

NGĀTI REHUA - NGĀTIWAI KI AOTEA
and
NGĀTI REHUA - NGĀTIWAI KI AOTEA SETTLEMENT TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS

19 December 2016

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1 IMPLEMENTATION OF SETTLEMENT

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

2 INTEREST

- 2.1. The Crown must pay to the governance entity on the settlement date interest on -
 - 2.1.1. \$5,100,000 being the financial and commercial redress amount; and
 - 2.1.2. \$4,600,000 being the financial and commercial redress amount less the on-account payment of \$500,000 referred to in clause 6.2.
- 2.2. The interest under paragraph 2.1.1 is payable for the period -
 - 2.2.1. beginning on the date of the agreement in principle; and
 - 2.2.2. ending on the day before the on-account payment referred to in clause 6.2 was made.
- 2.3. The interest under paragraph 2.1.2 is payable for the period -
 - 2.3.1. beginning on the date the on-account payment referred to in clause 6.2 was made; and
 - 2.3.2. ending on the day before the settlement date.
- 2.4. The interest under paragraph 2.1 is -
 - 2.4.1. payable at the rates from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding; and
 - 2.4.2. subject to any tax payable in relation to it; and
 - 2.4.3. payable after withholding any tax required by legislation to be withheld.

3 TAX

INDEMNITY

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

LIMITS

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

ACKNOWLEDGEMENTS

- 3.4. To avoid doubt, the parties acknowledge -
- 3.4.1. the Crown redress is provided -
 - (a) to settle the historical claims; and
 - (b) with no other consideration being provided; and

3: TAX

- 3.4.2. in particular, the following are not consideration for the Crown redress:
- (a) an agreement under this deed to -
 - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
 - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:
 - (b) the performance of that agreement; and
- 3.4.3. nothing in this part is intended to imply that -
- (a) the provision of Crown redress, or an indemnity payment, is -
 - (i) a taxable supply for GST purposes; or
 - (ii) assessable income for income tax purposes; or
 - (b) if the governance entity is a charitable trust, or other charitable entity, it receives -
 - (i) redress, assets, or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and
- 3.4.4. the transfer of RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5. the governance entity is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

- 3.5. None of the governance entity, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.
- 3.6. In particular, the governance entity agrees that -
- 3.6.1. from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and
 - 3.6.2. neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, -
 - (a) an input credit for GST purposes; or
 - (b) a deduction for income tax purposes.

3: TAX

INDEMNITY DEMANDS

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

INDEMNITY PAYMENTS

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

REPAYMENT

- 3.11. If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that -
- 3.11.1. the Commissioner of Inland Revenue refunds or credits to the governance entity; or
 - 3.11.2. the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

GENERAL MATTERS

3: TAX

- 3.12. The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

RULINGS

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

CONTROL OF DISPUTES

- 3.14. If the governance entity is entitled to an indemnity payment, the Crown may -

3.14.1. by notice to the governance entity, require it to -

- (a) exercise a right to defer the payment of tax; and/or
- (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, -
 - (i) a tax assessment; and/or
 - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2. nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and

3.14.3. recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

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

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

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

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4 NOTICE

APPLICATION

- 4.1. Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.

REQUIREMENTS

- 4.2. A notice must be -
- 4.2.1. in writing; and
 - 4.2.2. signed by the person giving it (but, if the governance entity is giving the notice, it is effective if at least two trustees sign it); and
 - 4.2.3. addressed to the recipient at its address, facsimile number, or email address as provided -
 - (a) in paragraph 4.5; or
 - (b) if the recipient has given notice of a new address, facsimile number or email address, in the most recent notice of a change of address, facsimile number, or email address; and
 - 4.2.4. given by -
 - (a) personal delivery (including by courier) to the recipient's street address; or
 - (b) sending it by pre-paid post addressed to the recipient's postal address; or
 - (c) by faxing it to the recipient's facsimile number; or
 - (d) sending it by electronic mail to the recipient's email address.

TIMING

- 4.3. A notice is to be treated as having been received:
- 4.3.1. at the time of delivery, if personally delivered; or
 - 4.3.2. on the fourth day after posting, if posted; or
 - 4.3.3. on the day of transmission, if faxed or sent by electronic mail.
- 4.4. However, if a notice is treated under paragraph 4.3 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

4: NOTICE

ADDRESSES

4.5. The address of -

4.5.1. Ngāti Rehua - Ngātiwai ki Aotea and the governance entity is -

C/- Koning Webster Lawyer
Level 1, 34 Gravatt Road
Papamoa 3118

Phone: 07 547 4283
Fax: 07 572 0220

Email address: info@ngatirehua.com

4.5.2. the Crown is -

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

Facsimile No. 04 473 3482

Email address library@crownlaw.govt.nz

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5 MISCELLANEOUS

AMENDMENTS

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

ENTIRE AGREEMENT

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

NO ASSIGNMENT OR WAIVER

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

NAMES USED IN PLACE OF OFFICIAL GEOGRAPHIC NAMES

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

Name used in deed	Official Geographic Name / Recorded Name
Hokianga	Hokianga Harbour/Hokianga
Hauturu	Te Hauturu-o-Toi / Little Barrier Island
Pokohinu	Burgess Island (Pokohinu)
Motairehe Whanga	Katherine Bay

