda in the south. Tauwhare, a warrior chief of Ngāti Paoa, was pursued by another neighbouring iwi. Tauwhare was easily recognisable as his hair was fair and red. At Huarahi, he was able to mix soot from a fire that he had used to extract oil from a kuaka (a bar-tailed godwit) and used that oil to darken his hair colour in order to change his appearance. He returned to meet his pursuers and they allowed him to pass by at Huarahi, seemingly unaware that this was indeed the chief they were seeking.

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### 1: NGĀTI PAOA VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

Additionally, in the aftermath of the introduction of the muskets to Aotearoa, Ngāti Paoa tradition records that, while fleeing the invaders from the north, a great number of Ngāti Paoa warriors were overrun along the shoreline of Wharekawa and killed by those who held the upper hand in warfare as a result of their early access to and possession of guns. The shoreline was considered sacred, as the bodies of those slain were left where they were killed and their remains were absorbed into the immediate surrounding environment.

Today, Hauraki Gulf / Tīkapa Moana's 8,500 hectares of inter-tidal flats support some 40,000 birds. Sixty different species have been recorded, twenty-four of them wading birds. They include godwits, the dramatic-looking eastern curlew and the tiny red-necked stint. Many of Pūkorokoro / Miranda's migratory wading birds make an arduous 10-12,000 kilometre journey from the Arctic Circle to arrive in spring (September-October) and fly north again in the autumn (mid-March). They need to stop over at mudflats along the way to "refuel". Bar-tailed godwits, the most common Arctic wader at Pūkorokoro / Miranda, are believed to make only one stopover on the way north in the Yellow Sea region of China and Korea. Coming south they are believed to cross the Pacific in one non-stop flight to New Zealand. Red knots, the second most common bird, stop over during northern migration in northern Australia and in the Yellow Sea. They also make several stops on their way south. Many of these birds will double their bodyweight before setting off on such long flights.

The Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area is listed as an internationally important wetland under the International Union for Conservation of Nature and Nature Resources. The Wildlife Management Area is located adjacent to the great pā site of Rangipō; a significant historical site for Ngāti Paoa and Te Uri o Pou.

The inter-tidal mudflats of estuaries are an important component of coastal habitat for many shorebirds. At an international level, the Ramsar Convention (1971) provides guidelines for the identification of wetlands of international importance, the criteria determining that Pūkorokoro / Miranda Taramaire meets the threshold of "international importance".

The Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area is part of one of the most important wintering sites for shorebirds in New Zealand, including the pied stilt. Over the past twenty years, the site has held an average of about 32,700 birds per year. These include the pied stilt that has been characterised proverbially from the seventeenth century as a simile for the attributes of Paoa, the eponymous ancestor of Ngāti Paoa.

Moreover, Ngāti Paoa maintains its customary rights at the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area as the resident iwi who upholds its environmental responsibilities and commitment to undertake traditional duties and give effect to traditional protocols.

#### ***Protection Principles***

Recognition of Ngāti Paoa as kaitiaki over the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area, its waters and indigenous species.

Recognition and respect for Ngāti Paoa mana, kaitiakitanga and tikanga in respect of the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area.

Protection of indigenous flora and fauna and waters within the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and its immediate environs.

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### 1: NGĀTI PAOA VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

Protection of wāhi tapu and wāhi whakahirahira within the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area.

Encouragement of respect for and recognition of the association of Ngāti Paoa with the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area.

Accurate portrayal of the association of Ngāti Paoa with the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area.

#### ***Director-General Actions***

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Ngāti Paoa's association with the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area will be accurately portrayed in all new Departmental information, signs and educational material about the area.
2. Ngāti Paoa will be consulted regarding all new Department of Conservation public information, educational material and signs regarding the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and, where agreed, the content will reflect their significant relationship with the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area.
3. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Ngāti Paoa's values in relation to the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and the immediate environs and will be encouraged to recognise and respect Ngāti Paoa's association with the area including their role as kaitiaki.
4. Ngāti Paoa will be consulted regarding any proposed introduction or removal of indigenous species to and from the Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area.
5. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Ngāti Paoa will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites.
6. Any kōiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Ngāti Paoa to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the kōiwi or other taonga will also be subject to any procedures required by law.

#### **Te Haupa Island Scenic Reserve (OTS-403-260)**

##### ***Ngāti Paoa values***

Te Haupa was the son of Te Mahia of Te Uri o Pou, Ngāi Tai and Ngāti Paoa descent, and Mahora who was of Ngāti Paoa, Ngāti Mahuta and Ngāti Tamaterā descent. He was the eldest of three brothers and two sisters, and was born at Waitakaruru around the middle of the eighteenth century

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### 1: NGĀTI PAOA VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

in the middle of a great “marangai” (an easterly gale) that tore and ripped away (Haupa) at the land and sea.

Te Haupa Island was named to commemorate the great chief, Te Haupa – Te Upoko Ariki Toihau o Ngāti Paoa. Te Haupa Island is located at the mouth of the Mahurangi Harbour where the waters were highly favoured for shark fishing. Te Haupa and his people regularly occupied this and other nearby islands at times during the fishing seasons. Members of other tribes also gathered here to fish during the shark season and it was a time when fierce competition for resources led to insults and sometimes death.

In January 1815 a missionary visited Hauraki in the brig *Active*. The “celebrated chief” Te Haupa and his son went on board. Te Haupa invited the missionary’s party to visit his village but this visit was prevented by the weather. The missionary said of Te Haupa “He was a man much esteemed as well as feared and possessed of very great power, one of the strongest and best made men I ever saw” – and this was at a time when Te Haupa was in his mid to late 60s.

One of those aboard the *Active*, a travelling businessman, was in awe of Te Haupa as he was received on board and described his meeting with Te Haupa thus:

“This chief ... was in his person the finest and most venerable looking old man I ever beheld; in stature he rose above the tallest of his countrymen; and his strength, though impaired with age, was yet extraordinary. In his countenance there was a thoughtful seriousness that bespoke him of a meditative cast of mind; and in his deportment a solemn gravity, which even more than his high rank, served to distinguish him from the others....Shoupa (Te Haupa).... was by far the most considerable chief we had yet met with; his authority reaching from this place as far as Bream Bay. .... Contrary to the usual practise of the (ariki), he always commanded his warriors in person, and was accounted, notwithstanding his advanced age, one of the bravest men in New Zealand; his name being formidable all over the northern part of the island.”

Te Haupa’s passing occurred when an influenza epidemic ravaged the coastlines of Hauraki Gulf / Tīkapa Moana in the first quarter of the nineteenth century. He was laid to rest at Karaka Taupō, Kawakawa Bay in a tomb.

Puakitawhiti wrote a lament for Te Haupa which was reproduced in *Ngā Mōteatea: The Songs* by A.T. Ngata and Pei Te Hurinui Jones and translated thus:

Was it the Gods who caused your death?  
Was it proud men? Was it the Incantations of thy foes?  
Was it the prayers of Rikiriki uttered by hundreds of people?  
O sire thy sins were great, wherefore confusion overtook thee,  
The sun has fallen from its height and the heavens are bowed  
Sit ye there my people, ye may die in peace, for by his arm the land found rest  
And all the weapons in the houses lie untouched!  
Thou were great and at thy bidding many tribes arose  
Far distant some, and some around thy home  
And who will gather these together now?  
Alas, there is no leader!  
O my heart, my beauteous Rata tree which shaded with its branched many,  
And caused them to be stately in their place,  
Lo, the mighty has gone forth and left his cave. Go in peace! Go.

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And with thee greatness goes, and influence  
For there are none, - no, not even one is found to take thy place!  
Lie there in solitude ye forest trees  
For who shall say that thy canoes will ever float upon the deep?  
But tis enough thy axe had touched that tree,  
And all the people with thy son Hamu will thy work complete  
And then the stately pine will sweep across the wave to southern shores.

In a valedictory address on the occasion of Governor Grey's departure in 1855, Te Kahukoti, Te Haupa's son, wrote:

“My ancestors and fathers are no strangers to Kings and Queens. My ancestor Te Haupa visited King George, and Te Rauroha also, my own father and he afterwards sent a letter to King George's son.”

and later:

“The captains of the ships that arrived in New Zealand in olden times sought out my fathers. They left them as presents scarlet garments, some with fringes, axes also, peaches and potatoes. At this time we first saw European axes. Our own axes were made of greenstone. With these we used to fell trees, and dub the canoes, but the trees were split with ordinary stones. When my ancestors and fathers received these axes, the news was heard at the Bay of Islands, it was heard at Waikato, it was heard at Tauranga, Rotorua and Taupo; and the chiefs of those places came to get axes for Te Haupa alone possessed these treasures. 'Twas then that Te Rauangaanga came to my mother, who was his sister, and axes and red garments were given to him, which he took to his place, potatoes also and peach stones.”

Unfortunately, there does not appear to be any written evidence that Te Haupa visited King George. It is possible that he sailed on the return voyage of the *Royal Admiral* but the ship's log for the return voyage, which may have confirmed this, is unfortunately missing.

#### ***Protection principles***

Recognition of Ngāti Paoa as kaitiaki over the Te Haupa Island Scenic Reserve, mahinga kai and other traditional resources.

Recognition and respect for Ngāti Paoa mana, kaitiakitanga, and tikanga in respect of the Te Haupa Island Scenic Reserve.

Protection of indigenous flora and fauna and the wider environment of the Te Haupa Island Scenic Reserve.

Protection of wāhi tapu and wāhi whakahirahira within the Te Haupa Island Scenic Reserve.

Encouragement of respect for and recognition of the association of Ngāti Paoa with the Te Haupa Island Scenic Reserve.

Accurate portrayal of the association of Ngāti Paoa with the Te Haupa Island Scenic Reserve.

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### 1: NGĀTI PAOA VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

#### ***Director-General's actions***

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Ngāti Paoa's association with the Te Haupa Island Scenic Reserve will be accurately portrayed in all new Departmental information, signs and educational material about the area.
2. Ngāti Paoa will be consulted regarding all new Department of Conservation public information, educational material and signs regarding the Te Haupa Island Scenic Reserve and, where agreed, the content will reflect their significant relationship with the Te Haupa Island Scenic Reserve.
3. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Ngāti Paoa's values in relation to the Te Haupa Island Scenic Reserve and the immediate environs and will be encouraged to recognise and respect Ngāti Paoa's association with the area including their role as kaitiaki.
4. Ngāti Paoa will be consulted regarding any proposed introduction or removal of indigenous species to and from the Te Haupa Island Scenic Reserve.
5. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Ngāti Paoa will be consulted and particular regard had to their views, including those relating to Kōiwi (human remains) and archaeological sites.
6. Any kōiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Ngāti Paoa to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the kōiwi or other taonga will also be subject to any procedures required by law.

## 2 STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

The statements of association of Ngāti Paoa are set out below. These are statements of their particular cultural, spiritual, historical and traditional association with identified areas.

### **Kiripaka Wildlife Scenic Reserve (OTS-403-268)**

The Kiripaka Wildlife Scenic Reserve (523.5 hectares) is an important area for the descendants of Paoa as it holds significant traditional, spiritual, physical, customary and holistic values.

Te Kiripaka is located near the north western reaches of the summit to the sacred mountain Kohukohunui, the highest peak within the mountainous range of Hūnua, and skirts the northern border of the East Wairoa Raupatu Block. Te Kiripaka is owned by the Crown, vested in the Department of Conservation and managed by Auckland Council, and lies within the Ōrere Taupo Native Land Court Block.

Ngāti Paoa's association with Te Kiripaka stemmed from the slaying of Ngaromānia, a Ngāti Paoa ancestor. Ngāti Paoa tradition records that Ngaromānia was at times a turbulent and arrogant man who levied heavy demands upon all travellers passing up and down the Tāmaki River, and sometimes attacked them without just cause. As a result of Ngaromānia's actions, people became disgruntled and planned to lure him in to a trap where he would be slain. Ngaromānia was invited to a pā site at Ōrere. When Ngaromānia arrived at this village, he was captured and killed.

Ngāti Paoa had just cause to avenge Ngaromānia's death, and it was Te Mahia (Ngaromānia's nephew and the son of Tokohia and Ramaaro of Ngāti Paoa) who led the attack on the village at Ōrere. Tokohia and Ngaromānia were brothers and they participated in previous battles, alongside Paoa's grandsons, Manawa and Taukiri, with another section of Te Uri o Pou as a result of the deaths of Ngaromānia's father, Te Whiringa, and his uncle, Te Kapu. These battles contributed to the conquest and allocation of lands between Ngāti Paoa and a neighbouring iwi.

Te Mahia accepted a request to aid a neighbouring chief of the village at Ōrere to kill the chief responsible for Ngaromānia's death. The neighbouring chief and the chief responsible for Ngaromānia's death had quarrelled about land issues and unwelcome advances by the latter on the former's wife. Te Mahia both harboured resentment and sought retribution in killing the chief who had previously slain his uncle, Ngaromānia. Te Mahia succeeded in obtaining this retribution, and the remnants of the slain chief's people, who survived, including his son, fled the district with the intention of joining their relatives in the north.

The slain chief's people returned to Tāmaki Makaurau with their northern relatives. After a series of battles they soon found Te Mahia; he was killed, his body mutilated, and his body parts hung in a great Karaka tree. His jawbone was unceremoniously removed and taken back north to be used for fishing practices. There is a river named Te Hī Kauwae (to fish with a jawbone), in reference to the skeletal remains removed from Te Mahia's body.

This incident only served to incense Ngāti Paoa and increase the violence that would befall both people of the north and Ngāti Paoa. Te Mahia's sons Te Haupa, Te Waero and Pōkai had now adopted the name of Te Uri Karaka (the Karaka descendants) in reference to their father's body parts hung in the great Karaka tree. They were to exact a bloody retribution that would have severe consequences for both parties. Te Haupa, te Ūpoko Ariki Toihau o Ngāti Paoa (the great chief of

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### 2: STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

Ngāti Paoa), would rally his relatives within the Marutūāhu Confederation and carry out long-range warfare to avenge the death of his father and two other notable Marutūāhu chiefs, Pōkere of Ngaati Whanaunga and Hauāuru of Ngāti Maru, who had recently been killed by northern raiders.

Meanwhile, feeling remorse for Te Mahia's death as a result of his request to seek Te Mahia's assistance in killing, the chief who had requested Te Mahia's assistance was moved to gift further lands to Te Mahia's descendants who had adopted the name of Te Uri Karaka. Te Haupa and his brothers, having moved to the area, now occupied important strategic coastal pā.

The boundaries of the lands offered were later consolidated and agreed on by Wiremu Te Rauroha, the grandson of Te Haupa and great grandson of Te Mahia, and a leading member of another iwi. Te Kiripaka was identified as lying within those boundaries.

Ngāti Paoa fashioned four waka from trees located within the Te Kiripaka land block, thereby celebrating their marine prowess while also strengthening and reaffirming their spiritual, physical, cultural and traditional connection with Te Kiripaka.

#### **Southern Hūnua Ranges conservation sites:**

- **Mangatāwhiri Forest Conservation Area (OTS-403-275)**
- **Paparimu Conservation Area (OTS-403-272)**
- **Richard Sylvan Memorial Scenic Reserve (OTS-403-273)**
- **Vining Scenic Reserve (OTS-403-274)**

The southern Hūnua Ranges conservation sites, comprising the Mangatāwhiri Forest Conservation Area (1225.9 hectares), Paparimu Conservation Area (20 hectares), Richard Sylvan Memorial Scenic Reserve (135.9 hectares) and the Vining Scenic Reserve (461.6 hectares), hold significant ancestral, customary and cultural value for Ngāti Paoa. The collective sites are all covered with dense native forestation and are characterised with medium to steep ridges, deep gullies and flowing waterways.

The Hūnua Ranges are known to Ngāti Paoa as Te Pae Maunga o Hūnua (the mountain range of high lands). Kohukohunui (the great mist) is the highest peak within the mountain range and is considered sacred. The dense native bush was home to the Tūrehu and Patupaiarehe (supernatural ancestral beings), and is known to Ngāti Paoa as Te Ngāherehere o Kohukohunui (the expansive forest of Kohukohunui).

Marutūāhu, the ancestor of the confederated tribes of Ngāti Maru, Ngāti Paoa, Ngāti Tamaterā and Ngaati Whanaunga, travelled from Kāwhia and crossed the ranges in search of his father Hotunui who was residing at Whakatiwai. The mountain range is acknowledged as having received Marutūāhu and guided him to his destination. The pathway he followed is known as Te Ara o Marutūāhu. Marutūāhu propitiated the Atua (deities) as he entered the new land, and the Tūahu (altar) that he constructed was consecrated and left as a monument of his arrival.

All the southern Hūnua Ranges conservation sites are located either adjacent to or within former Māori-owned land blocks identified and claimed through the Native Land Court process. Titles for the land blocks were all awarded to descendants of Paoa, the eponymous ancestor of Ngāti Paoa. These land blocks were formerly known as Mangatangi, Poupipi and Wharekawa 2. The general

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### 2: STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

evidence submitted by the witnesses during the Native Land Court process referred to the conquest of the land by Ngāti Paoa ancestors and its continued occupation by their descendants.

The Vining Brothers' property known as the Vining Scenic Reserve was formerly part of the Native Land Court Mangatangi Block. The north and west boundaries of the Reserve follow the Kiukiu Range which was the boundary of the formerly-known Mangatangi Block. An important Ngāti Paoa pā site within the area was Puketui.

The northeast portion of the Mangatāwhiri Forest Conservation Block was originally part of the Poupihi Block, while the Richard Sylvan Memorial Scenic Reserve is located within the former Wharekawa 2 Block.

The west Mangatāwhiri Forest Conservation and the Paparimu Conservation areas, while not included in the land blocks previously mentioned, formed part of the cultural landscape in which Ngāti Paoa exercised customary rights.

Settlements and kāinga (villages) were situated in areas of high land with access to the waterways.

The southern Hūnua Ranges conservation sites, as well as the entire Hūnua Ranges are considered to hold significant traditional cultural value and are important to the identity and holistic well-being of Ngāti Paoa. The rich native bush vegetation proffered resources and food for the ancestors of Ngāti Paoa, and the waterways, whilst providing fresh water for drinking were also navigable and used as important transport routes between Hauraki Gulf / Tīkapa Moana (Firth of Thames) and the interior of the Waikato region.

