

HAKO  
and  
NGĀI TAI KI TĀMAKI  
and  
NGĀTI HEI  
and  
NGĀTI MARU  
and  
NGĀTI PAOA  
and  
NGĀTI POROU KI HAURAKI  
and  
NGĀTI PŪKENGA  
and  
NGĀTI RĀHIRI TUMUTUMU  
and  
NGĀTI TAMATERĀ  
and  
NGĀTI TARA TOKANUI  
and  
NGAATI WHANAUNGA  
and  
TE PATUKIRIKIRI  
  
and  
  
THE CROWN

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PARE HAURAKI COLLECTIVE REDRESS DEED

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[  ] 2017 

   

     

PURPOSE OF THIS DEED

This deed relates to the 12 Iwi of Hauraki, being –

- Hako;
- Ngāi Tai ki Tāmaki;
- Ngāti Hei;
- Ngāti Maru;
- Ngāti Paoa;
- Ngāti Porou ki Hauraki;
- Ngāti Pūkenga;
- Ngāti Rāhiri Tumutumu;
- Ngāti Tamaterā;
- Ngāti Tara Tokanui;
- Ngaati Whanaunga; and
- Te Patukirikiri.

This deed –

- specifies the collective Treaty redress in respect of the shared interests of the Iwi of Hauraki for historical claims to be provided to the Pare Hauraki collective entities that have been approved to receive the collective Treaty redress; and
- provides for other relevant matters; and
- is conditional upon the Pare Hauraki collective redress legislation coming into force.

Each Iwi of Hauraki also receives iwi-specific Treaty redress in a deed of settlement of its historical claims between the Iwi and the Crown.

A collection of handwritten signatures in blue and black ink, located at the bottom of the page. The signatures are varied in style and size, some appearing to be initials or full names. There is a large, prominent signature on the left side, and several smaller ones scattered across the bottom right. Some signatures are written over a faint horizontal line.

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PARE HAURAKI COLLECTIVE REDRESS DEED

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PARE HAURAKI COLLECTIVE REDRESS DEED

THIS DEED is made between

HAKO

and

NGĀI TAI KI TĀMAKI

and

NGĀTI HEI

and

NGĀTI MARU

and

NGĀTI PAOA

and

NGĀTI POROU KI HAURAKI

and

NGĀTI PŪKENGA

and

NGĀTI RĀHIRI TUMUTUMU

and

NGĀTI TAMATERĀ

and

NGĀTI TARA TOKANUI

and

NGAATI WHANAUNGA

and

TE PATUKIRIKIRI

and

THE CROWN



## 1 BACKGROUND

### NEGOTIATIONS, RATIFICATION AND APPROVALS

- 1.1 Since December 2009, there have been negotiations between the Iwi of Hauraki and the Crown towards a collective Treaty redress deed that will provide Treaty redress for historical claims to the 12 Iwi of Hauraki and the Pare Hauraki collective entities to be established by the Hauraki Collective.
- 1.2 The attachments contain a map showing the area within which redress is being provided to the Iwi of Hauraki. This map does not describe an area of interest and only encompasses part of the Iwi of Hauraki rōhe.
- 1.3 On 1 October 2010, the Iwi of Hauraki and the Crown signed a Framework Agreement that included offers to negotiate redress with respect to –
  - 1.3.1 Te Aroha and Moehau maunga;
  - 1.3.2 motu;
  - 1.3.3 recognition of Tikapa Moana – Te Tai Tamahine / Te Tai Tamawahine;
  - 1.3.4 co-governance of Whenua Kura/ public conservation land;
  - 1.3.5 co-governance of the Waihou and Piako Rivers which includes the Ohinemuri River;
  - 1.3.6 relationship agreements and protocols with Ministers including Energy and Resources, Arts Culture and Heritage and Fisheries;
  - 1.3.7 place name changes;
  - 1.3.8 financial redress;
  - 1.3.9 Athenree, Kauaeranga, Tairua, Waihou, Whangamata and Whangapoua Crown Forest Licensed land, including accumulated rentals;
  - 1.3.10 commercial redress properties including Landcorp Farms, Office of Treaty Settlements' landbank properties and sale and leaseback properties;
  - 1.3.11 rights of first refusal.
- 1.4 On 22 July 2011, each Iwi of Hauraki signed Agreement in Principle Equivalents which expanded upon the Hauraki Collective Framework Agreement and also included offers to negotiate redress with respect to –
  - 1.4.1 the rivers and waterways of the Coromandel Peninsula;
  - 1.4.2 Whangamarino system, and Mangatawhiri and Mangatangi streams;