5: MISCELLANEOUS

Name used in deed	Official Geographic Name / Recorded Name
Torehangina	Torehangina Bay
Waikaro	Waikaro Point/Waikaro
Rangiwhakaea	Rangiwhakaea Bay
Kaikoura Island	Kaikoura Island (Selwyn Island)
Rangiwhakaea	Rangiwhakaea
Te Whakarae	Needles Point
Rarohara	Rarohara Bay (Ungunu Bay)
Kiwiriki	Kiwiriki Bay
Wairahi	Wairahi Bay
Oneura	Oneura Bay (Red Cliff Cove)
Owhiti	Karaka Bay
Te Kotuku	Kotuku Point
Kaiaraara	Kaiaraara Bay
Oki ore	Okiore Point
Parahake	Bowling Alley Bay
Mangaiti	Mangati Bay
Rangiahua	Rangiahua Island (Flat Island)
Pitokuku	Pitokuku Island
Kaitoke	Kaitoke Beach
Matawhero	Mount Matawhero
Harataonga	Harataonga Bay
Whangawahia	Whangawahia Bay
Ohineuru	Okiwi Estuary
Moturoa	Moturoa Point, Rakitu Island (Arid Island)
Te Hauturu o Toi, Little Barrier	Te Hauturu-o-Toi / Little Barrier Island
Te Moana nui o Toi	Hauraki Gulf / Tikapa Moana

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GENERAL MATTERS

5: MISCELLANEOUS

Name used in deed	Official Geographic Name / Recorded Name
Hauturu-o-Toi	Te Hauturu-o-Toi / Little Barrier Island
Okupe	Okupu Bay
Motukino (Fanal Island)	Fanal Island (Motukino)
Hokoromea	Hokoromea Island
Atihau	Atihau Island
The Poor Knights (Tawhiti Rahi)	Poor Knights Islands
Fanal	Fanal Island (Motukino)
Chickens' Islands	Hen and Chickens Islands
Te Ahuriri	Ahuriri Point
Tokakuku	Pitokuku Island
Aotea (Great Barrier Island)	Great Barrier Island (Aotea Island)

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6 DEFINED TERMS

6.1. In this deed -

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

agreement in principle means the agreement in principle referred to in clause 1.38.2; and

area of interest means the area identified as the area of interest in the attachments; and

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

attachments means the attachments to this deed, being the area of interest, the deed plans, the RFR land, and the draft settlement bill; and

business day means a day that is not -

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

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

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

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

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

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6: DEFINED TERMS

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989, and in summary (using those terms as defined in the Public Finance Act 1989) -

- (a) means the Sovereign in right of New Zealand; and
- (b) includes all Ministers of the Crown and all departments; but
- (c) does not include –
 - (i) an Office of Parliament; or
 - (ii) a Crown entity; or
 - (iii) a State enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986; or
 - (iv) a Schedule 4 organisation; or
 - (v) a Schedule 4A company; or
 - (vi) a mixed ownership model company; or
 - (vii) an entity named or described in Schedule 6; and

Crown minerals protocol means the Crown minerals protocol in the documents schedule; and

Crown redress -

- (a) means redress -
 - (i) provided by the Crown to the governance entity; or
 - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of the governance entity under the settlement documentation of first refusal in relation to RFR land; and
- (c) includes any part of the Crown redress; and
- (d) does not include -
 - (i) an obligation of the Crown under the settlement documentation to transfer RFR land; or
 - (ii) RFR land; or
 - (iii) any on-account payment made to entities other than the governance entity; and

cultural redress means the redress provided by or under -

- (a) clauses 5.1 to 5.34; or

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GENERAL MATTERS

6: DEFINED TERMS

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

cultural redress property means each property described in schedule 2 of the draft settlement bill; and

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

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

deed plan means a deed plan in the attachments; and

Department of Conservation partnership agreement means the partnership agreement in part 3 of the documents schedule; and

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

documents schedule means the documents schedule to this deed; and

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

eligible members of Ngāti Rehua - Ngātiwai ki Aotea means a member of Ngāti Rehua - Ngātiwai ki Aotea who on [date] was -

(a) [aged 18 years or over]; and

(b) [registered on the register of members of Ngāti Rehua - Ngātiwai ki Aotea kept by [name] for the purpose of voting on -

(i) the ratification, and signing, of this deed; and

(ii) the approval of the governance entity to receive the redress]; and

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

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

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

(a) clauses 6.1 to 6.4;

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

financial and commercial redress amount means the amount referred to in clause 6.1 as the financial and commercial redress amount; and

general matters schedule means this schedule; and

governance entity means the trustees of the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust, in their capacity as trustees of the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust; and