#### **Matietie Historic Reserve (OTS-403-262)**

Matietie Historic Reserve has historical, spiritual, cultural and traditional significance for Ngāti Paoa. This coastal reserve area includes some flat terrain where the kāinga Ahipao was once situated, as well as sloping terrain leading to the important site of Mokemoke Pā – a powerful and important remnant of Ngāti Paoa's cultural association to this bay and the wider surrounding area. The reserve extends north as far as Ōwhanake Bay, another significant site to Ngāti Paoa.

Mokemoke Pā, an ancient fortified pā site, was once occupied by Rawiri Takurua and his people of Ngāti Hura and Ngāti Kapu. The pā would act as a sanctuary for the hapū residing within the area in times of small-scale warfare. Rawiri Takurua's son, Rawiri Pūhata, was born at the Ahipao kāinga adjacent to the pā.

Rawiri Pūhata was a recognised leader among the Ngāti Paoa people and during the Native Land Court hearings, he was a prominent speaker and learned provider of historical knowledge and genealogy. Rawiri Pūhata was later interred at the Te Huruhi reserve urupā with his wife and their family.

The northern periphery of the Matietie Historic Reserve includes steep terrain and precipitous rock. The rocks that border the shoreline at sea level once provided Ngāti Paoa with the seafood delicacy, oysters, and the sea was used for transport and food gathering purposes.

The area was known to Ngāti Paoa as Mātietie, as described by Ngāti Paoa kaumatua Te Kaaho Andrews. He explained that the word Mātietie has a similar meaning to the word "wharo" (cough/sneeze). Mātietie is also used to describe the type of fauna growing on the flat lands there that included swampy reeds and grass.

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### 2: STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

The main Ngāti Paoa hapū who occupied Matietie were Ngāti Hura and Ngāti Kapu.

The Matietie Historic Reserve was once part of a much larger parcel of land which in 1869, was issued in favour of five individuals as tenants in common. The names inserted were Harata Patene, Rawiri Te Hautaku, Henare Te Paura, and Tamihana Tukere, all of Ngāti Paoa. Another person named was from Taranaki.

Mātietie remains an important area for Ngāti Paoa, as previously unearthed kōiwi within the vicinity of Matiatia Bay have been reinterred by Ngāti Paoa at the Matietie Historic Reserve. There are a number of archaeological discoveries along the Matietie Historic Reserve that have been registered and recorded including pits, middens, terraces, pā sites and other artefact discoveries. The Matietie Historic Reserve is rich in culture and has historical significance for Ngāti Paoa.

#### **Mutukaroa / Hamlin Hill (OTS-403-269)**

Mutukaroa / Hamlin Hill holds historical, spiritual, cultural, traditional and holistic significance for the people Ngāti Paoa.

Mutukaroa is part of a wider landscape in which Ngāti Paoa began to exercise interests in the early to mid eighteenth century, and the name is in reference to the conclusion of many battles and marauding parties in the immediate vicinity as a result of Mutukaroa's commanding strategic position.

Mutukaroa is currently owned by the Crown and used as a recreation reserve and is located on the narrow isthmus between the Wai o Taiki (Tāmaki River), and Te Manukanuka o Hoturoa (Manukau Harbour).

The site, including its slopes and gullies, was rich in resources, and the waterways that traversed the neighbouring landscape provided food such as fish, eels, birds and water from underground springs for the inhabitants.

Ngāi Paoa occupied many settlements within the greater area surrounding Mutukaroa.

Mutukaroa was an important location as it provided an elevated platform that stood above the waterways and the associated swamp lands and provided a much drier and healthier environment in the autumn and winter months of the year. Mutukaroa's close proximity to the sea gave access for Ngāti Paoa to travel to their kin along the river and out to the islands of Hauraki Gulf / Tīkapa Moana. It was important as a place of occupation and settlement, and was used as one of several portages between the east and west coast harbours. These harbours provided avenues of transport, as well as rich resources in the form of food.

Ngāti Paoa was involved in the sale of Mutukaroa to a catechist on 25 February 1838. The boundaries and area were identified within the deed of sale.

#### **Ngahue Reserve (OTS-403-267)**

Ngahue (Ngāhue) Reserve is of ancestral, traditional, cultural, spiritual, historical and holistic significance to the people of Ngāti Paoa.

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### 2: STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

The Ngāhue Reserve is located within the Kohimarama Block that was sold by Ngāti Paoa leaders on 28 May 1841, as part of Deed 207, Kohimarama Block, to the Crown. The Reserve is approximately 11.7 hectares in area and is bounded by College and Merton Roads. The Reserve is less than 200 metres from Te Tauoma, a former pā occupied by Ngāti Paoa in the mid eighteenth century through to the early nineteenth century.

Ngāhue Reserve is designated a recreation reserve and is governed by the provisions of the Reserves Act 1977.

Ngāhue is the name of a renowned Māori ancestor who, along with Kupe, was accredited with discovering Aotearoa (New Zealand) in the early twelfth century. Ngahue, also known as Ngake, travelled to Aotearoa on board the canoe Te Tāwhirirangi on a quest.

Ngā-hue is also considered by Ngāti Paoa as a reference to the abundance of gourd fruit that were grown in the greater area of the Kohimarama Block. The fertility of the land was suitable for the propagation and growth of gourd fruit within the Tāmaki Block as a result of the rich volcanic soil and the warmth contained within the volcanic rock after prolonged exposure to the sun. The Hue were important in the early history of the Māori as they provided sustenance as a staple food source and once hollowed and dried out, were utilized as either water receptacles or musical instruments.

Ngāhue Reserve was well located for Ngāti Paoa ancestors as the nearby small volcanic cones provided steep slopes that offered excellent defensive capabilities in times of warfare, and the surrounding flat terrain offered rich fertile volcanic soils for cultivations. In 1820, Samuel Marsden, from the nearby vantage point of Maungarei / Mount Wellington, observed that the cultivations of Ngāti Paoa in the area were the largest he had ever beheld.

Ngāti Paoa traditionally lived within this block during the eighteenth century and occupied a great village called Mauinaina, as well as many other pā sites close by.

Ngāhue Reserve was a site among many that was a part of Ngāti Paoa's daily existence as a result of the iwi's expansion into Tāmaki Makaurau. The chiefs involved with this expansion included Ngaromānia, Tokohia, Uehoka, Hikamokai, Te Mahia, Te Putu, Rongomaurikura and Ngarokiteuru. They came from the Ngāti Paoa hapū of Ngāti Kapu, Ngāti Hura, Ngāti Taurua, Ngāti Kaiwhakapae and Te Matekiwaho.

The Ngāti Paoa ancestor Ngaromānia lived within the area and is described in our traditions as a chief who to the displeasure of many demanded a levy in exchange for passage up and down the Tāmaki River.

Te Putu (the grandson of Ngaromānia's brother) and his wife Te Kehu occupied Te Tauoma. A small pā to the east of the Ngāhue Reserve.

The Ngāti Paoa people who lived in the Tāmaki Block were met by travellers such as Samuel Marsden, Nicholas, Kent, Cruise and D'Urville. The accounts and recordings of these travellers and their meetings with these chiefs bequeath to us an eye witness account of the broad breadth and full extent of the villages, settlements, garden cultivations and population of Ngāti Paoa prior to the Musket Wars of the 1820s.

When Samuel Marsden visited the area, he met with the two esteemed Ngāti Paoa chiefs of the area – Te Hinaki and Te Tata. Having scaled what was considered to be Maungarei / Mount Wellington, Marsden estimated that four thousand inhabitants were living in a stretch of land of over 2 miles, and half a mile wide; while Te Hinaki, the paramount Ngāti Paoa chief of the pā sites,

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was adamant that there were seven thousand inhabitants and that others were away on an expedition to the lower North Island.

Te Hinaki and Te Tata were contemporaries and first cousins who lived in the Tāmaki Block at the time of Marsden’s visit in 1820. The food cultivated at this time in the history (1800 – 1827) of Ngāti Paoa at the Tāmaki Block was predominantly potatoes and kumara.

Ngāhue Reserve is regarded as an area that is momentous in terms of Ngāti Paoa’s ancestral interests and former occupation prior to the sale of the Kohimarama Block to the Crown in May 1841. The area still holds particular significance to Ngāti Paoa as an area of cultural and spiritual connection.

#### **Rātāroa:**

- **Pūkoro / Miranda Scenic Reserve (OTS-403-271)**
- **Pūkoro / Miranda Scientific Reserve (OTS-403-277)**

The Pūkoro / Miranda Scenic Reserve and the Pūkoro / Miranda Scientific Reserve are of historical, cultural, spiritual and traditional significance to Ngāti Paoa. Both reserves straddle the sacred peak of Rātāroa, a traditional Ngāti Paoa landmark that overlooks the southern region of Hauraki Gulf / Tīkapa Moana.

The name Rātāroa refers to the abundance of a species of quality flax that grew within the eastern area of the revered mountain peak.

The reserves have many significant native tree species, including kahikatea, rimu, tawa, miro, hinau, mahoe and maire. Located within the reserves were ara pikitanga (ascending pathways) that led Ngāti Paoa hapū, in particular Ngāti Kaiwhakapae, Ngāti Taurua, Ngāti Korohura, Ngāti Kapu and Ngāti Horowhenua, from the coastline to the westward interior. The area was renowned as a traditional hunting and bird-snaring site used extensively by Ngāti Paoa.

Ngaromānia was a significant contributor to the expansion of Ngāti Paoa along the western shores of Hauraki Gulf / Tīkapa Moana and into Tāmaki (Auckland). Ngaromānia was the son of Te Whiringa and the grandson of Kaiwhakapae and Taurua. He, along with his uncle Korohura and his brother Tokohia, divided the conquered land among themselves. Tokohia and Ngaromānia resided at pā called Te Whanga, Whakatau-toroa and Te Kauri.

The grand-nephew of Ngaromānia was the Ngāti Paoa ariki Te Haupa, who lived at Makomako Pā on the south-eastern side of Makomako stream, directly below Rātāroa. His lineage from Kaiwhakapae and Taurua, Te Whiringa, Tokohia and Te Mahia (his father), as well as his chieftainship and bravery as a leader, combined to qualify his authority along the western coastline of the Firth of Thames.

Rātāroa stands above significant pā sites such as Whakatautoroa and Makomako. The majestic peak of Rātāroa was considered a sacred part of the holistic cultural landscape that included the life-generating thermal waters springing from the lowlands. Kāinga (villages) such as Ōpua, Papakauri and Mangakirikiri were all located adjacent to Rātāroa as a result of the area’s prolific resources.

Rātāroa was symbolically dedicated by Ngāti Paoa chieftains as a pillar of support for the Kingitanga when the New Zealand Wars began in 1863. Its location was advantageous to hapū, as

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the pathways would provide access to the waterways feeding into the central north Waikato catchment. The close proximity to the coastline area for seafood and wading birds, and the ability to harvest and utilise the abundant natural resources of flax and reed found there were significant attractions. Consequently, Rātāroa, and the wider reserve areas, would be frequented by other hapū and iwi during their travels to hunting and fishing grounds located in the Ngāti Paoa rohe (tribal area) and surrounding lands, and along the coastline and waterways.

Following the nineteenth century New Zealand Wars, Ngāti Paoa were alienated from their tribal domain around Rātāroa.

Ngāti Paoa tauparapara and haka are performed on our marae today. They refer to the four mountain peaks of the Marutūāhu Confederation of tribes:

**“Kohukohunui e, Kohukohunui e  
Tīkapa te moana e papaki mai rā, e haruru mai rā  
Paoa ki uta, Paoa ki tai e  
Titiro whakawaho ki Moehau rā waho, ki Te Aroha uta,  
Ki Rātāroa!”**

“Kohukohunui,  
The Hauraki Gulf breaks and roars,  
Ngāti Paoa inland (at Waikato), Ngāti Paoa beside the sea (Hauraki)  
Look out toward Moehau, to Te Aroha inland, to Rātāroa!”

#### **Ruapōtaka Reserve (OTS-403-270)**

Ruapōtaka Reserve is of ancestral, traditional, cultural, spiritual, historical and holistic significance to the people of Ngāti Paoa.

The Ruapōtaka Reserve is located within the ancient district formerly known as Te Tauoma. The name Te Tauoma was gradually superseded by what was known as the Kohimarama Block after the signing of te Tiriti o Waitangi. The Kohimarama Block was sold by Ngāti Paoa leaders on 28 May 1841, as part of Deed 207, to the Crown.

The Ruapōtaka Reserve’s actual location is 96-108 Line Road, Glen Innes, and it comprises a 0.9 hectare area containing the Ruapōtaka Marae, Glen Innes library, Glen Innes community hall, Plunket, Citizens Advice Bureau and car parking. The Te Oro Music and Arts Centre now occupy most of the former car parking area, and was recently completed and opened in May 2015.

The reserve surrounds the upper reaches of the Ōmaru Creek. The Ōmaru Creek holds significant value to Ngāti Paoa as it provided navigable water access inland near to where Ngāti Paoa resided.

Ruapōtaka Reserve is classified as a local purpose reserve (community buildings) under the Reserves Act 1977. It is Crown land vested in trust in Auckland Council, and is bordered by Maybury Reserve to the east.

The Ruapōtaka Reserve (Te Rua Pōtaka) is said to have derived its name from a battle engagement that occurred within the district. The remains of those who had fallen were said to be so numerous that they rolled whirling and spinning as a Pōtaka (spinning top) into the great extinct lava geyser mouth en masse, falling toward the base of the lava geyser.

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### 2: STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

Another tradition that relates to the naming of Ruapōtaka tells of a great and noble chief by the name of Pōtaka, who lived within the area of Maungarei / Mount Wellington. There was a cave at the eastern side of the mountain where the great chief was laid to rest called Te Rua o Pōtaka (the cave of Pōtaka).

Ngāti Paoa traditionally lived within this block during the eighteenth century and occupied a great village called Mauinaina, as well as many other pā sites.

The Ruapōtaka Reserve was a site among many that was a part of Ngāti Paoa's daily existence as a result of the iwi's expansion into Tāmaki. The chiefs involved with this expansion included Ngaromānia, Tokohia, Uehoka, Hikamokai, Te Mahia, Te Putu, Rongomaurikura and Ngarokiteuru. They came from the Ngāti Paoa hapū of Ngāti Kapu, Ngāti Hura, Ngāti Taurua, Ngāti Kaiwhakapae and Te Matekiwaho.

#### **Te Matuku Bay Scenic Reserve (OTS-403-266)**

Te Matuku Bay Scenic Reserve is of historical, spiritual, cultural, traditional and holistic significance for the people of Ngāti Paoa.

Te Matuku Scenic Reserve is located in the south eastern quarter of Waiheke Island and is registered as a scenic reserve and is governed by the provisions of the Reserves Act 1977.

The name Te Matuku refers to the resident population of herons that frequent the bay to forage for food and sustenance available to them at low tide.

The extent of the land and the boundaries stated began at Tirahopuhopu on the south coast, running north along the ridge of hills to Pukeokai, further to Maunganui, thence to Maungataururu, when it descends as far as the mouth of the Rakiwhau River, and then runs south east along the ridge of the hills until it descends into the sea at the point west of Otakawhe Bay. The sacred summits of Maunganui and Te Puke o Kai are of significant importance to Ngāti Paoa.

Ngāti Paoa's association with Te Matuku is a result of the expansion and development of Ngāti Paoa in the late seventeenth century primarily due to inter-tribal warfare that expelled the previous inhabitants from the island.

Ngāti Paoa's close genealogical links to the Marutūāhu Confederation of tribes led to their involvement in attacking the resident iwi of the gulf islands as well as the main settlements of Tāmaki Makaurau in retaliation for the deaths of their Taniwha, Ureia, and a number of their leading chiefs. The resultant exodus of the resident iwi allowed Ngāti Paoa and the Marutūāhu Iwi to occupy Waiheke.

The Te Matuku Block was sold to a missionary in January of 1840 by Whanui, a chief of Ngaati Whanaunga, as well as Patara Pouroto, Mata Wakarawe and Paora Hemowaka, who were all chiefs of Ngāti Paoa.

Ngāti Paoa held interests on the island from the mid eighteenth century through to the early twentieth century, when most of the land once owned by Ngāti Paoa was sold to third parties. Ngāti Paoa currently own 2000 acres of farmland north of Te Matuku, as a result of an earlier Treaty settlement process that recognized Ngāti Paoa's interests at Waiheke.

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### 2: STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

#### **Te Morehu Scenic Reserve (OTS-403-263)**

Te Morehu Scenic Reserve has historical, spiritual, cultural and traditional significance for Ngāti Paoa. The site is characterised by steep rugged land densely covered with native bush. The Rautawa Stream's source begins within the southern extremity of the site and exits to flow in to Hauraki Gulf / Tīkapa Moana at Karaka Taupō. The site also lies adjacent to the historical pā site of Papakauri, which is situated at the highest peak along the western boundary of Te Morehu Scenic Reserve.

Te Morehu Scenic Reserve is situated among the lands that Ngāti Paoa obtained as a result of the death of Te Mahia, a chief of Ngāti Paoa. Te Mahia was the son of Tokohia and Ramaaro (Ngāti Paoa), and he was renowned as a warrior. His wife was Te Mahora, who descended from Ngāti Paoa, Ngāti Tamaterā and another iwi. A chain of events that eventually led to Te Mahia's death was the catalyst for Ngāti Paoa succeeding to these lands.

Te Mahia's children – Te Haupa, Te Waero, Pōkai and their sisters, Tiatia and Puakitawhiti – then formed the Ngāti Paoa hapū Te Uri Karaka (descendants of the Karaka). From the mid eighteenth century, Te Uri Karaka occupied an area which included the Te Morehu Scenic Reserve area.

An ancient pathway known by Ngāti Paoa as Te Ara Waihake which connects the Kawakawa Bay area with the Waikato interior passes through the reserve. This track is also presumed to have been the track over which the great Ngāti Paoa canoe Te Raukawakawa was dragged from the bush clad interior hills to Kawakawa Bay sometime in the 1830s. Large stones, one of which is marked, are found along this traditional route.

Te Morehu Scenic Reserve was later sold to a private individual who subsequently donated 40.4 hectares of his property to the people of New Zealand to be kept as a reserve in 1939. He was a resident of Kawakawa Bay and dedicated the naming of the reserve to the memory of a faithful and respected native friend named Eruera Maihi (Edward Marsh), who was rumoured to be the last of a Ngāti Paoa tribal line that held interests in lands on Waiheke Island. Te Morehu is a reference to Edward Marsh being the last surviving member of his lineage. In 1945, another private individual of Ōrere donated 12.2 hectares of his land to complete the 52 hectares that make up the Te Morehu Scenic Reserve.

### 3 STATEMENTS OF ASSOCIATION

The statements of association of Ngāti Paoa are set out below. These are statements of their spiritual, cultural, historical and traditional association with, and values in relation to, the identified geothermal field and identified areas.

#### **Area north of Takatū Point (Tāwharanui Peninsula) to Te Ārai o Tāhuhu**

The land that is bounded by the sea to the east (Te Moana nui o Toi / Tīkapa Moana) at Te Ārai o Tāhuhu (Te Ārai Point), following the north western line of the Mahurangi Block Purchase by the Crown that proceeds inland to the watershed contour between the East Coast and the Kaipara Harbour in a general south westerly direction, thence turning east toward Waihunga (Moir's Hill) and Pohuehue, resting at Pukapuka on the eastern coast. The line then proceeds to follow the eastern coastline in a northerly direction including the inner harbours (Waihe, Mahurangi, Whangateau) until finally arriving at Takatū Point (Tāwharanui Peninsula). The line then heads northward and finally rests at Te Ārai o Tāhuhu (Te Ārai Point). This land, located within the boundary thus described, holds historical, cultural, spiritual and customary interests to Ngāti Paoa.

#### History, Context and Connection

Toi te huatahi came to Aotearoa in search of his grandson, Whātonga. Toi and his crew arrived at Tīkapa Moana (Hauraki Gulf) centuries after the arrival of Kupe. The earliest occupants of the Hauraki region are considered to be the descendants of Toi, who preceded the arrival of the Tainui and Te Arawa waka. The descendants of Toi were known as Te Tini o Toi (The multitude of Toi), and are recognised along with Maruiwi as foundation tribal entities in Hauraki and Tāmaki. Over time, these foundation tribal entities were gradually assimilated with the Hauraki and Tāmaki Iwi of today.

Ngāti Paoa, as descendants of Toi-te-Huatahi, recognise and celebrate the names bequeathed to Aotearoa in honour of Toi. The Coromandel Ranges of Hauraki were named Te Paeroa o Toi te huatahi; while islands, particularly off the coast of Mahurangi, were named Te Kawau-tū-mārō o Toi (Kawau Island), and Te Hauturu-o-Toi (Little Barrier Island), and the sea to the north encompassing these islands and Aotea (Great Barrier Island) was known as Te Moananui o Toi (an older name for the Hauraki Gulf).

The Tainui and Te Arawa canoes and their crews arrived in Tīkapa Moana around the thirteenth century; almost 200 years after Toi. A number of the crew remained within the Tāmaki and Hauraki region and the influence of their arrival proliferated over the following generations. The Te Arawa ancestors were credited with naming many features and landmarks in Hauraki, Tāmaki and other areas. Kahumatamomoe and Taramainuku are linked with the naming of Kaipara. Kahumatamomoe, an ancestor of Paoa, visited his nephew Taramainuku at his new home; the food offered to Kahumatamomoe was the tuber, thus he named the area Kaipara. On his departure from Kaipara, Kahumatamomoe requested from Taramainuku that he should take Taramainuku's daughter Hinetuterauniao as a wife for his grandson, Uenukumairarotonga. Taramainuku consented and Hinetuterauniao travelled with her great uncle to meet her new husband. Uenukumairarotonga is also an ancestor of Paoa.

Ngāti Paoa initially came to the area of Mahurangi as a result of conflict in the latter part of the seventeenth century, during which the people of the Mahurangi region and Ngāti Paoa engaged in numerous campaigns. Battles were carried out at pā sites associated with Ōrewa, Mahurangi,

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Mautohorā (Motuora Island), Te Urutonga (near Panetiki Island), Tirarau (Te Ti), Te Ngaere (near Whakatuwhenua) and Pākiri. Tensions continued throughout the eighteenth century, when agreements and peace overtures were made in an effort to settle the conflict. One such notable peace arrangement between Ngāti Paoa and an iwi rangatira of Mahurangi, was known as “Mihirau”, and is still today acknowledged as a considerable gesture of goodwill between our people. Hine-nui-o-te-paua was a greenstone mere of immense pride and value to Ngāti Paoa that was exchanged with a northern iwi at the peace meeting named Mihirau. Of recent, the redress area allocated for a papakāinga at Te Whanake (Point England) has been named Hine-nui-o-te-paua in commemoration of this peace arrangement.

Tamaterā’s granddaughter, Tukutuku, wed Paoa who was of Tainui and Te Arawa heritage. Maki-nui’s uncle Whataakai was Paoa’s ancestor. Paoa and Tukutuku’s grandson, Te Ngaere, wed Koata who was Maki-nui’s niece. Their son was the renowned warrior Kawharu who responded to the call for assistance from an iwi of the Kaipara district.

In the context of these and many other hitherto undisclosed intricate relationships, Ngāti Paoa sought to gain access to resources within the Mahurangi region. Ngāti Paoa were a maritime people and would travel great lengths to achieve their aspirations. The Mahurangi region was regarded as a pātaka kai (food basket), particularly abundant with sharks. Successful fishing ventures were made each year, with canoes laden with sharks being brought back to Waiheke for drying at Hākaimango (referring to the aroma of shark preparation) near Oneroa, where the drying method was carried out for vast quantities of shark.

Toward the end of the eighteenth century and the first half of the nineteenth century, Ngāti Paoa were residing at coastal kāinga and pā from Maungauika (North Head, Devonport), in the south, to Tiritiri Matangi, Mahurangi, Waihe and Whangateau in the north.

Ngāti Paoa, and in particular the Te Urikaraka and Ngāti Hura hapū, held strong genealogical links to the north via Te Rongopātūtaonga and forged relationships with a northern tribe and their leaders, Korokoro, Tuhi and Te Rangi. Te Rongopātūtaonga is a descendant of Tāhuhu-nui-o-Rangi, the ancestor who is associated with Te Ārai o Tāhuhu (Te Ārai Point) and the Te Urikaraka brothers, Te Haupā, Te Waero and Pokai were her descendants.

Ngāti Paoa played an important role in an engagement of conflict between related tribes of the Mahurangi region at Whakanewha, Waiheke. The survivors of that engagement were harboured by Ngāti Paoa and eventually returned to Whangaruru with the assistance of Te Haupā. Ngāti Paoa were present at Mahurangi when missionaries visited the area. Henry Williams recorded meeting Te Kupenga, Te Rauroha (both chiefs of Ngāti Paoa) along with a northern rangatira when he arrived in 1833. The northern rangatira married Takarangi of Ngāti Paoa, and at one stage was living at Takatū Point, Tāwharanui Peninsula. Takarangi was the granddaughter of Te Waero. Te Waero and a northern rangatira shared descent from Maikuku and Huatakaroa, and the marriage of the northern rangatira and Takarangi consolidated the peace arrangements between the northern iwi and Hauraki iwi.

Patene Puhata, another Ngāti Paoa chief, was resident in the Mahurangi area during this time with a party of Hauraki iwi who were labouring with a Timber merchant.

Two leading chieftains of the northern tribe signed te Tiriti o Waitangi on two separate occasions with Ngāti Paoa at Tāmaki in 1840; consolidating and confirming the bond between the northern iwi and Ngāti Paoa.

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### 3: STATEMENTS OF ASSOCIATION

Ngāti Paoa, along with other Hauraki iwi, were participants in the sale of Mahurangi. Hauraki ancestors accompanied the Crown surveyor to Pākiri and identified the prominent landmark of Te Ārai o Tāhuhu (Te Ārai Point) as the northern boundary mark of the Mahurangi region.

#### **Hauraki Gulf / Tīkapa Moana**

The coastal marine area of Hauraki Gulf / Tīkapa Moana (Firth of Thames) and the Hauraki Gulf is an integral part of Ngāti Paoa's rohe in Hauraki and Tāmaki Makaurau. Areas of particular cultural significance include the coastal areas from the Piako River near Thames, running west to the Waitakaruru River, travelling northward along the western coast of Hauraki Gulf / Tīkapa Moana, scattered around the inner harbour coastline of Tāmaki, and proceeding north again through to Mahurangi.

Other significant interests for Ngāti Paoa lie with the many Hauraki Gulf Islands such as Karamuramu, Pākihi, Pōnui, Rātōroa, Pākatoa, Waiheke, Motuihe / Te Motu-a-Ihenga, Motutapu, Rangitoto, Otata, Motuhorapapa, Rākino, Tiritiri Matangi, Motuora, Te Haupā and Kawau. Occupation of pā, kāinga and fishing stations on the coastline of Hauraki Gulf / Tīkapa Moana (Firth of Thames), the coastline of Tāmaki Makaurau, including the coastline from Te Hau Kapua (Devonport) through to Mahurangi in the north were important bastions that supported the development and vitality of Ngāti Paoa. Coastal fisheries and other resources were controlled and managed by the various Ngāti Paoa hapū, who exercised their customary kaitiaki role.

Ngāti Paoa have strong and unbroken traditional, historical, cultural and spiritual associations with the coastline and its ecosystems. These associations remain today, and are central to the identity and mauri of the iwi. A widespread complex matrix of pā, cultivations and fishing areas were located primarily at river mouths all along the coastal margin. Ngāti Paoa river-mouth settlements provided access to inland settlements and mahinga kai areas, including the flat, nutrient rich plains of Hauraki, as well as the Wharekawa west lowlands. The Pūkorokoro / Miranda inlet was a significant site for another reason. The ancestral waka Tainui briefly landed at Pūkorokoro / Miranda and left an anchor stone in the area. The Tainui waka had brought many of Ngāti Paoa's tūpuna (ancestors) to Pare Hauraki. They travelled along the western coastline of the Firth of Thames before landing on the Wharekawa foreshore at Waihihī. Reference is made to Waihihī as a result of Hoturoa's junior wife's indiscretion at this place, in an ancient prayer that continues to be recited by Ngāti Paoa kaumātua, and performed and celebrated in waiata and haka with Ngāti Paoa performing groups.

Te Tāpapakanga a Puku, Ōrere, Tāwhitokino, Karaka Taupo, Te Kawakawa and their environs contained many important fishing stations and tūranga waka. Te Tāpapakanga a Puku, Pāwhetau and Koherurahi were the most important of these. They consisted of large pā sites and kāinga complex overlooking beach lands where waka could be safely landed. Extensive racks used for net repair and drying fish were notable features of these places. Ūpokotoia – a great white shark and celebrated Ngāti Paoa taniwha – lived in this area, his name then becoming the name of an important Ngāti Paoa hapū. A pā, kāinga and fishing complex occupied much of the shoreline at Kawakawa Bay. This is the burial place of the celebrated Ngāti Paoa rangatira Te Haupā (Upoko Ariki Toihau o Ngāti Paoa). It has added significance for Ngāti Paoa as Te Urikaraka, an important hapū of Ngāti Paoa, formed extensive occupation, cultivation and fishing station complexes within the immediate vicinity, including two significant pā sites. The shoreline contains burials and the last known great waka of Ngāti Paoa, Kahumauroa, Te Kotūiti and Te Raukawakawa were left on the shoreline at the end of their respective marine lives. This important coastline was significant in that Ngāti Paoa's beliefs and customary burials were commonly carried out in close proximity to tidal areas and tidal flats associated with the relevant hapū and whānau of the specific area. Further

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### 3: STATEMENTS OF ASSOCIATION

Ngāti Paoa pā, kāinga and fishing stations could be found all along the eastern coast of Tāmaki Makaurau and the islands of the Hauraki Gulf.

Among the most important of these was Waiheke, renowned for its kaimoana, fresh water sources and fertile gardens. Estuarine areas were an especially prized source of kaimoana, fish, birds and textiles such as raupō and harakeke. The large estuaries of Waiheke Island were particularly significant to supporting and nourishing important Ngāti Paoa pā and kāinga (Te Pūtiki o Kahu, Hoporata and Rangihoua). Horuhoru, a significant rock north of Waiheke, also known as Tikapa, was where the Tainui crew performed their protocols when they first arrived in the Hauraki Gulf.

The Waitematā inlet was the location of a favourite rock, Te Routu o Ureia, of the celebrated Ngāti Paoa and Hauraki taniwha, Ureia. Tradition records that Ureia would come to this rock which was situated under the southern end of the Auckland harbour bridge to scratch his back. Ngāti Paoa resided within the coastal pā of Te Tō, which was an important location for Ngāti Paoa where they were able to fulfil their obligations as kaitiaki of Te Routu o Ureia.

Papakura Pā, a Ngāti Paoa pā site located south of Te Haupā Island, at Tiritiri Matangi, was important as it both provided a site for Ngāti Paoa to develop and expand, while also doubling as a supporting base for the iwi when the Mahurangi area was inundated with waka and fisherman during the important shark fishing seasons. Te Haupā Island, near the Mahurangi Harbour, was named after the Ngāti Paoa tupuna Te Haupā. As the great great grand-son of Paoa and Tukutuku, Te Haupā is an important tūpuna who engaged with the early missionaries on their visits to Aotearoa, and lead Ngāti Paoa throughout the turbulent years of the late eighteenth century and into the early nineteenth century.

Relationships were established between the various tribes of Hauraki and the tribes associated with Mahurangi.

Marutūāhu, eponymous ancestor of the Marutūāhu confederation of tribes, and Pikirangi (of Ngāti Apakura and father of the renowned sisters Reipae and Reitū) were related. Reipae and Reitū's descendants are of northern Rangatiratanga (Chieftainship) and indeed, associated with the Mahurangi region. Marutūāhu and Pikirangi's grandfathers were brothers, and consequently claim common descent from their great grandfather Whatihua. Marutūāhu was a contemporary of Maki-nui, father of Manuhiri, Maraeariki and Tawhiakiterangi. Marutūāhu and Maki-nui both emigrated from Kawhia on the west coast, making their homes in distant lands. Marutūāhu, arriving at Hauraki in search of his father Hotunui who had earlier emigrated from Kāwhia, performed rites of entry to a new land on the eastern face of Kohukohunui overlooking Tikapa Moana. Marutūāhu was also a direct descendant of Toi te Huatahi via Taneroroa and Ruapūtāhanga of the Aotea waka, Taranaki.

Marutūāhu had two wives who were sisters and of the Maruiwi and Te Tini o Toi tribal entities, as well as the latter Hauraki and Te Arawa ancestors. With the arrival of Hotunui, and Marutūāhu at Hauraki, the Tainui influence began to develop. Marutūāhu and his two wives resided at Wharekawa, Hauraki. Marutūāhu's second son Tamaterā wed Moemoewhitia of the Mahurangi region, and their son Putahi-a-Reua / Rehua lived at Aotea.

#### **Kōpuatai Wetland Area**

Kōpuatai Wetland Area, comprising of the Kōpuatai Wetland Management Reserve, the Flax Block Wildlife Management Reserve and the Torehape Wetland Management Reserve is of ancestral, traditional, cultural and spiritual significance to the people of Ngāti Paoa. The name Kōpuatai is a

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reference to the “deep tidal pool”. The area is historically known as the original path of the Waikato River to Hauraki Gulf / Tīkapa Moana prior to the deposit of sediment and residue changing its course.

Kōpuatai Wetland Area is located in the Hauraki lowlands that occupy the southern half of the Hauraki Depression. It is bounded on the west by the Hapuakohe Range and to the east by the Coromandel and Kaimai ranges. The land extends over a low peat dome between the Piako and Waihou rivers, and is listed as a wetland of international prominence, particularly as a waterfowl, shag, bittern, fern bird, spotless crane, wry bill plover and pied stilt habitat.

“Ka kōhure a Paoa me te turuturu pourewa te āhua e haere atu ana: Paoa appeared conspicuous as he towered above his travelling party.”

This proverb captures the distinctive features of Paoa, the eponymous ancestor of Ngāti Paoa. When he arrived with his people in Hauraki, he appeared to be taller than his peers, and walked with a long gait. The people of Hauraki compared his features to those of the poaka (the pied stilt).

Paoa lived at Kaitotehe, on the banks of the Waikato River. He and his wife Tauhākari had three children named Toawhano, Toapoto and Koura. An incident occurred which led Paoa to leave his family at Kaitotehe and move east toward the Hauraki plains. He settled at Mirimirirau, a pā on the eastern bank of the Piako, near the Kōpuatai Wetland Area.

Paoa remarried a Hauraki chieftainess named Tukutuku, the great-granddaughter of Marutūāhu. When Paoa travelled to Hauraki, he wore a whanake – a plain cloak made from the leaves of the tī kouka (cabbage tree). This was a deliberate act to portray his humility, while others in his party dressed in their finest garments. Whanake is the name of a former settlement located within the Kōpuatai No.2 Block.

Paoa and Tukutuku’s descendants later formed alliances with the descendants of Koura (Paoa’s daughter to Tauhākari) and Paretāhuri (Paoa’s sister) in the area near Kōpuatai, and these descendants continue to settle and occupy the area to this day.

Kōpuatai was an important source of kai and textile resources for the Ngāti Paoa hapū of Ngāti Horowhenua, Ngāti Kauahi, Ngāti Raukura, Ngāti Rurangi, Ngāti Rauwhea, Ngāti Te Awa, Ngāti Rerekau, Ngāti Waihinu and Ngāti Huruhuru. Abundant food resources such as kōkopu (cockabully), tuna (eels) and inanga (whitebait) were harvested. The enclosed waterways also provided safe waka (canoe) passages from east to west, and the Piako and Waitoa rivers were regularly traversed. Available harakeke (flax) and raupō (reeds) were utilised in construction, net manufacture and clothing.

Kōpuatai is of significant ecological value, as it supports and maintains the genetic and ecological diversity of the Hauraki and Waikato regions. The land is relatively low-lying and was historically subject to frequent flooding from the rivers of Waitoa, Piako and Waihou. A great number of plant and animal species are prevalent and there are a number of indigenous vegetation types contained within the Kōpuatai Wetland Area that are considered threatened flora and fauna.

The Kōpuatai Wetland Management Reserve, the Flax Block Wildlife Management Reserve and the Torehape Wetland Management Reserve are registered as reserves and administered under the Reserves Act 1977.

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#### **Maungarei / Mount Wellington**

Maungarei / Mount Wellington has a strong connection for Ngāti Paoa through the ancestress Reipae. Reipae and her sister Reitū travelled northwards on a bird. Reipae stopped at Maungarei / Mount Wellington and resided there before continuing on to Whangarei. Both places are named in her honour (Te Maunga-a-Reipae, Te Whanga-a-Reipae).