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6: DEFINED TERMS

GST -

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

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

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

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

historical claims has the meaning given to it by clauses 8.2 to 8.4; and

income tax means -

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

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

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

letter of introduction means each letter of introduction written in accordance with clause 5.14; and

letter of recognition means the letter of recognition in part 5 of the documents schedule; and

LINZ means Land Information New Zealand; and

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

mandated body means the entity identified as the mandated body by clause 8.9.1, being Ngāti Rehua - Ngātiwai ki Aotea Trust; and

mandated signatories means the individuals identified as the mandated signatories by clause 8.9.2; and

member of Ngāti Rehua - Ngātiwai ki Aotea means an individual referred to in clause 8.7.1; and

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6: DEFINED TERMS

Ministry for the Environment relationship agreement means the relationship agreement in part 4 of the documents schedule; and

Minister means a Minister of the Crown; and

month means a calendar month; and

Ngāti Manuhiri Settlement Trust means the trust with that name established by a deed of trust dated 5 December 2011; and

Ngāti Rehua - Ngātiwai ki Aotea has the meaning given to it by clause 8.7; and

Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust means the trust known by that name and established by a trust deed dated [date] and signed by [name, place of residence and occupation of signatories]; and]

Ngāti Rehua - Ngātiwai ki Aotea Trust means the trust known by that name and established by the trust deed dated 14 January 1986, being a charitable trust with the registration number 295491; and

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

on-account payment means the amount paid by the Crown on account of the settlement, referred to in clause 6.2; and

Pare Hauraki Collective Redress Deed means the collective redress deed to be entered into between the Crown and the iwi of the Pare Hauraki Collective (comprising, as at the date of this deed, Hako, Ngāi Tai Ki Tāmaki, Ngāti Hei, Ngāti Maru, Ngāti Paoa, [Ngāti Porou Ki Hauraki], Ngāti Pūkenga, Ngāti Rahiri Tumutumu, Ngāti Tamaterā, Ngāti Tara Tokanui, Ngaati Whanaunga, and Te Patukirikiri); and

party means each of the following:

- (a) Ngāti Rehua - Ngātiwai ki Aotea;
- (b) the governance entity;
- (c) the Crown; and

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

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

protocol means a **protocol** issued under clause 5.3 and the settlement legislation; and

redress means -

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

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GENERAL MATTERS

6: DEFINED TERMS

(c) the financial and commercial redress; and

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

representative entity means -

(a) the governance entity; and

(b) a person (including any trustee or trustees) acting for or on behalf of -

(i) the collective group referred to in clause 8.7.1; or

(ii) any one or more members of Ngāti Rehua - Ngātiwai ki Aotea; or

(iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 8.7.2; and

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

responsible Minister has the meaning given to it by section 21 of the draft settlement bill; and

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

(a) 27A of the State-Owned Enterprises Act 1986:

(b) 211 of the Education Act 1989:

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

RFR land means land listed in the attachments as RFR land that, on the settlement date -

(a) is vested in the Crown; or

(b) the fee simple for which is held by the Crown; and

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

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

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

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

settlement documentation means this deed and the settlement legislation; and

6: DEFINED TERMS

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

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

statutory area means an area listed in clause 5.1.1; and

statutory acknowledgement has the meaning given to it by section 31 of the draft settlement bill; and

taonga tūturu protocol means the taonga tūturu protocol in the documents schedule; and

tax includes income tax and GST; and

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

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

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

Te Hauturu-o-Toi / Little Barrier Island gift area means 2814.5 hectares, approximately, being Part Section 2 SO 440008 and being the balance of computer interest register 634345. Subject to survey; and

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

terms of negotiation means the terms of negotiation referred to in clause 1.38.1; and

trustees of the Ngāti Rehua - Ngātiwai ki Aotea Trust means the trustees from time to time of the Ngāti Rehua - Ngātiwai ki Aotea Trust; and

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

trustees of the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust means the trustees from time to time of the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust; and

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

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

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

7 INTERPRETATION

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

GENERAL MATTERS

7: INTERPRETATION

- 7.11.2. legislation, including the settlement legislation, means that legislation as amended, consolidated or substituted; and
- 7.11.3. a party includes a permitted successor of that party; and
- 7.11.4. a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12. An agreement by two or more persons binds them jointly and severally.
- 7.13. If the Crown must endeavour to do something or achieve some result, the Crown-
- 7.13.1. must use reasonable endeavours to do that thing or achieve that result; but
- 7.13.2. is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14. Provisions in -
- 7.14.1. the main body of this deed are referred to as clauses; and
- 7.14.2. the property redress and general matters schedules are referred to as paragraphs; and
- 7.14.3. the documents in the documents schedule are referred to as clauses; and
- 7.14.4. the draft settlement bill are referred to as sections.
- 7.15. If there is a conflict between a provision that is -
- 7.15.1. in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails; and
- 7.15.2. in English and a corresponding provision in Māori, the provision in English prevails.
- 7.16. The deed plans in the attachments that are referred to in the statutory acknowledgement indicate the general locations of the relevant sites and areas but not their precise boundaries.
- 7.17. The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in schedule 2 of the draft settlement bill.

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