Maungarei / Mount Wellington holds historical and cultural significance for Ngāti Paoa. By the mid eighteenth century, the Marutūāhu expansion into Tāmaki Makaurau was in its final stages. Ngāti Paoa had developed considerable influence in eastern Tāmaki Makaurau as a result of the status held by several prominent chiefs including Ngaromania at Te Pupu o Kawau and Tahunatorea, Te Putu and his wife Te Kehu at Tauoma, Ngarokiteuru, Uehoka, Ikamokai and Rongomaurikura.

Maungarei / Mount Wellington was part of the Mokoia and Maunaina settlements on the Tāmaki River. These settlements were under the leadership of Ngāti Paoa chiefs Te Hinaki and Te Tata. In 1820, British missionaries visited Te Hinaki at Mokoia. One of the missionaries climbed Maungarei / Mount Wellington and “with a single glance beheld the greatest portion of cultivated land I had ever met within one place in New Zealand.” Ngāti Paoa was forced to flee their settlements in 1821 during the musket wars.

During the Ōrākei land title investigations, Ngāti Paoa chief Haora Tipa Koinaki testified that Ngāti Paoa had claims to the Kohimarama block. The Kohimarama block extended from Kohimarama across to Karaka Bay and as far south as Mokoia (Panmure). Maungarei / Mount Wellington lies within these boundaries.

#### **Maungauika**

Maungauika (Maunga Uika) is of great historical, cultural and spiritual significance for Ngāti Paoa. When the Tainui waka landed at Te Hau Kapua in the fourteenth century, the crew climbed the peak of Maunga Uika to view the land. Maunga Uika is named after Uika, a crew member on the Tainui waka.

Following Te Haupa’s expansion into Mahurangi circa 1770, Ngāti Paoa villages were established north of the Waitematā Harbour. Ngāti Paoa had numerous settlements at Takapuna, including Maunga Uika, and considered themselves the kaitiaki (guardians) of the place where their forebears had landed. Ngāti Paoa had a pā at Maunga Uika and cultivated gardens on the hill’s lower slopes.

In the 1790s, a northern iwi led a series of attacks on Ngāti Paoa, including a raid on the pā at Maunga Uika. The northern iwi journeyed to Takapuna in the Ngāti Paoa waka Kahumauroa, which they had appropriated some decades earlier. Ngāti Paoa were desperate to recover this important taonga (cultural treasure), but it was under heavy guard at a cave which was aptly named Te Ana o Kahumauroa. A bloody battle ensued on the shoreline at Te Hau Kapua, causing Ngāti Paoa to flee and resulting in a series of battles in other parts of Tāmaki.

The musket raids of the 1820s saw the desertion of Mahurangi, Tāmaki Makaurau and Hauraki by Ngāti Paoa and other resident iwi. By the 1830s, Ngāti Paoa had returned to these former homes. European traders approached Ngāti Paoa in the late 1830s, seeking to secure land at minimal cost. In 1839, Ngāti Paoa chief Patene Puhata sold part of Takapuna to Henry Tayler.

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Ngāti Paoa maintained a settlement at Maunga Uika until 1863, when they left to protect their original home on the western shores of the Firth of Thames.

#### **Maungawhau / Mount Eden**

Maungawhau means the “Mountain of the whau tree”. The crater of Maungawhau / Mount Eden is called Te Ipu-a-Mataaho (the bowl of Mataaho). Mataaho was a deity who lived in the crater and was known as the kaitiaki (guardian) of the mountain. Mataaho was the brother of the well-known deity Ruaumoko.

Maungawhau / Mount Eden has historical, cultural and spiritual significance for Ngāti Paoa. Ngāti Paoa came to occupy Maungawhau through a series of events beginning with the killing of the Hauraki taniwha, Ureia. To avenge Ureia's death, a Marutūāhu war party waged an attack from Manukau to Maungawhau / Mount Eden. The war party returned to Hauraki.

Then Kahurautao and his son Kiwi, while using the portage at Ōtāhuhu, were invited to Maungawhau / Mount Eden by the same iwi that had killed Ureia, and were given gifts as a gesture of goodwill. But Kahurautao and Kiwi were ambushed at Patutahi (St Johns) and killed. Kahurautao's other son Rautao gathered Marutūāhu forces from Hauraki and attacked the people of Tāmaki Makaurau, particularly the residents of Maungawhau. The mountain became tapu (sacred) following this event.

Some of the Ngāti Paoa members of the Marutūāhu forces decided to remain in the area. Te Hehenga had a pā on Maungawhau / Mount Eden, and there were cultivations and a settlement on the north-western side of the mountain.

#### **Moehau maunga**

Moehau – Te Moenga hau a Tama te Kapua (the blustery sleeping place of Tama te Kapua the Te Arawa Rangatira) – is of ancestral, traditional, cultural, spiritual and historical significance to the people of Ngāti Paoa.

Moehau adorns the northern tip of the Coromandel Peninsula. The peninsula is traditionally known by Hauraki iwi as te Tara o te Ika a Māui (the jagged barb of the great fish of Māui). The mountain range that extends from Moehau to the southern extreme at Te Aroha, is known as Te Paeroa o Toi te Huatahi (the extensive mountain range of Toi te Huatahi). The peninsula is also considered by Ngāti Paoa and the Hauraki iwi as the ama (outrigger) of the waka, with the peaks of Te Aroha and Moehau symbolically marking the prow and the stern respectively.

Moehau is well known and recognised by Hauraki iwi for its mysterious and mythical presence. The mountain is revered and considered tapu (sacred) as our traditions and customs remind us that Moehau was one of the places most frequented by the Patupaiarehe or Tūrehu (wraithlike beings who were said to be much like human beings, with white skin and red hair). They lived on the mountain tops and in heavy dense bush, and were seldom seen.

Moehau is also considered tapu as it was the final resting place of Tama te Kapua, the famous ancestor who was the captain of the Te Arawa canoe. His burial cave was earlier recorded as located near the peak of Moehau where an enormous tree-fern marked the spot.

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Paoa's relationship with Moehau was as a direct descendant of Tama te Kapua. The Te Arawa lineage emanates from Tama te Kapua to Kahumatamoemoe, to Tawakemoetahanga, to **Uenuku**-Mai-Rarotonga, to Rangitahi, to Kawatapuarangī, then Pikiāo, and finally Hekemaru – Paoa's father.

Kahumatamoemoe is said to have re-visited the site following the passing of his brother Tūhoromatakākā. Kahumatamoemoe had decided to visit his nephew Huarere who was living at Moehau and they both climbed the mountain peak to where Tama te Kapua was laid to rest. Kahumatamoemoe then set up warning signs in the area preventing others from straying into the site. He then descended from Moehau and at a place known as Te Tangi Aro ō Kahu, lamented for the passing of his elder brother, Tūhoromatakākā.

The intrinsic relationship of Ngāti Paoa to Moehau is through our lineage to Tama te Kapua and the retaliatory actions of Ngāti Paoa in the Marutūāhu response to the death of Tipa, Paoa's son.

#### **Motuihe Island / Te Motu-a-Ihenga**

Motuihe Island / Te Motu-a-Ihenga has historical and cultural significance for Ngāti Paoa. The island's full name is Te Motu a Ihenga, which refers to Ihenga, grandson of Tama te Kapua of the Te Arawa waka. After the death of Ihenga's father, Tuhoro Matakaka, he travelled extensively with his uncle Kahumatamomoe and bequeathed names to many places, some of which still endure today. The pā site on the eastern side of Motuihe is called Te Rae o Kahumatamomoe.

O-Hine-Rehia in the north-western part of the island refers to the place where Hauraki women first learned the art of rāanga (weaving), as it was here that a patupaiarehe woman named Hine Rehia was deceived by a tōhunga and wove during the day while the women of Motuihe observed her weaving secrets.

As part of the Marutūāhu expansion from Hauraki into Tāmaki Makaurau, Ngāti Paoa settled and cultivated on Motuihe Island / Te Motu-a-Ihenga. Te Uru-Rua-o-Paoa in the southern part of the island was the site of a grove of trees belonging to Ngāti Paoa. Maihi te Hinaki of Ngāti Paoa was born on Motuihe / Te Motu-a-Ihenga in the early nineteenth century. Maihi te Hinaki and Wiremu Hoete were both raised on Motuihe / Te Motu-a-Ihenga, and went on to sign the Treaty of Waitangi on behalf of Ngāti Paoa.

#### **Motutapu Island**

Motutapu has historical, cultural and spiritual significance for Ngāti Paoa. The island was originally known as Te Motutapu o Tinirau, referring to Tinirau, guardian of all fish and son of the sea deity Tangaroa. When the Te Arawa waka landed nearby in the mid fourteenth century, Kahumatamomoe, son of Tama te Kapua, placed guardian lizards on both Motutapu and Rangitoto. Te Mokonui o Hei was the guardian lizard he placed at Te Pēhi o Manawatere (Home Bay) on Motutapu.

Ngāti Paoa occasionally lived, fished and tended to cultivations on Motutapu.

Ngāti Paoa and another iwi were involved in a successful battle against a northern invasion alliance on Motutapu in 1828.

On 11 January 1840, Ngāti Paoa and Ngāti Terau sold Motutapu, and several other gulf islands, to a European trader.

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#### **Ōtāhuhu / Mount Richmond**

Ōtāhuhu / Mount Richmond holds historical and cultural significance for Ngāti Paoa. Ōtāhuhu has several possible meanings. One of these meanings is “Te Tāhuhu nui o Tainui (place of the ridgepole)” that refers to the way in which the Tainui waka resembled a ridgepole when flipped upside down and carried over the 700 metre portage. Other traditions state that the maunga was named after a chief who once occupied the pā.

Ōtāhuhu / Mount Richmond is important because of its strategic location. It has a long standing account of occupation related to the guardianship of the historic canoe portage – the most important and well-travelled route within Tāmaki Makaurau. Ngāti Paoa considers themselves as kaitiaki (guardians) of the historic Tainui waka portage.

Ōtāhuhu / Mount Richmond is inextricably linked with the waka portage. Significant traditional names extending between Whangaimakau (wait for the beloved) at Te Wai o Taikehu and Te Tapotu o Tainui (the descent of Tainui) at Te Manukanuka o Hoturoa, serve as a reflection of the cultural and spiritual importance of the portage and the maunga to Ngāti Paoa.

Following the Marutūāhu expansion into Tāmaki Makaurau, Ngāti Paoa settled in the area extending from modern-day Penrose southwards to the Tainui waka portage in Ōtāhuhu / Mount Richmond, including the mountain, and north east toward Te Pane o Horoiwi and Whakamuhu (Saint Heliers).

Although the 1821 musket wars drove Ngāti Paoa out of the area, a number of Ngāti Paoa had returned by 1827 when French captain Dumont D'Urville visited the area. While exploring the Manukau Harbour, D'Urville's men came across the Ngāti Paoa chief Ngāwhare Te Hinaki and his people living at Ōtāhuhu / Mount Richmond.

Ōtāhuhu / Mount Richmond was subsequently sold by Ngāti Paoa and another iwi to a Church Missionary Society missionary in 1838.

#### **Rangitoto Island**

Rangitoto Island has spiritual, historical and cultural significance for Ngāti Paoa. The island has always been considered as a tapu place by Ngāti Paoa. Rangitoto Island was originally inhabited by the spirit beings known as tūrehu and patupaiarehe. The caves and caverns created through volcanic activity were used by later inhabitants as burial places. The three peaks of Rangitoto Island were known as Ngā-pona-toru-ā-Peretū (the three knuckles of Peretū). Peretū had only three knuckles, which was a mark of his descent from a reptilian deity.

In the mid fourteenth century, the Tainui and Te Arawa waka had an encounter near Rangitoto Island giving rise to the island's full name, Ngā Rangī-i-totongia-ā-Tama-te-kapua (the days of the bleeding of Tama te Kapua). Tama te Kapua was a captain of the Te Arawa waka and is said to have made advances on the wife of Hoturoa, the captain of the Tainui waka, resulting in a battle between the two crews. A further tapu was placed on the island in recognition of the battle.

Kahumatamomoe, son of Tama te Kapua, placed guardian lizards on Rangitoto Island and Motutapu. Te Mokonui o Kahu was the guardian lizard who resided at the Rangitoto Island foreshores near Orawaho.

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Ngāti Paoa has genealogical links to both the Tainui and Te Arawa migratory waka. Although Ngāti Paoa had pā and villages at nearby Waiheke Island, Motutapu and Motuihe Island / Te Motu-a-Ihenga from the eighteenth century onwards, Ngāti Paoa did not live on Rangitoto Island because of the island's spiritual and tapu nature, but was at one time associated with cultivations on the north-western side of the island.

#### **Takarunga / Mount Victoria**

Takarunga / Mount Victoria is one of several maunga (mountains) in Mahurangi that hold historical and cultural significance for Ngāti Paoa. The Tainui waka landed at Te Hau Kapua in the fourteenth century. Following Te Haupa's occupation of Mahurangi three centuries later, Ngāti Paoa villages were established north of the Waitemātā Harbour. Ngāti Paoa had numerous settlements at Takapuna, including Takarunga, and considered themselves the kaitiaki (guardians) of the place where their Tainui forebears had landed.

#### **Te Aroha maunga**

Te Aroha maunga (mountain) is an iconic landform within the boundary of Hauraki. Te Aroha in conjunction with Te Moengahau a Tama te kapua (Moehau) are traditionally referred to as the tauihu (prow) and tauraparapa (stern) of the waka ama (outrigger arm of the canoe) respectively. In addition, both maunga (mountains) geographically mark the extended boundaries of Te Tara o te Ika (the jagged barb of the great fish of Māui). The two analogies emphasise the cultural importance and historical connection of the two maunga to the iwi (people) of Hauraki.

Te Aroha maunga is of great significance to Ngāti Paoa. While the ancestor Kahumatamomoe is considered by Ngāti Paoa to have given the name to its peaks, we also recognise others, such as the ancestress Kahupeka and ancestor Rāhiri, as naming Te Aroha in recognition of their fondness and remembrance of family members left behind.

Te Aroha bears two separate peaks which are known as Te Aroha a Tai (the yearning of the sea) and Te Aroha a Uta (the yearning of the land).

The spiritual presence and cultural importance of Te Aroha is critical to the identity and essence of Hauraki iwi. Its imposing and majestic appearance made it favourable to the iwi patupaiarehe (supernatural people) as a place of residence, and it is revered as a sacred mountain by Ngāti Paoa.

Te Aroha was considered highly favourable to the ancient Māori. The lush forests and the proximity of rivers and the sea provided valuable resources such as food and natural resources for producing textiles. The mineral spring waters of the area also provided soothing comfort and physical rehabilitation for those who suffered from health ailments.

Ngāti Hura, a significant hapū (sub tribe) of Ngāti Paoa, lived at Te Aroha. The parameters of the block occupied by Ngāti Paoa were given as such. The eastern boundary commences at the junction of the eastern reaches of the Mangaiti Stream and the Waitawheta Stream. Turning southward and running upstream of the Waitawheta Stream toward its headwaters, the southern boundary extends from these headwaters and runs westward to Te Aroha a Uta, the highest summit peak of Te Aroha. The boundary continues from the summit descending toward Whakapihi and then to Te Korokoro a Hura, onward to Matauraura, the Waihou River, following the

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### 3: STATEMENTS OF ASSOCIATION

Mangawhenga Creek, before finally turning north toward the Mangaiti Stream and eastward to meet the Waitawheta Stream.

The mineral spring waters of Te Korokoro o Hura (the throat of Hura) specifically refer to the Ngāti Paoa ancestor, Hura. Ngāti Hura was prominent in Hauraki at Te Aroha and Waiau. Hura's descendants assumed the name of their ancestor, and although he himself was a descendant of Marutūāhu, Ngāti Hura readily identified themselves as a sub tribe of Ngāti Paoa.

Ngāti Paoa, as part of the confederation of Marutūāhu, has recognised interests in Te Aroha. Ngāti Paoa were awarded compensation when their interests in the Katikati Block, which included Te Aroha, were recognised by the Crown.

## 4 PROTOCOLS

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

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#### 4.1 Taonga Tūturu Protocol

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

<b>TAONGA TŪTURU PROTOCOL: A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI PAOA ON SPECIFIED ISSUES</b>
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#### 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between Ngāti Paoa and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “Minister”) would issue a protocol (the “Protocol”) setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2;
  - 1.1.2 Terms of issue – Part 3;
  - 1.1.3 Implementation and communication – Part 4;
  - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5;
  - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6;
  - 1.1.6 Effects on Ngāti Paoa interests in the Protocol Area – Part 7;
  - 1.1.7 Registration as a collector of Ngā Taonga Tūturu – Part 8;
  - 1.1.8 Board Appointments – Part 9;
  - 1.1.9 National Monuments, War Graves and Historical Graves – Part 10;
  - 1.1.10 History publications relating to Ngāti Paoa – Part 11;
  - 1.1.11 Cultural and/or Spiritual Practices and professional services – Part 12;
  - 1.1.12 Consultation – Part 13;
  - 1.1.13 Changes to legislation affecting this Protocol – Part 14; and
  - 1.1.14 Definitions – Part 15.
- 1.2 For the purposes of this Protocol the governance entity is the body representative of Ngāti Paoa who have an interest in the matters covered under this Protocol either through the status of Ngāti Paoa as tangata whenua within the Protocol Area or

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

owing to the particular associations and/or interests of Ngāti Paoa within the Protocol Area.

- 1.3 Nothing in this Protocol should be taken to suggest that Ngāti Paoa have or do not have any particular status (as tangata whenua or otherwise) in respect of the areas listed in clause 2.2 within the map north of the Whangaparaoa Peninsula.
- 1.4 Manatū Taonga also known as the Ministry for Culture and Heritage ("the Ministry") and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.5 The purpose of the Protected Objects Act 1975 (the "Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.6 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

## 2 PROTOCOL AREA

- 2.1 Subject to clause 2.2, this Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").
- 2.2 With respect to the areas within the map north of Whangaparaoa Peninsula this Protocol applies only to the following specific areas:
  - 2.2.1 Orewa;
  - 2.2.2 Puhoi;
  - 2.2.3 Tiritiri Matangi;
  - 2.2.4 Te Haupa;
  - 2.2.5 Motutohora;
  - 2.2.6 Kawau; and
  - 2.2.7 Mahurangi.<sup>1</sup>

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<sup>1</sup> The areas listed at 2.2 are non-specific and further discussion and work with Ngāti Manuhiri is needed to define the extent of such areas with more precision. The inclusion of Mahurangi remains subject to further discussion between Ngāti Manuhiri and Ngāti Paoa. Ngāti Paoa will notify the Ministry of any clarifications or updates required for the areas at 2.2.

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

#### 3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [ ] of the Ngāti Paoa Claims Settlement Act (the “Settlement Legislation”) that implements the Ngāti Paoa Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
- 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
  - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
  - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
  - 4.1.4 meeting with the governance entity to review the implementation of this Protocol if requested by either party;
  - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
  - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
  - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry’s website.

#### 5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

##### General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturū found within the Protocol Area or identified as being of Ngāti Paoa origin found anywhere else in New Zealand;

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Paoa origin found anywhere else in New Zealand;
- 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Paoa origin found anywhere else in New Zealand;
- 5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Paoa origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- 5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Paoa origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

#### **Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Paoa origin found elsewhere in New Zealand**

- 5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Paoa origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Paoa origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

#### **Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Paoa origin found elsewhere in New Zealand**

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Paoa origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu;
- 5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

#### Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Paoa origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Paoa origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

### 6 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
  - 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

### 7 EFFECTS ON NGĀTI PAOA INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Paoa interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Paoa interests in the Protocol Area.
- 7.3 Notwithstanding clause 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Paoa interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

#### 8 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

#### 9 BOARD APPOINTMENTS

- 9.1 The Chief Executive shall:
- 9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
  - 9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
  - 9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

#### 10 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Paoa interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.
- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

#### 11 HISTORY PUBLICATIONS

- 11.1 The Chief Executive shall:
- 11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Paoa; and
  - 11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Paoa:
    - (a) from an early stage;
    - (b) throughout the process of undertaking the work; and
    - (c) before making the final decision on the material of a publication.

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

11.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

#### 12 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

12.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Paoa within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in clause 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

#### 13 CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

#### 14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 14.1.1 notify the governance entity of the proposed policy development or any proposed legislative amendment upon which Māori generally will be consulted;
  - 14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and
  - 14.1.3 report back to the governance entity on the outcome of any such consultation.

#### 15 DEFINITIONS

- 15.1 In this Protocol:

**Chief Executive** means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive.

**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement.

**Expert Examiner** has the same meaning as in section 2 of the Act and means a body corporate or an association of persons.

**Found** has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings.

**governance entity** has the meaning given to it in the Deed of Settlement.

**Ngā Taonga Tūturu** has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu.

**Ngāti Paoa** has the meaning set out in clause [X] of the Deed of Settlement.

**Protocol** means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

**Taonga Tūturu** has the same meaning as in section 2 of the Act and means an object that —

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been, —
  - (i) manufactured or modified in New Zealand by Māori; or
  - (ii) brought into New Zealand by Māori; or
  - (iii) used by Māori; and
- (c) is more than 50 years old.

**ISSUED** on

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand  
by the Chief Executive of the  
Ministry for Culture and Heritage:

**WITNESS**

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Name:

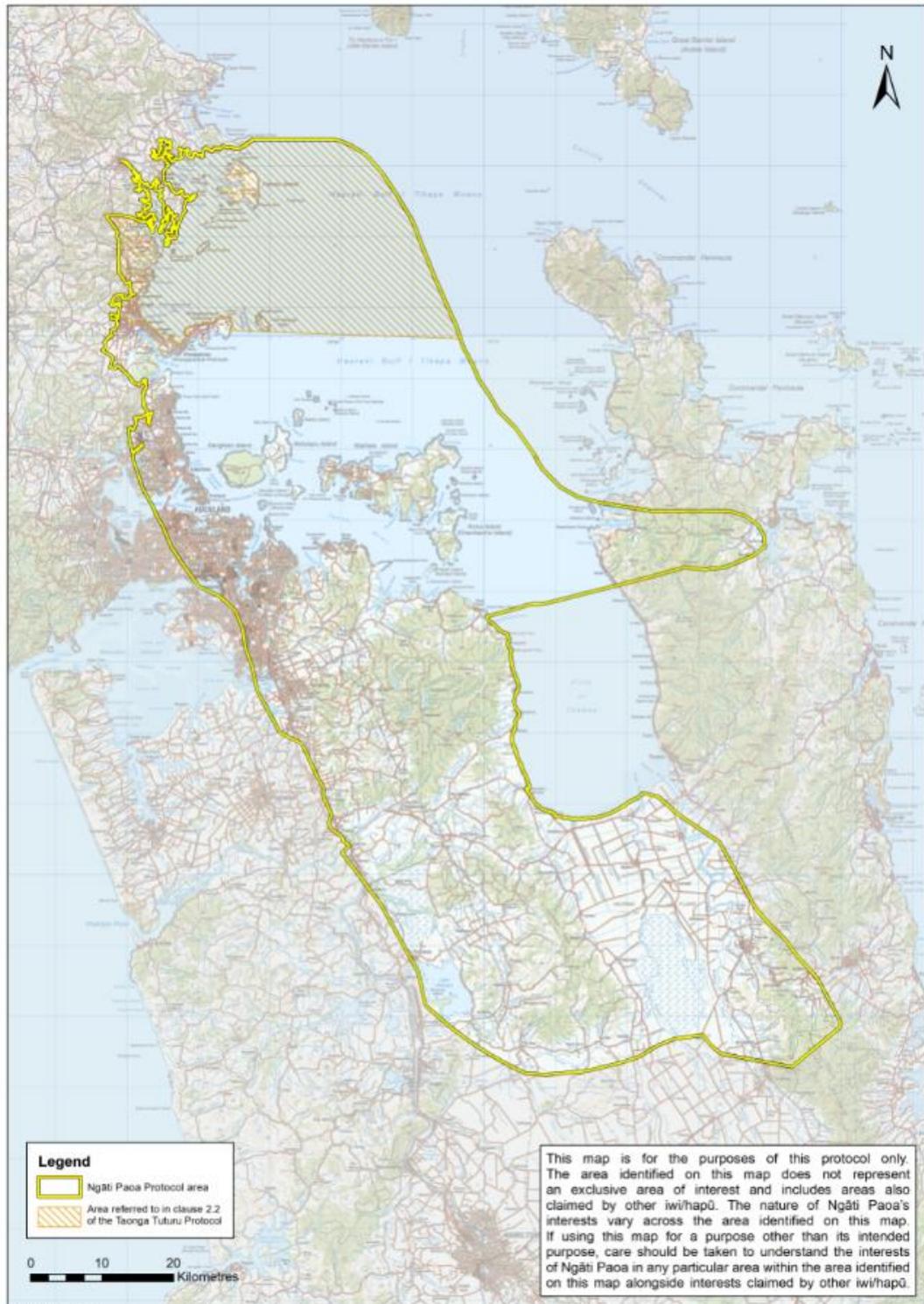
Occupation:

Address:

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4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

ATTACHMENT A: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



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### 4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

#### ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

#### 1 **Amendment and cancellation**

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 97(3)).

#### 2 **Limits**

2.1 This Protocol does not -

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including –

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (section 98(a)); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Paoa (section 98(b) and (c)); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to, taonga tūturu.

#### 3 **Breach**

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 99(3)).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.30).

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

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#### 4.2 Primary Industries Protocol

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**Ministry for Primary Industries**  
Manatū Ahu Matua



**THE PRIMARY INDUSTRIES PROTOCOL WITH  
Ngāti Paoa**

**Issued by**

**the Minister of Agriculture, Minister for Biosecurity,  
Minister of Fisheries, Minister for Food Safety and  
Minister of Forestry**

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

#### PART ONE - RELATIONSHIP

##### **PURPOSE**

1. The purpose of this Primary Industries Protocol (the “**Protocol**”) is to set out how Ngāti Paoa, the Minister of Agriculture, the Minister for Biosecurity, the Minister of Fisheries, the Minister for Food Safety and the Minister of Forestry (the “**Ministers**”) and the Director-General of the Ministry for Primary Industries (the “**Director-General**”) will establish and maintain a positive, co-operative and enduring relationship.

##### **CONTEXT**

2. The Protocol should be read in a manner that best furthers the purpose of the Ngāti Paoa Deed of Settlement (the “**Deed of Settlement**”).
3. The Protocol is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.

##### **PRINCIPLES UNDERLYING THE PROTOCOL**

4. The Ministry and Ngāti Paoa are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
5. The parties recognise that to successfully implement the Protocol, the parties will need to work in partnership and in the spirit of collaboration.
6. The parties also acknowledge the principles below and their importance to successfully achieve the purpose of the Protocol. These relationship principles provide that the Ministry and Ngāti Paoa will:
  - a. work in a spirit of co-operation;
  - b. ensure early engagement on issues of known mutual interest;
  - c. operate on a ‘no surprises’ approach;
  - d. acknowledge that the relationship is evolving, not prescribed;
  - e. respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - f. recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.
7. The Ministers and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāti Paoa and the Ministry. The Protocol sets out how the Ministers, Director-General and the Ministry

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.

8. The Ministry will have particular regard to the Statement of Pare Hauraki World View when exercising functions under the Fisheries Act 1996, the Forests Act 1949 and the Biosecurity Act 1993.
9. The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāti Paoa or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Ngāti Paoa.

### PART TWO - SCOPE AND INTERPRETATION

#### **SCOPE**

10. The Protocol applies to agriculture (agriculture includes animal welfare and horticulture), forestry, fisheries, biosecurity and food safety portfolios administered by the Ministry for Primary Industries (the “**Ministry**”).
11. The Protocol does not cover processes regarding the allocation of aquaculture space, or the Treaty settlement processes established for assets held by the Ministry’s Crown Forestry unit.
12. The Ministry is required to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
13. In addition to requirements of clause 8, the Statement of Pare Hauraki World View will be given particular regard through the programmes and processes set out in this protocol.
14. The Protocol applies to the area as noted and described in the attached map (Appendix A).

#### **DEFINITIONS AND INTERPRETATION**

15. In the Protocol:
  - a. “**Protocol**” means a statement in writing, issued by the Crown through the Ministers to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;
  - b. “**Protocol Area**” means the area identified in the map included in Attachment A of this Protocol together with adjacent waters. For the avoidance of doubt, with respect to the areas within the map north of Whangaparaoa Peninsula, this Protocol applies only to the following specific areas:
    - Orewa;
    - Puhoi;
    - Tiritiri Matangi;
    - Te Haupa;
    - Motutohora;
    - Kawau; and
    - Mahurangi.

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

Nothing in this Protocol should be taken to suggest that Ngāti Paoa have or do not have any particular status (as tangata whenua or otherwise) in respect of these listed areas.

- c. **“Crown”** means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by, the terms of the Deed to participate in any aspect of the redress under the Deed;
- d. **“Fisheries Legislation”** means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996;
- e. **“Governance Entity”** and the **“trustees”** means the body representative of Ngāti Paoa who have an interest in the matters covered under this Protocol either through the status of Ngāti Paoa as tangata whenua within the Protocol Area or owing to the particular associations and/or interests of Ngāti Paoa within the Protocol Area.
- f. **“iwi of Hauraki”** means the iwi referred to in clause [26] of this Protocol;
- g. **“Pare Hauraki Collective Redress Deed”** has the meaning given to it in the Deed of Settlement; and
- h. **“Parties”** means the trustees of the [name of the Post Settlement Governance Entity to be inserted], the Minister of Agriculture, the Minister for Biosecurity, the Minister of Fisheries, the Minister for Food Safety, the Minister of Forestry (acting on behalf of the Crown), and the Director-General of the Ministry for Primary Industries (acting on behalf of the Ministry for Primary Industries).

#### **TERMS OF ISSUE**

- 16. The Protocol is issued pursuant to section [ ] of the Ngāti Paoa Claims Settlement Act [ ] (the **“Settlement Legislation”**) and clause [ ] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

#### **PART THREE - FISHERIES**

- 17. The Minister of Fisheries and the Director-General of the Ministry have certain functions, powers and duties in terms of the Fisheries Legislation. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāti Paoa and the Ministry.
- 18. The Protocol sets out how the Minister of Fisheries, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- 19. The Protocol must be read subject to the summary of the terms of issue set out in Appendix B.

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

#### ***INPUT INTO AND PARTICIPATION INTO THE MINISTRY'S NATIONAL FISHERIES PLANS***

20. The Ministry's national fisheries plans will reflect the high level goals and outcomes for fisheries. The plans will guide annual identification of the measures (which may include catch limits, research, planning and compliance services) required to meet these goals and outcomes.
21. There are five National Fisheries Plans, which relate to:
  - a. inshore fisheries;
  - b. shellfish;
  - c. freshwater fisheries;
  - d. highly migratory fisheries; and
  - e. deepwater fisheries.
22. The National Fisheries Plans are implemented through an Annual Review Report and Annual Operational Plan.
23. The Annual Review Report presents information on:
  - a. the current status of fisheries relative to the performance measures recorded in the National Fisheries Plans; and
  - b. the extent of the delivery of previous and existing services and management actions.
24. The Annual Review Report is developed through engagement with tangata whenua about what future services are required to meet agreed objectives, address gaps in performance and meet tangata whenua interests, including research, compliance and special permits. The Ministry will engage with the parties to produce the Annual Review Report.
25. The Annual Operational Plan will record the future services agreed through the Annual Review Report process to be delivered to fisheries for the next financial year (1 July – 30 June). The demand for services is often greater than can be provided by the Ministry. The Ministry undertakes a prioritisation of proposed services to address competing interests.
26. The Ministry will provide for the input and participation of the twelve iwi of Hauraki– Ngāi Tai ki Tāmaki, Ngāti Hei, Hako, Ngāti Maru, Ngāti Porou ki Hauraki, Ngāti Pūkenga, Ngāti Tara Tokanui, Ngāti Rāhiri Tumutumu, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri - which includes Ngāti Paoa, into national fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and national fisheries planning.

#### ***IWI FORUM FISHERIES PLANS***

27. The twelve iwi of Hauraki collectively will have input into the relevant forum fisheries plan. The plan will incorporate:

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

- a. the objectives of the iwi of Hauraki for the management of their customary, commercial, recreational, and environmental interests;
  - b. views of the iwi of Hauraki on what constitutes the exercise of kaitiakitanga within the Protocol Area;
  - c. how the iwi of Hauraki will participate in fisheries planning and management; and
  - d. how the customary, commercial, and recreational fishing interests of forum members will be managed in an integrated way.
28. The iwi of Hauraki, which includes Ngāti Paoa, will have the opportunity to jointly develop an iwi fisheries plan that will inform the content of the relevant forum fisheries plan.
29. Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to forum plans interpretation of kaitiakitanga (see section 12(1)(b) of the Fisheries Act 1996).

#### **MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES**

30. The Ministry, with available resources, undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- a. discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and
  - b. making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

#### **RĀHUI**

31. The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Paoa and supports their rights to place traditional rāhui over their customary fisheries.
32. The Ministry and the Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Paoa over their customary fisheries, and also the reasons for the rāhui.
33. The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Paoa over their customary fisheries, in a manner consistent with the understandings outlined in clause 27 of this Protocol.
34. As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Paoa over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

#### ***PROVISION OF FISHERIES SERVICES AND RESEARCH***

35. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
36. Ngāti Paoa input and participation into Ministry fisheries services and research will occur through Ngāti Paoa input and participation into the Ministry's national fisheries plans.

### **PART FOUR – STRATEGIC PARTNERSHIPS**

#### ***INFORMATION SHARING AND COLLABORATION***

37. The Governance Entity and the Ministry will use reasonable endeavours to exchange and share relevant information of mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and the general law.
38. For the purpose of carrying out its function, the Governance Entity may make a reasonable request of the Ministry to:
  - a. provide information or advice to the Governance Entity requested by the Governance Entity, but only on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity; and/or
  - b. provide a Ministry representative to attend a meeting with the Governance Entity.
39. In respect of the above requests for information or advice:
  - a. where reasonably practicable, the Ministry will provide the information or advice; and
  - b. in deciding whether it is reasonably practicable to provide the information or advice, the Ministry will have regard to any relevant consideration, including:
    - i. whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
    - ii. whether making the information available would contravene the provisions of an enactment; and
    - iii. the time and cost involved in researching, collating and providing the information or advice; and
    - iv. whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
40. In respect of requests for the Ministry to attend a meeting with the Governance Entity:
  - a. only where reasonably practicable, the Ministry will comply with the request;
  - b. the Ministry will determine the appropriate representative to attend any meeting; and
  - c. in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

- i. the number and frequency of such requests the management agency has received from the Governance Entity;
- ii. the time and place of the meeting and the adequacy of notice given; and
- iii. the time and cost involved in complying with the request.

#### ***JOINT WORK PROGRAMMES***

41. If agreed to by both parties, the Ministry and the Governance Entity, will work together to develop and implement joint work programmes on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity.
42. The work programme/s must be beneficial to both parties, must align with the parties objectives and priorities relating to the primary sector, and be based on agreed-to terms of delivery.

#### ***PROVISION OF SERVICE AND RESEARCH RELATING TO AGRICULTURE, FORESTRY, FOOD SAFETY AND BIOSECURITY***

43. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
44. Where the Ministry undertakes or contracts for services or research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or biosecurity, and where the Ministry considers it to have a direct impact on the Protocol area, the Ministry will:
  - a. notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
  - b. where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
  - c. advise the Governance Entity of the provider it has chosen;
  - d. require any research provider to engage with the Governance Entity; and
  - e. provide the Governance Entity with the results of that research, as appropriate.

#### ***CONSULTATION***

45. Where the Ministry is required to consult in relation to the Protocol, the principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
  - a. ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
  - b. providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

## DOCUMENTS

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### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

- c. ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
- d. ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation; and
- e. where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

### PART FIVE – IMPLEMENTATION

#### ***MAINTAINING THE RELATIONSHIP***

- 46. Each party will identify a senior representative to oversee the implementation of the Protocol. The senior representatives will be the key point of contact for any matters relating to the Protocol and will be responsible for ensuring the outcomes and deliverables of the Protocol are monitored and achieved.
- 47. Where elements of the Protocol may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outcomes of the Protocol.
- 48. Representatives of the parties will meet as required, and as agreed to by both parties.

#### ***ESCALATION OF MATTERS***

- 49. If one party considers that there has been a breach of the Protocol then that party may give notice to the other that they are in dispute.
- 50. As soon as possible, upon receipt of the notice referred to in clause 46, the Ministry and the Governance Entity representative(s) will meet to work in good faith to resolve the issue.
- 51. If the dispute has not been resolved within 45 working days despite the process outlined in clauses 47 and 48 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

#### ***REVIEW AND AMENDMENT***

- 52. The parties agree that this Protocol is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.
- 53. The parties may only vary this or terminate this Protocol by agreement in writing.

DOCUMENTS

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4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

**ISSUED** on

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Agriculture

**WITNESS**

---

Name:

Occupation:

Address:

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Biosecurity

**WITNESS**

---

Name:

Occupation:

Address:

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Fisheries

**WITNESS**

---

Name:

Occupation:

Address:

DOCUMENTS

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4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

**SIGNED** for and on behalf of  
**THE SOVEREIGN** in right of New Zealand  
by the Minister for Food Safety

**WITNESS**

---

Name:

Occupation:

Address:

**SIGNED** for and on behalf of  
**THE SOVEREIGN** in right of New Zealand  
by the Minister of Forestry

**WITNESS**

---

Name:

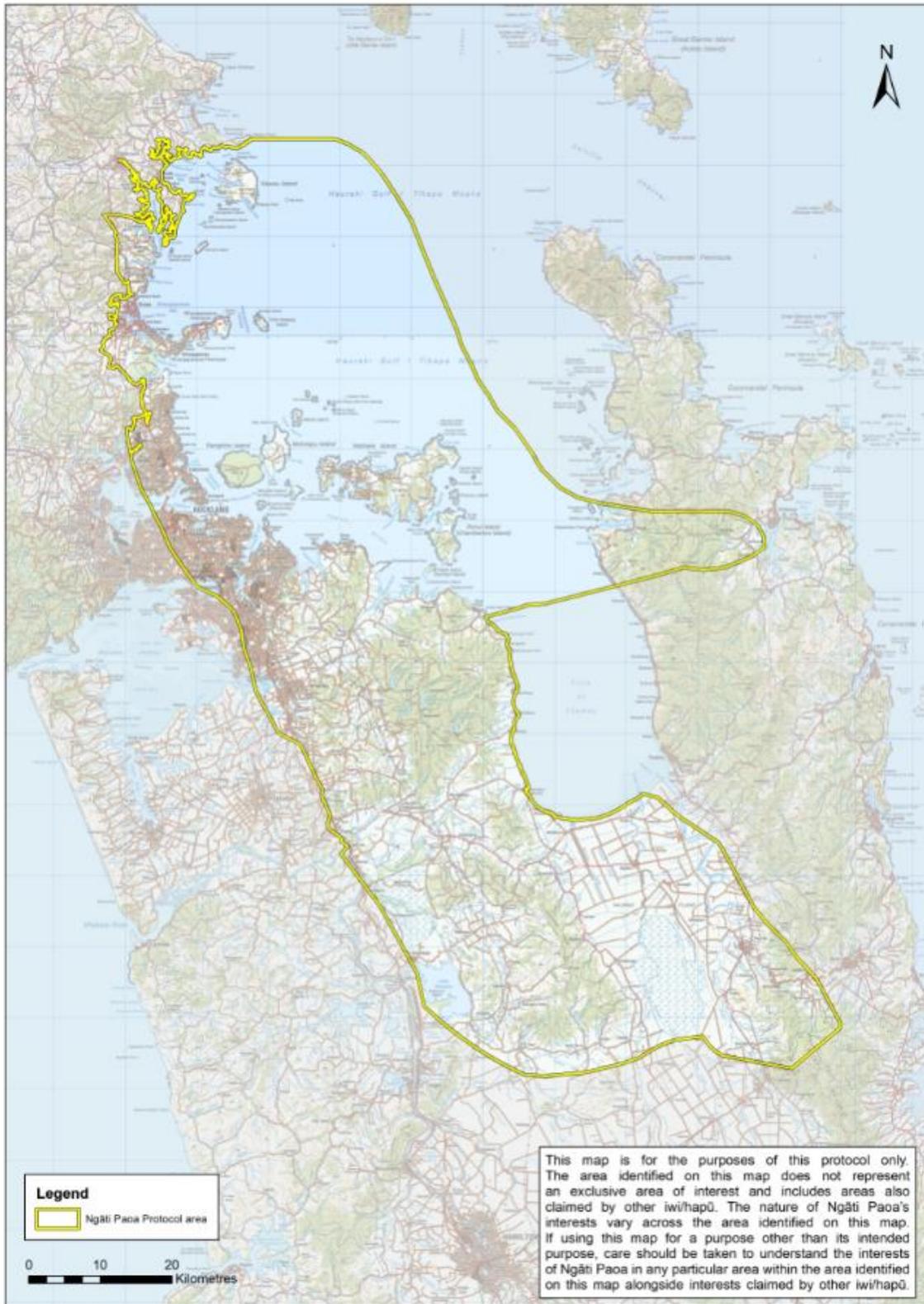
Occupation:

Address:

DOCUMENTS

4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT A: PROTOCOL AREA



HEM4482.11 2042/2021

## DOCUMENTS

### 4: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

#### ATTACHMENT B: SUMMARY OF TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

#### 1. Amendment and cancellation

1.1 The Ministers may amend or cancel this Protocol, but only after consulting with the Governance Entity and having particular regard to its views (*section [ ]*).

#### 2. Noting

2.1 A summary of the terms of this Protocol must be noted in the fisheries plans affecting the Protocol Area, but the noting –

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (*section [ ]*).

#### 3. Limits

3.1 This Protocol does not –

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including -

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (*section [ ]*); or

3.1.2 restrict the responsibilities of the Ministers or the Ministry or the legal rights of Ngāti Paoa (*section [ ]*); or

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under -

(a) the Fisheries Act 1996; or

(b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) the Maori Fisheries Act 2004 (*section [ ]*).

#### 4. Breach

4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [ ]*).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (*clause [ ]*).

**5 LEASES AND EASEMENTS FOR CULTURAL REDRESS  
PROPERTIES**

**DOCUMENTS**

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**5.1: LEASE FOR KAIUA SCHOOL PROPERTY**

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**5.1 LEASE FOR KAIUA SCHOOL PROPERTY**

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DOCUMENTS

5.1: LEASE FOR KAIUA SCHOOL PROPERTY

MINISTRY OF EDUCATION  
NGATI PAOA TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)



Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]	[ ]	[ ]
-----	-----	-----

Lessor

[The Trustees of the Ngāti Paoa Iwi Trust] [*Names to be inserted*]

Lessee

**HER MAJESTY THE QUEEN** for education purposes

Estate or Interest

*Insert "fee simple"; "leasehold in lease number " etc.*

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

**DOCUMENTS**

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**5.1: LEASE FOR KAIAUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

Page [ ] of [ ] Pages

*Insert instrument type*

Lease Instrument
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**Attestation**

<b>Signature of the Lessor</b>	<b>Signed in my presence by the Lessor</b>
<hr/> <p>[       ]</p>          <hr/> <p>[       ]</p>          <hr/> <p>[       ]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

DOCUMENTS

5.1: LEASE FOR KAIAUA SCHOOL PROPERTY

Form F *continued*

Annexure Schedule

Page [ ] of [ ] Pages

Insert instrument type

Lease Instrument

<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

DOCUMENTS

5.1: LEASE FOR KAIAUA SCHOOL PROPERTY

Form F *continued*

Annexure Schedule

Page [ ] of [ ] Pages

Insert instrument type

Lease Instrument

<p>[ ]</p>	<p>_____  <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p><b>Signature of the Lessee</b></p> <p>_____  Signed for and on behalf of  <b>HER MAJESTY THE QUEEN</b> as Lessee  by  [ ]  (acting pursuant to a written delegation  given to him/her by the Secretary for  Education) in the presence of:</p>	<p><b>Signed in my presence by the Lessee</b></p> <p>_____  <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 2017

\_\_\_\_\_

Solicitor for the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

## DOCUMENTS

### 5.1: LEASE FOR KAIAUA SCHOOL PROPERTY

Form F *continued*

Annexure Schedule

Page [ ] of [ ] Pages

*Insert instrument type*

Lease Instrument

#### BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Ngāti Paoa and the Crown, under which the parties agreed to transfer the Land to the trustees of the Ngāti Paoa Iwi Trust and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

#### SCHEDULE A

##### ITEM 1 THE LAND

*[insert full legal description - note that improvements are excluded].*

##### ITEM 2 START DATE

*[insert start date].*

##### ITEM 3 ANNUAL RENT

\$(*insert agreed rent*) plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

##### ITEM 4 TERM OF LEASE

21 Years.

##### ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

DOCUMENTS

5.1: LEASE FOR KAIAUA SCHOOL PROPERTY

Form F *continued*

Annexure Schedule

Page [ ] of [ ] Pages

*Insert instrument type*

Lease Instrument

- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

[ ]

The above information is taken from the Lessee's records as at [ ] . A site inspection was not undertaken to compile this information.





**DOCUMENTS**

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**5.1: LEASE FOR KAIAUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

Page [ ] of [ ] Pages

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Lease Instrument
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**SCHEDULE B**

**1 Definitions**

1.1 The term “Lessor” includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term “Lessee” includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 “Business Day” means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 “Crown Body” means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and

## DOCUMENTS

### 5.1: LEASE FOR KAIAUA SCHOOL PROPERTY

**Form F** *continued*

**Annexure Schedule**

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Lease Instrument

- (c) the New Zealand Railways Corporation; and
  - (d) a company or body that is wholly owned or controlled by one or more of the following:
    - (i) the Crown;
    - (ii) a Crown entity;
    - (iii) a State enterprise; and
  - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.2 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.3 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.4 “Legislation” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.5 “Lessee’s Improvements” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.6 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.7 “Maintenance” includes repair.
- 1.8 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.
- 1.9 “Sublet” and “Sublease” include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

**DOCUMENTS**

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**5.1: LEASE FOR KAIUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.25% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

## DOCUMENTS

### 5.1: LEASE FOR KAIKIAUA SCHOOL PROPERTY

**Form F** *continued*

**Annexure Schedule**

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Lease Instrument

- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.

## DOCUMENTS

### 5.1: LEASE FOR KAIKIAUA SCHOOL PROPERTY

**Form F** *continued*

**Annexure Schedule**

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Lease Instrument

- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

#### 4 **Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

#### 5 **Valuation Roll**

Where this Lease is registered under Section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

#### 6 **Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

#### 7 **Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

**DOCUMENTS**

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**5.1: LEASE FOR KAIUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**9 Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**11 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

**12 Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

## DOCUMENTS

### 5.1: LEASE FOR KAIAUA SCHOOL PROPERTY

**Form F** *continued*

**Annexure Schedule**

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Lease Instrument

#### 13.2 Partial Destruction

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
  - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,
- then the term will terminate with effect from the date that either such fact is established.

#### 13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.

**DOCUMENTS**

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**5.1: LEASE FOR KAIUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
  - (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

**14 Contamination**

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

**DOCUMENTS**

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**5.1: LEASE FOR KAIAUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**16 Lessee's Improvements**

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

**DOCUMENTS**

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**5.1: LEASE FOR KAIUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

**17 Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

**18 Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

**19 Insurance**

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

**20 Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

**21 Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

## DOCUMENTS

### 5.1: LEASE FOR KAIAUA SCHOOL PROPERTY

**Form F** *continued*

**Annexure Schedule**

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Lease Instrument

#### 22 **Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the assignment complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

#### 23 **Subletting**

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

#### 24 **Occupancy by School Board of Trustees**

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.

24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**DOCUMENTS**

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**5.1: LEASE FOR KAIAUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

**DOCUMENTS**

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**5.1: LEASE FOR KAIUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**[29A Single point of contact**

29A.1 If the Land is held by two or more separate entities as tenants-in-common, those entities must nominate:

- (a) one bank account for payment of rent under this Lease (and provide details of that bank account to the Lessee); and
- (b) one representative (*Lessor's Nominee*) that the Lessee can deal with in relation to any matter arising under this Lease.]

**DOCUMENTS**

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**5.1: LEASE FOR KAIAUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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**30 Exclusion of Implied Provisions**

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

**31 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**32 Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

**33 Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

*[insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

**34 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**DOCUMENTS**

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**5.1: LEASE FOR KAIUA SCHOOL PROPERTY**

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**Form F** *continued*

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**Annexure Schedule**

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Lease Instrument
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**35 Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

**DOCUMENTS**

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**5.2: LEASE FOR TE WAERO AWE HOUKURA**

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**5.2 LEASE FOR TE WAERO AWE HOUKURA**

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DOCUMENTS

5.2: LEASE FOR TE WAERO AWE HOUKURA

**LEASE**  
**Te Waero Awe Houkura (Blackpool Park),**  
**Waiheke Island**



**DATED:**

Trustees of the Ngāti Paoa Iwi Trust ( <b>Landlord</b> )	
<b>Street address</b>	Level 1, Northern Steamship Generator, 122 Quay Street, Auckland 1010
<b>Postal address</b>	PO Box 106-153, Auckland 1143

Auckland Council ( <b>Tenant</b> )	
<b>Street address</b>	24 Wellesley Street West, Auckland CBD
<b>Postal address</b>	Private Bag 92300, Wellesley Street, Auckland 1142

**UNDERLYING LAND OWNERSHIP:**

The underlying fee simple estate in the Land is held by the trustees of the Ngāti Paoa Iwi Trust, as Recreation Reserve subject to the Reserves Act 1977.

**GRANT:**

The Landlord leases to the Tenant and the Tenant takes on lease the Premises together with the non-exclusive right to use the Common Area (if any) for the Term, at the Rent and subject to the covenants, conditions, agreements and restrictions in this Lease.

**IMPORTANT: By signing this Lease, the Tenant acknowledges that:**

- it has read and understood the terms of this Lease; and
- it has had the opportunity to seek advice about this Lease before signing it.

Signed for and behalf of the trustees of the Ngāti Paoa Iwi Trust by:	
<p>_____</p> <p><i>Authorised signatory</i></p> <p><b>Name:</b> [                      ]</p> <p><b>Position:</b> [                      ]</p> <p>In the presence of:</p> <p>_____</p> <p>Witness signature</p> <p>_____</p> <p>Full Name</p> <p>_____</p> <p>Occupation</p> <p>_____</p> <p>Address</p>	

Signed under delegated authority for and on behalf of Auckland Council by:	
<p>_____</p> <p><i>Authorised signatory</i></p> <p><b>Name:</b> [                      ]</p> <p><b>Position:</b> [                      ]</p> <p>In the presence of:</p> <p>_____</p> <p>Witness signature</p> <p>_____</p> <p>Full Name</p> <p>_____</p> <p>Occupation</p> <p>_____</p> <p>Address</p>	

**DOCUMENTS**

**5.2: LEASE FOR TE WAERO AWE HOUKURA**

**FIRST SCHEDULE**

<b>PREMISES:</b>	All of the Landlord's buildings and surrounding Land, being 580m <sup>2</sup> , as indicatively shown on the plan, outlined white, attached to this Lease as the Third Schedule.	
<b>LAND:</b>	Part of Te Waero Awe Houkura at 23-35 Nikau Road, Blackpool, Waiheke, being part of the land described as Lot 436, Deposited Plan 33180, Lots 216, 372, 438, 439, 440, 441, 445, 446, and 447, Deposited Plan 25861 and Lot 443, Deposited Plan 22849.	
<b>BUILDING:</b>	The buildings at the Premises together with any extension or alterations made to the same, being owned by the Landlord.	
<b>TERM:</b>	<b>Initial Term:</b>	Five (5) years
	<b>Commencement Date:</b>	[INSERT: <i>date</i> ].
	<b>Expiry Date:</b>	[INSERT: <i>date</i> ].
<b>RENEWALS:</b>	<b>Renewal(s):</b> (number)	Two (2) renewals
	<b>Renewal Term(s):</b> (length)	Five (5) years each
	<b>Renewal Date(s):</b>	[INSERT: <i>date</i> ].
	<b>Final Expiry Date:</b>	[INSERT: <i>date</i> or "Not applicable" ].
<b>RENT:</b>	<b>Rent:</b>	One Dollar (\$1.00) plus GST per annum if demanded.
	<b>Rent Review Date(s):</b>	Nil
	<b>Maintenance Fee:</b>	Not Applicable
<b>PERMITTED USE:</b>	For Community purposes including use and hire by third parties	
<b>INSURANCE:</b>	<b>Public Liability Amount:</b>	Two million dollars (\$2,000,000.00)
	<b>Insurable Events:</b>	Fire, flood, explosion, lightning, storm, earthquake or volcanic activity.
<b>DEFAULT INTEREST RATE:</b>	Ten percent (10%).	

## DOCUMENTS

### 5.2: LEASE FOR TE WAERO AWE HOUKURA

## SECOND SCHEDULE

### 1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** Unless the context otherwise requires, capitalised words have the meanings given to them in the Specific Terms and as follows:

**APRA** means the Australasian Performing Rights Association who, with PPNZ, is the statutory body empowered to administer the Copyright Act 1994;

**Authority** means any authority having jurisdiction over the Land and/or Building and includes, where appropriate, any utility supplier;

**Building Act** means the Building Act 2004;

**Building Work** means work for or in connection with the construction, alteration, demolition or removal of the Building or any fixtures and includes earthworks preparatory to or associated with that construction, alteration, demolition or removal and any work of a structural or retaining nature, and services associated with that work;

**Common Area(s)** means, when the Landlord is also the Landlord, all those parts of the Building and/or the Land, not being part of the Premises, designated by the Landlord for common use and enjoyment;

**Contaminant** has the same meaning as within the Resource Management Act 1991;

**Council** refers to Auckland Council acting in its regulatory capacity not as Tenant;

**GST** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

**Landlord** includes its successors and assigns and, where the circumstances permit, the Landlord's employees and agents and any person for whose acts or omissions the Landlord is responsible;

**Landlord's Fixtures and Fittings** means any fixtures or fittings owned or supplied by the Landlord in the Building (if any) including those described in the Fourth Schedule;

**Lease** means this document and includes its schedules, annexures and attachments;

**Management Plan** means the management plan prepared by Landlord from time to time and provided to the Tenant for the easier and safer management of the Land (if any);

**Otherworld Lease** means the deed of lease entered into between Otherworld Productions Incorporated (as lessee) and the Tenant (as lessor) in respect of the Land dated 9 July 2008 [a copy of which is attached in the Fifth Schedule] and includes all variations thereto;

**Outgoing** means those costs, expenses and charges specified at clause 7 payable by the Tenant;

**PPNZ** means the Phonographic Performances New Zealand who, with APRA, is the statutory bodies empowered to administer the Copyright Act 1994;

**Sign** means signs, notices, name plates or other advertising devices;

**Tenant** includes its successors and permitted assigns and, where the circumstances permit, the Tenant's employees and agents and any person for whose acts or omissions the Tenant is responsible;

**Term** means the Initial Term together with any Renewal Term(s) (where exercised by the Tenant in accordance with this Lease); and

**Working Day** shall have the same meaning ascribed to it as defined within s4 of the Property Law Act 2007.

## DOCUMENTS

### 5.2: LEASE FOR TE WAERO AWE HOUKURA

1.2 **References and interpretation:** Except where the context otherwise requires, this Lease shall, be interpreted and applied in accordance with the following principles:

**Defined Expressions:** Expressions defined in the Specific Terms and the General Terms of this Lease have the defined meaning in the whole of this Lease;

**Gender:** words importing one gender will include the other genders;

**Joint and Several:** any provision of this Lease to be performed by two or more persons shall bind those persons jointly and severally;

**Headings:** section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;

**Negative Obligations:** any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;

**Parties:** references to parties are references to the parties to this Lease;

**Persons:** references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

**Plural and Singular:** words importing the singular number will include the plural and vice versa;

**Schedules:** the schedules to this Lease and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this Lease;

**Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this Lease's sections, clauses and schedules; and

**Statutes and Regulations:** references to any statutory provision will include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

1.3 **Terms:** The Specific Terms (including the Specific Amendments) prevail over these General Terms to the extent of any inconsistency. The General Terms do not limit additional rights or obligations in the Specific Terms or in any schedules.

1.4 **Property Law Act 2007:** The covenants, conditions and powers contained in the Property Law Act 2007 and the Land Transfer Act 1952 shall be implied in this Lease except to the extent they are inconsistent with the terms of this Lease.

1.5 **Implied terms:** Except as may be provided in a written agreement to Lease, this Lease comprises the entire agreement between the parties and any previous representations, warranties, arrangements and statements whether expressed or implied are excluded from this Lease and do not form part of the agreement between the parties.

1.6 **Unenforceable:** If any provision of this Lease shall be held to be illegal, invalid or unenforceable this shall not affect the other provisions in this Lease, which shall remain of full force and effect.

## 2 TERM

2.1 **Initial Term:** The Term commences on the Commencement Date and ends on the Expiry Date.

2.2 **Holding Over:** If, other than under a renewal of this Lease or the grant of a further Lease, the Landlord permits the Tenant to remain in occupation of the Premises after the expiry or earlier termination of the Term,

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

such occupation will be a periodic tenancy only, determinable by twenty (20) Working Days' notice by either the Landlord or the Tenant to the other, at the Rent then payable and otherwise on the same terms and conditions (as far as applicable to a periodic tenancy) as are contained in this Lease.

### 3 RIGHT OF RENEWAL

#### 3.1 Preconditions: If:

- (a) **Written Notice:** not less than three (3) months before the next Renewal Date the Tenant gives the Landlord written notice of the Tenant's wish to renew this Lease; and
- (b) **Compliance by Tenant:** the Tenant is not, at the date of giving such notice, in breach of the Tenant's obligations under this Lease;

then the Landlord will grant a new lease for the Renewal Term beginning on the Renewal Date.

#### 3.2 Terms of Renewal Lease: The renewal lease will be on the same terms as this Lease but will exclude this present term for renewal provided that the Term must never expire later than the Final Expiry Date.

#### 3.3 Deed of Renewal: The parties will enter into a document recording the terms of the renewed lease as soon as reasonably possible. The Landlord's solicitor(s) will prepare the document.

### 4 ANNUAL RENT

#### 4.1 Annual Rent: The Tenant must pay the Rent to the Landlord, if demanded, in one annual payment in advance. The first of these instalments is due on the Commencement Date and then on each anniversary of that date.

#### 4.2 No Deduction or Set-Off: The Tenant will pay the Rent and other money payable under this Lease to the Landlord without any deduction or set-off.

### 5 TERMINATION OF LEASE BY TENANT

#### 5.1 Right of termination: the Tenant may at any time during the term or any renewal term of this Lease by giving six (6) months' notice in writing to the Landlord terminate this Lease, but this will not release the Tenant from any outstanding obligations under this Lease up to the time of the termination. Upon the expiry of such notice or earlier by agreement, this Lease will immediately terminate in respect of the part or whole to which the notice relates, and the Tenant must yield up vacant possession of that part or whole of the Premises to the Landlord.

### 6 RENT REVIEW

#### 6.1 The Rent shall not be reviewed during the term and any renewal terms of this lease.

### 7 OUTGOINGS

#### 7.1 Outgoings: The Tenant will pay all:

- (a) **Rates:** rates, charges, assessments, duties, impositions and fees of any Authority and general and water rates; and
- (b) **Services:** charges for electricity, gas, water and any other service or utility supplied to the Premises.

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

- 7.2 **Fair and Reasonable Proportion:** Where any of the outgoings in clause 7.1 are not levied wholly in respect of the Premises or the Term then the Tenant is only obliged to pay a fair and reasonable proportion of such outgoing depending on the period during which and the area over which such outgoing has been charged.
- 7.3 **Rating Roll:** If the Tenant can be entered onto the rating roll and the Premises separately rated, the Tenant shall be so entered and shall pay directly all rates (including any water or wastewater rates or charge) assessed on the Premises.

## 8 GST

- 8.1 **Payment:** The Tenant must pay to the Landlord all GST payable on the Rent and other money payable by the Tenant under this Lease. The Tenant must pay GST:
- (a) **Annual Rent:** on the Rent on each occasion when any rent falls due for payment; and
  - (b) **Other Money:** on any other money payable by the Tenant on demand.
- 8.2 **Default:** If:
- (a) **Tenant Fails to Pay:** the Tenant fails to pay the Rent or other money payable under this Lease (including GST); and
  - (b) **Landlord Liable to Penalty:** the Landlord becomes liable to pay additional GST or penalty tax, then the Tenant must pay the additional tax or penalty tax on demand.

## 9 DEFAULT INTEREST

**Default Interest:** If the Tenant fails to pay any instalment of the Rent or any other money payable under this Lease for ten (10) Working Days after:

- (a) **Due Date:** the due date for payment; or
- (b) **Demand:** the date of the Landlord's demand, if there is no due date,

then the Tenant must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of the Landlord's demand (as the case may be) until the date of payment.

## 10 USE OF PREMISES

- 10.1 **Permitted Uses:** The Tenant may only use or permit the Premises to be used:
- (a) **Permitted Use:** for the Permitted Use; and
  - (b) **Classification:** in a manner consistent with the Classification of the Land;
- 10.2 **Not Permitted Uses:** The Tenant must not use or permit the Premises to be used for any activity which is or may become:
- (a) **Illegal or Immoral:** dangerous, offensive, noxious, noisy, illegal or immoral;
  - (b) **Nuisance or Annoyance:** a nuisance or annoyance to the Landlord or to the owners or occupiers of neighbouring properties (including limiting noise levels to a moderate level within the requirements of the District Plan); or
  - (c) **Behaviour:** disorderly behaviour.

## DOCUMENTS

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

10.3 **Signs:** The Tenant may without Landlord consent erect, paint, display or allow on the Building any Signs.

#### 11 ASSIGNMENT AND SUBLEASING

11.1 **Prohibition:** The Tenant must not assign the Premises or any part of the Premises or its interest in this Lease.

11.2 **Subleasing and Temporary Hiring:** The Tenant may sublease or hire out the Premises or otherwise part with possession of the Premises on terms to be determined by the Tenant. The Landlord's consent is not required to any subleasing or hiring under this clause.

11.3 **Concurrent Lease:** This Lease is a concurrent lease and has been granted by the Landlord to the Tenant subject to the Otherworld Lease.

#### 12 LIQUOR LICENCES

12.1 **Tenant may hold a liquor licence for the Premises:**

(a) **Club Licence:** the Tenant may hold, renew or vary a "club licence" in respect of the Premises; and

(b) **Special Licence:** in the event the Tenant is hiring out the Premises, the Tenant or its hirer, may apply for an on-site "special licence" in respect of the Premises,

under the Sale and Supply of Alcohol Act 2012.

12.2 **Responsible Consumption:** If the Tenant or its hirer obtains a liquor licence, it is the Tenant's obligation to ensure a safe and responsible approach to the consumption of liquor and the use of the Premises for that purpose.

#### 13 INSURANCE

13.1 **Insure Building:** The Tenant will insure the Building for full replacement and reinstatement against damage or loss caused by the Insurable Events, on terms satisfactory to the Tenant in its sole discretion.

13.2 **Tenant Insurance:** The Tenant will maintain:

(a) **Public Liability:** public liability insurance (including tenant's liability) for at least the Public Liability Amount; and

(b) **Contents:** contents insurance in respect of its own property;

in each case noting the Landlord's interest.

13.3 **Proof of Insurance:** The Tenant will provide the Landlord with reasonable proof of the insurances and the terms of such cover:

(a) **Commencement Date:** on the Commencement Date; and

(b) **Written Request:** on written request by the Landlord.

13.4 **Landlord to Insure:** Notwithstanding the obligation at clause 13.1, the Tenant may request in writing for the Landlord to insure the Building under the Landlord's policy.

## DOCUMENTS

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

13.5 **Landlord Consents to Insure:** If the Landlord consents to insuring the Building pursuant to clause 13.4 then:

- (a) **Confirm Consent:** the Landlord will confirm this consent in writing to the Tenant with reasonable evidence of the coverage;
- (b) **Cease Tenant Insurance:** from the date the Tenant receives the confirmation from the Landlord, the Tenant may cease its insurance under clause 13.1;
- (c) **Tenant Pays Cost:** the Tenant will pay the Landlord on demand the cost of the Landlord effecting and maintaining such insurance; and
- (d) **Landlord Released:** if at any time the Landlord no longer wishes to maintain the insurance under clause 13.1, the Landlord will give the Tenant twenty (20) Working Days' notice in writing and following the expiry of such notice the Tenant will again bear this liability and the Landlord will be released from the same.

## 14 MAINTENANCE

14.1 **Tenant to Maintain:** The Tenant must at its own cost at all times clean, maintain, repair, redecorate, replace, renew and keep the Premises (including, when leasing all of the Building, its exterior, structure and roof) in the same order, repair and condition as at the initial Commencement Date (or in respect of Building Work carried out after the initial Commencement Date at the date that the Building Work was completed).

14.2 **Limit on Maintenance:** The Tenant's obligations in clause 14.1 do not extend to:

- (a) **Fair Wear and Tear:** deterioration arising from fair wear and tear; or
- (b) **Damage Caused by Fire etc:** situations where the Building is damaged by an Insurable Events or to any risk against which the Landlord is (or has covenanted with the Tenant to be) insured, unless:
  - (i) the damage was intentionally caused by the Tenant;
  - (ii) the damage was the result of an act or omission by the Tenant and that act or omission:
    - (1) occurred on or about the Land; and
    - (2) constitutes an indictable offence within the meaning of the Summary Offences Proceedings Act 1957,then the Tenant is liable for the cost of making good that damage; or
  - (iii) any insurance moneys otherwise payable are rendered irrecoverable because of an act or omission of the Tenant.

## 15 INSPECTIONS AND COMMON AREA

15.1 **Inspections:** The Landlord may at all reasonable times enter and remain at the Premises for any purpose including undertaking any works, repairs, inspection, investigation, testing deemed necessary by the Landlord.

15.2 **Common Area:** The Landlord will at all times keep and maintain the Common Area(s) in a good and substantial state of repair and will use its reasonable endeavours to maintain lighting and other common facilities and services within the Common Area(s). The Landlord will allow the Tenant to use the Common Area(s) at specified times in common with the Landlord and all other persons authorised by the Landlord but only for uses associated with the Permitted Use.

## DOCUMENTS

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

15.3 **Tenant's obligations:** The Tenant:

- (a) **Cleaning:** will clean and leave the Common Area(s) in a tidy condition following every use by the Tenant; and
- (b) **No access:** acknowledges that the Landlord is not obliged to allow the Tenant access at all times to the Common Area(s).

### 16 DAMAGE OR DESTRUCTION

16.1 **Destroyed:** If the Building is destroyed or so damaged so as to render the Building untenable, the Landlord will advise the other party within three (3) months of the date of the destruction or damage whether the Landlord wishes to restore its Building.

16.2 **Not Restored:** If the Landlord does not confirm it wishes to restore its Building within the three (3) month period at clause 16.1 then this Lease shall terminate on the expiry of that period.

16.3 **Damaged:** If, the Building is damaged but not so as to render the Building untenable, or, pursuant to clause 16.1, the Landlord wishes to restore its Building and:

- (a) **Valid Insurance:** where the Landlord has effected the insurance policy required to be effected pursuant to clause 13.1, such policy not been invalidated or payment refused due to any act or default of the Tenant; and
- (b) **Obtain Consents:** the Landlord is able to obtain all the necessary permits and consents to carry out the work,

the Landlord will with all reasonable speed repair the damage or restore the Building (as the case may be) to a standard and plan and using materials reasonably similar to that prior to the relevant event.

16.4 **Rent Abatement:** Until the damage is repaired or the Building restored (as the case may be) a fair and reasonable proportion of the Rent and Outgoings shall abate.

16.5 **Lease Termination:** This Lease will terminate if:

- (a) **Invalidated Insurance:** the insurance policy required to be effected pursuant to clause 13.1 has been invalidated or payment refused due to any act or default of the Tenant; or
- (b) **Necessary Consents:** the Landlord is unable to obtain all the necessary permits and consents to repair the damage or restore the Building (as the case may be).

16.6 **Without Prejudice:** Any termination under this clause 16 will be without prejudice to the rights of either party against the other.

### 17 ACTS, REGULATIONS AND MANAGEMENT PLAN

17.1 **Acts, Regulations, Bylaws:** The Tenant must comply with all Acts, Regulations, Bylaws, District and Unitary Plans, Rules and the Management Plan as they affect the Premises.

17.2 **Compliance Schedule:** If the Building requires a compliance schedule under the Building Act the Landlord shall at its own cost fully comply with all obligations imposed under the Building Act including but not limited to:

- (a) **Complying:** complying with any requirements specified in any compliance schedule;

## DOCUMENTS

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

- (b) **Building WOF:** ensuring the Building has at all times a current building warrant of fitness and obtaining any written reports relating to compliance with the compliance schedule; and
  - (c) **Notices:** complying with any notices issued under the Building Act.
- 17.3 **Display WOF:** if applicable, the Tenant shall at all times display, at a place in the Building to which users of the Building have ready access, a copy of the current building warrant of fitness showing the location of the compliance schedule.
- 17.4 **Make Available:** The Tenant shall make available to the Landlord:
- (a) **Prior to the Anniversary:** prior to the annual anniversary of the issue of the compliance schedule a copy of the compliance schedule together with any written reports relating to compliance with the compliance schedule; and
  - (b) **Subsequent Anniversaries:** on every subsequent annual anniversary a copy of the current building warrant of fitness for the Building together with any written reports relating to compliance with the compliance schedule.
- 17.5 **Recorded Music:** The Tenant shall not use recorded music, or allow the performance of live music, at the Premises when carrying out an activity for which a charge is made, unless the Tenant has first:
- (a) **Tenants Licence:** ascertained whether the said use is covered under any existing licence(s) the Tenant may have with APRA and PPNZ; and if not
  - (b) **Required Licence:** obtained directly from either or both APRA and PPNZ the required licence(s) prior to undertaking the use.

## 18 Reserves Act 1977

- 18.1 **The provisions of this Lease shall apply:** The provisions of this Lease shall apply notwithstanding that the Land has been vested subject to the Reserves Act 1977. In the event of any conflict or inconsistency between the provisions of the Reserves Act 1977 and this Lease then the provisions of this Lease shall apply.

## 19 CONTAMINATION

- 19.1 **Contaminant Issues:** The Tenant must immediately notify the Landlord of any issues that arise that may be attributable to any Contaminants (including gas odours, fires, sinkholes or slope failure, leachate breakouts or ponding being odorous or discoloured liquids that may be accompanied by surface sheens or staining, disturbance of wastes or wastes appearing at the surface).
- 19.2 **No Ground Breaking:** The Tenant will not undertake any ground breaking or soil disturbance works of any nature or size; and, if undertaking such works, will immediately stop the same upon discovering any evidence of a Contaminant and report the same to the Landlord.

## 20 QUIET ENJOYMENT

**Quiet Enjoyment:** The Tenant paying the Rent and performing and observing all the covenants and agreements expressed and implied in this Lease shall quietly hold and enjoy the Premises for the Term without interruption by the Landlord or any person claiming under it.

## DOCUMENTS

### 5.2: LEASE FOR TE WAERO AWE HOUKURA

#### 21 DEFAULT

21.1 **Property Law Act:** In accordance with the procedures stated in sections 244 to 252 of the Property Law Act 2007, the Landlord may cancel this Lease and either re-enter the Premises or apply to court for an order for possession of the Premises, if the Tenant:

- (a) **Annual Rent:** fails for ten (10) Working Days after the due date to pay any instalment of the Rent;
- (b) **Other Obligations:** fails to observe or perform any other obligation under this Lease within a reasonable period after receiving notice of such failure; or
- (c) **Incorporated Body:** being an incorporated body:
  - (i) is or is deemed to be unable to pay its debts as defined in section 287 of the Companies Act 1993;
  - (ii) goes into liquidation (other than voluntary liquidation for the purpose of a restructure or amalgamation approved in writing by the Landlord);
  - (iii) is wound up or dissolved;
  - (iv) enters into any assignment or other compromise or scheme of arrangement with its creditors or any class of its creditors; or
  - (v) has a receiver, manager or receiver and manager appointed in respect of any of its assets.
- (d) **Unincorporated Body:** being an unincorporated association or trust, is wound up, dissolved or becomes defunct.

21.2 **Landlord Remedy:** Without prejudice to the other rights, powers and remedies of the Landlord under this Lease, the Landlord may elect to remedy at any time without notice any default by the Tenant under this Lease and whenever the Landlord so elects all costs and expenses incurred by the Landlord (including those on a solicitor-client basis) in remedying such default shall be paid by the Tenant to the Landlord forthwith on demand, together with interest thereon at the Default Interest Rate computed from time or times of expenditure until actual payment in full by the Tenant to the Landlord.

#### 22 NOTICE

22.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease must be given or served by personal delivery or by posting by registered mail.

22.2 **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:

- (a) **Personal Delivery:** when received by the addressee; and
- (b) **Post:** five (5) Working Days after being posted to the addressee's last known address in New Zealand.

22.3 **Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:

- (a) **Party:** the party giving or serving the notice;
- (b) **Attorney:** any attorney for the party serving or giving the notice; or

## DOCUMENTS

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

- (c) **Authorised Person:** the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

#### 23 DISPUTE RESOLUTION

- 23.1 **Good Faith:** If any dispute arises between the Landlord and the Tenant concerning this Lease, the parties will try in good faith to settle the matter by negotiation, and if that is unsuccessful by mediation.
- 23.2 **Arbitrator:** If the dispute cannot be settled by negotiation or mediation, then the dispute will be referred to a sole arbitrator if the parties agree upon one, and if not then the dispute will be referred to an arbitrator appointed by the President of the New Zealand Law Society at the request of either party.
- 23.3 **Arbitration Act:** The Arbitration Act 1996 will govern the arbitration and the arbitral award will be final and binding on the parties. However, either party is entitled to appeal to the High Court on any error of law arising out of the award.

#### 24 NATURE OF THE COUNCIL AS TENANT

- 24.1 **Notice to Tenant:** Where the Landlord wants to give a notice to or otherwise communicate with the Tenant, the Landlord must address the notice to, or otherwise deal with the department of the Tenant from time to time charged with administering this Lease. Any notice the Landlord sends that has not been addressed to that department will have no effect and will not have been given, until it has been actually received by that department.
- 24.2 **Council Department:** The Tenant will advise the Landlord in writing at the Commencement Date as to the department of the Tenant charged with administering this Lease. The Tenant will advise the Landlord of any change as soon as practicable after the change comes into effect.

#### 25 REGISTRATION

**Registration or Caveat:** The Tenant will not call for this Lease to be registered, or lodge a caveat against the title to the Land.

#### 26 COSTS

- 26.1 **Each Bear Own:** Each party will bear its own costs and expenses in respect of the preparation and completion of this Lease, and for any renewal or variation of this Lease or consent request under this Lease.

#### 27 GENERAL

- 27.1 **Fee simple covenants:** The Tenant shall at all times observe and comply with all of the covenants and encumbrances affecting the Land (without limitation) and the terms, covenants and conditions of any easements registered against the title to the Land.
- 27.2 **Severability:** If any provision of this Lease is or becomes unlawful or unenforceable it shall be treated as severable from the other provisions of this Lease which shall remain in full force and effect.
- 27.3 **Variation and waiver:** The provisions of this Lease may only be varied or waived by written agreement signed by the parties. Any delay or failure to exercise any remedy is not a waiver.
- 27.4 **Governing law and jurisdiction:** This Lease is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the New Zealand courts, and shall not object to the exercise of jurisdiction by those courts.

## DOCUMENTS

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

27.5 **Counterparts:** This Lease may be executed by facsimile or scan, and in any number of counterparts all of which will be deemed an original and together be taken as a single instrument.

#### 28 WATER BORE

28.1 The parties acknowledge that the water bore situated on the Land is owned by the Tenant, and the Consent for the bore is held by the Tenant. Notwithstanding anything in this Lease to the contrary, the Tenant may, but is not required to remove the bore and reinstate at the end or earlier termination of this Lease.

DOCUMENTS

5.2: LEASE FOR TE WAERO AWE HOUKURA

THIRD SCHEDULE

Premises Plan



## DOCUMENTS

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### 5.2: LEASE FOR TE WAERO AWE HOUKURA

#### FOURTH SCHEDULE

Landlord's Fixtures and Fittings

**DOCUMENTS**

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**5.2: LEASE FOR TE WAERO AWE HOUKURA**

**FIFTH SCHEDULE**

Otherworld Lease

**DOCUMENTS**

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**5.3: OMARU EASEMENT**

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**5.3 OMARU EASEMENT**

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**DOCUMENTS**

**5.3: OMARU EASEMENT**

**Easement instrument to grant easement or *profit à prendre*  
Section 109, Land Transfer Act 2017**

**Land registration district**

North Auckland

**Grantor**

*Surnames must be underlined.*

Mihingarangi Forbes, Tania Aroha Rochelle Tarawa, Glen Andrew Tupuhi, James Bruce Tetai Ratahi, Herearoa Francis Skipper, Lorraine Rangitahi Pompey, and Anahera Sadler

**Grantee**

*Surnames must be underlined.*

Mihingarangi Forbes, Tania Aroha Rochelle Tarawa, Glen Andrew Tupuhi, James Bruce Tetai Ratahi, Herearoa Francis Skipper, Lorraine Rangitahi Pompey, and Anahera Sadler

**Grant of Easement or *Profit à prendre***

**The Grantor**, being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**

*Continue in additional Annexure Schedule if required.*

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	As shown marked "A" on SO 554976	Section 2 SO 554976	Section 1 SO 504900
Right to convey water			Section 1 SO 554976
Right to drain water			
Right to drain sewage			
Right to convey electricity			
Right to convey telecommunications			
Right to convey gas			

**Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)**

*Delete phrases in [ ] and insert memorandum number as required.*

*Continue in additional Annexure Schedule if required.*

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017.]

The provisions set out in the Annexure Schedule.

DOCUMENTS

5.3: OMARU EASEMENT

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

98

of

2

Pages

*Continue in additional Annexure Schedule, if required.*

**Continuation of “Easements or profits à prendre rights and powers (including terms, covenants, and conditions)”**

The implied rights and powers in Schedule 5 to the Land Transfer Regulations 2018 (*Implied Terms*) are varied for the purposes of the easement created by this instrument as follows:

**1 Definition of “easement facility”**

1.1 In respect of the right of way created by this instrument, the definition of “easement facility” in the Implied Terms is replaced with:

- (c) for a right of way, means the surface of the easement area and includes driveways, tracks, boundary fences, gates, letter boxes and signs:

1.2 To avoid doubt, the definition of “easement facility” in respect of each class of easement created by this instrument is, except for a right of way, as stated in the Implied Terms.

**2 Rights of way**

2.1 Clause 6(2)(a) of the Implied Terms is replaced with:

- (a) vehicle, machinery or implement (including heavy vehicles); or

2.2 The following is inserted into the Implied Terms as clauses 6(6) and (7):

- (6) The grantor and the grantee will each ensure that all gates on the easement area are locked after use.
- (7) If the gates on the easement area are secured with padlocks, the grantor and the grantee will ensure that the padlocks are daisy-chained so that the grantor and grantee may unlock the gates independently.

**3 General rights**

3.1 Clause 10(4) of the Implied Terms is replaced with the following:

- (3) The grantee may, from time to time, temporarily prevent or restrict the grantor from entering the easement area but:
  - (a) only if the grantee reasonably considers it necessary due to the grantee’s activities on the burdened land or the benefited land; and
  - (b) only for such time as the grantee reasonably considers necessary to enable the grantee to conduct activities on the burdened land or the benefited land safely or without interruption.

DOCUMENTS

5.3: OMARU EASEMENT

Insert type of instrument

Easement      Dated       Page  of  Pages

**4      Repair, maintenance and costs**

4.1      Clause 11(2) of the Implied Term is replaced with:

- (2)      If the 1 or more grantees and the grantor share the use of the easement facility, each of them is responsible for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1), in the proportions in which they each use the easement facility.

## 6 LETTER OF FACILITATION

[Date]

[Contact details: Mayor of local authority]

Tēnā koe

### Ngāti Paoa – Letter of facilitation

On [date] the Crown signed a deed of settlement with Ngāti Paoa to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the Ngāti Paoa Claims Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Paoa has suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Paoa expressed interest in strengthening their existing relationship with local authorities that [reason for relationship], including [local authority]. As tangata whenua of [council] area Ngāti Paoa are particularly interested in enhancing their involvement with [relationship objective].

In the Deed of Settlement, the Crown agreed to write letters encouraging a co-operative ongoing relationship between Ngāti Paoa and [local authority] in their area of interest (refer to the Area of Interest map attached). Accordingly, I am writing to introduce you to the trustees of the Ngāti Paoa Iwi Trust as the post-settlement governance entity of Ngāti Paoa and to suggest that your [local authority] makes contact with Ngāti Paoa to foster a co-operative relationship and to discuss matters of common interest.

Ngāti Paoa is a member of Ngā Mana Whenua o Tāmaki Makaurau, the Hauraki Collective and Marutūāhu Collective. The Ngā Mana Whenua o Tāmaki Makaurau deed was signed on 7 June 2012. The Hauraki Collective deed was signed on [date]. The Marutūāhu Collective deed was signed on [date]. These documents, and the Ngāti Paoa Deed of Settlement, can be viewed on the Office for Māori Crown Relations – Te Arawhiti website: [www.govt.nz](http://www.govt.nz).

I invite [local authority] to contact the trustees of the Ngāti Paoa Iwi Trust directly in relation to the matters raised in this letter. Their contact details are:

[contact details]; and  
[contact details].

I hope that [local authority] and Ngāti Paoa will continue to build an effective relationship based on mutual trust, respect and co-operation for the benefit of all people within the [local authority] area of responsibility.

If you have any further questions please contact [contact person] at the Office for Māori Crown Relations – Te Arawhiti at [email address] or [number].

Nāku noa, nā

[Hon Andrew Little]  
Minister for Treaty of Waitangi Negotiations

## 7 LETTER OF INTRODUCTION

[Date]

[Contact details: Chief Executive of Crown agency]

Tēnā koe

### Ngāti Paoa – Letter of Introduction

On [date] the Crown signed a deed of settlement with Ngāti Paoa to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the Ngāti Paoa Claims Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Paoa has suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Paoa expressed interest in enhancing their relationships with entities that [reason for relationship], including [Crown agency]. The essence of the request relates to [relationship objective].

In the Deed of Settlement, the Crown agreed to write letters encouraging a co-operative ongoing relationship between Ngāti Paoa and [Crown agency] in their area of interest (refer to the Area of Interest map attached). Accordingly, I am writing to introduce you to the trustees of the Ngāti Paoa Iwi Trust as the post-settlement governance entity of Ngāti Paoa and to suggest that your [Crown agency] makes contact with Ngāti Paoa to foster a co-operative relationship and to discuss matters of common interest.

Ngāti Paoa is a member of Ngā Mana Whenua o Tāmaki Makaurau, the Hauraki Collective and Marutūāhu Collective. The Ngā Mana Whenua o Tāmaki Makaurau deed was signed on 7 June 2012. The Hauraki Collective deed was signed on [date]. The Marutūāhu Collective deed was signed on [date]. These documents, and the Ngāti Paoa Deed of Settlement, can be viewed on the Office for Māori Crown Relations – Te Arawhiti: [www.govt.nz](http://www.govt.nz).

I invite [Crown agency] to contact the trustees of the Ngāti Paoa Iwi Trust directly in relation to the matters raised in this letter. Their contact details are:

[contact details]; and  
[contact details].

If you have any further questions please contact [contact person] at the Office for Māori Crown Relations – Te Arawhiti at [email address] or [number].

Nāku noa, nā

[Lil Anderson]  
Chief Executive

## 8 LEASE FOR DEFERRED SELECTION PROPERTIES (MINISTRY OF EDUCATION)

Agreed Marutūāhu Iwi collective lease - 11 November 2014

### MINISTRY OF EDUCATION TREATY SETTLEMENT LEASE

Form F

#### LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]

[ ]

[ ]

Lessor

[THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST] [*Names to be inserted*]

Lessee

**HER MAJESTY THE QUEEN** for education purposes

Estate or Interest

*Insert "fee simple"; "leasehold in lease number " etc.*

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

**DOCUMENTS**

**8: LEASE FOR DEFERRED SELECTION PROPERTIES (MINISTRY OF EDUCATION)**

**Form F** *continued*

**Attestation**

<b>Signature of the Lessor</b>	<b>Signed in my presence by the Lessor</b>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>[            ]</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>[            ]</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>[            ]</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>[            ]</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

DOCUMENTS

8: LEASE FOR DEFERRED SELECTION PROPERTIES (MINISTRY OF EDUCATION)

Form F *continued*

<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>



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**8: LEASE FOR DEFERRED SELECTION PROPERTIES (MINISTRY OF EDUCATION)**

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**Form F** *continued*

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Lease Instrument
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**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Ngāti Paoa and the Crown, under which the parties agreed to transfer the Land to the Ngāti Paoa Iwi Trust and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A**

**ITEM 1 THE LAND**

*[insert full legal description - note that improvements are excluded].*

**ITEM 2 START DATE**

*[insert start date].*

**ITEM 3 ANNUAL RENT**

\$(*insert agreed rent*) plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

**ITEM 4 TERM OF LEASE**

21 Years.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.
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8: LEASE FOR DEFERRED SELECTION PROPERTIES (MINISTRY OF EDUCATION)

Form F *continued*

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**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 8A UNDERLYING ZONING**

*[Insert underlying zoning applied to the Land in the Auckland Unitary Plan at the Start Date]*

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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[ ]

The above information is taken from the Lessee's records as at [ ]. A site inspection was not undertaken to compile this information.

ITEM 10 CLAUSE 16.5 NOTICE

To: Ngāti Paoa Iwi Trust ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")

From: [Name of Mortgagee/Chargeholder] ("the Lender")

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

- (i) It has notice of the provisions of clause 16.5 of the Lease; and
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and
- (iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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ITEM 11 CLAUSE 16.6 NOTICE

To: Ngāti Paoa Iwi Trust ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")

From [Name of Mortgagee/Chargeholder] ("the Lender")

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and
(ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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**SCHEDULE B**

**1 Definitions**

1.1 The term “Lessor” includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term “Lessee” includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 “Business Day” means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington.

1.4 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 “Crown Body” means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
  - (c) the New Zealand Railways Corporation; and
  - (d) a company or body that is wholly owned or controlled by one or more of the following:
    - (i) the Crown;
    - (ii) a Crown entity;
    - (iii) a State enterprise; and
  - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 “Legislation” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 “Lessee’s Improvements” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 “Maintenance” includes repair.
- 1.12 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 “Sublet” and “Sublease” include the granting of a licence to occupy the Land or part of it.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**DOCUMENTS SCHEDULE**

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**8: LEASE FOR DEFERRED SELECTION PROPERTIES (MINISTRY OF EDUCATION)**

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**2 Payment of Annual Rent**

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:
  - (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.3A If, in the relevant district or unitary plan, the zoning for the Land is Specialised (as defined in clause 3.3B), the zoning for the Land for the purposes of clause 3.3 will be deemed to be the Alternative Zoning (as defined in clause 3.3B).
- 3.3B For the purposes of clauses 3.3B and 3.3C:

All signing parties and either their witnesses or solicitors must either sign or initial in this box.
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- (a) "Specialised" means specialised for a school site or otherwise specialised to a public or community use or public work (including education purposes).
- (b) "Alternative Zoning" means the most probable zoning which provides for the highest and best use of the Land as if the school (or any other public or community use or public work, including education purposes) was hypothetically not present. The Alternative Zoning will be determined with reference to (in no particular order):
  - (i) the underlying zoning for the Land (if any);
  - (ii) the zoning for the Land immediately prior to its Specialised zoning;
  - (iii) the zoning of land adjacent to or in the immediate vicinity of the Land (or both) if there is a uniform neighbouring zone;
  - (iv) if the Land is within the Auckland Council area, the underlying zoning applied to the Land in the Auckland Unitary Plan at the Rent Review Date which, as at the Start Date is set out in Item 8A of Schedule A; and
  - (v) any other relevant consideration in the reasonable opinion of a registered valuer that would support the most probable zoning which provides for the highest and best use of the Land.

3.3C If, during the rent review process, the registered valuers do not agree on the Alternative Zoning, the process set out in clause 3.5 will apply (with necessary modifications) to the determination of the Alternative Zoning, where applicable, at the same time that the Annual Rent is determined under clause 3.5.

3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:

- (a) at the start date of every new Term; and

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date (“Rent Review Notice”). The Rent Review Notice must be supported by a registered valuer’s certificate.
- (b) If the notified party accepts the notifying party’s assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party’s assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent (“the Dispute Notice”), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer’s certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

Where this Lease is registered under Section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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9 Permitted Use of Land

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

10 Designation

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11 Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12 Hazards

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 Damage or Destruction

13.1 Total Destruction

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days' notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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13.2 **Partial Destruction**

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
  - (i) the repair and reinstatement of the Land have been completed; and
  - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
  - (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,then the term will terminate with effect from the date that either such fact is established.

13.3 **Natural Disaster or Civil Defence Emergency**

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- (i) such inability ceases; or
- (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
  - (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.
- 13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.
- 13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:
  - (a) assert that this lease has terminated; or
  - (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.
- 14 **Contamination**
- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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**15 Easements**

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**16 Lessee's Improvements**

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.
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- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee’s Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee’s Improvements from the Land without the Lessor’s consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee’s Improvements or other Lessee’s property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 17 **Rubbish Removal**  
The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
- 18 **Signs**  
The Lessee may display any signs which relate to the Permitted Use without the Lessor’s consent. The Lessee must remove all signs at the end of the Lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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19 **Insurance**

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee’s Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 **Fencing**

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 **Quiet Enjoyment**

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 **Assignment**

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor’s consent to:
  - (a) any Department or Crown Body; or
  - (b) any other party provided that the assignment complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.
- 23 Subletting**
- The Lessee may without the Lessor's consent sublet to:
- (a) any Department or Crown Body; or
  - (b) any other party provided that the sublease complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).
- 24 Occupancy by School Board of Trustees**
- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 **Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 **Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

[29A] **Single point of contact**

29A.1 If the Land is held by two or more separate entities as tenants-in-common, those entities must nominate:

- (a) one bank account for payment of rent under this lease (and provide details of that bank account to the Lessee); and
- (b) one representative (*Lessor's Nominee*) that the Lessee can deal with in relation to any matter arising under this Lease.]

30 **Exclusion of Implied Provisions**

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

- (b) Clause 11 – Power to inspect premises.

31 **Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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32 **Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

33 **Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6011

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

*[insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

34 **Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 **Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.