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 1: BACKGROUND

- 1.4.3 formal Conservation Board and Hauraki Gulf Forum representation;
  - 1.4.4 a relationship agreement issued by the Minister of Conservation;
  - 1.4.5 Te Reo Māori me ona tikanga;
  - 1.4.6 enhancement and return of all forms of taonga;
  - 1.4.7 rights relating to nationalised and non-nationalised Crown-owned minerals and information held by the Crown or Crown Research Institutes on these minerals;
  - 1.4.8 preferential access to concessions in relation to Whenua Kura/ conservation land, Tikapa Moana – Te Tai Tamahine / Te Tai Tamawahine;
  - 1.4.9 opportunities to enter into formal arrangements with the Crown over its proposed commercial arrangements in the Hauraki region, particularly in relation to infrastructure development and investment; and
  - 1.4.10 other mechanisms with the Pare Hauraki collective that may recognise the interests of Hauraki iwi in marine and freshwater fisheries in Tikapa Moana – Te Tai Tamahine / Te Tai Tamawahine, and the waterways of Tikapa Moana.
- 1.5 The Agreement in Principle Equivalent also included offers to negotiate iwi specific redress with respect to –
- 1.5.1 the properties and areas of ancestral, spiritual and cultural significance to each iwi including transfers, overlay classifications, statutory acknowledgements and deeds of recognition;
  - 1.5.2 other cultural redress including relationship agreements, access to cultural resources, nohoanga and other arrangements and place name changes; and
  - 1.5.3 commercial redress for each iwi.
- 1.6 On [[ ] December 2016], the Iwi of Hauraki and the Crown initialled a collective redress deed.
- 1.7 [The Iwi of Hauraki have, since the initialling of this deed, by a majority of –
- 1.7.1 the percentage for each Iwi of Hauraki specified next to the iwi below, ratified this deed; and
  - 1.7.2 the percentage for each iwi specified next to the iwi below, approved the Pare Hauraki collective entities each receiving its collective redress:

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 1: BACKGROUND

<b>Iwi</b>	<b>Deed ratification percentage</b>	<b>Pare Hauraki collective entities approved</b>
Hako		
Ngāi Tai ki Tāmaki		
Ngāti Hei		
Ngāti Maru		
Ngāti Paoa		
Ngāti Porou ki Hauraki		
Ngāti Pūkenga		
Ngāti Rāhiri Tumutumu		
Ngāti Tamaterā		
Ngāti Tara Tokanui		
Ngaati Whanaunga		
Te Patukirikiri		

- 1.8 [Each majority referred to in clause 1.7 is of valid votes cast in a ballot.]
- 1.9 [The Crown is satisfied –
- 1.9.1 with the ratification and approvals of each Iwi of Hauraki referred to in clauses 1.7.1 and 1.7.2; and
  - 1.9.2 the Pare Hauraki collective cultural entity is appropriate to receive the cultural redress on behalf of the Iwi of Hauraki; and
  - 1.9.3 the Pare Hauraki collective commercial entity and Pare Hauraki collective CFL land entity are appropriate to receive the commercial redress on behalf of the Iwi of Hauraki.]

## PARE HAURAKI COLLECTIVE REDRESS DEED

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### 1: BACKGROUND

#### ESTABLISHMENT OF PARE HAURAKI COLLECTIVE ENTITIES

- 1.10 The parties acknowledge that the Iwi of Hauraki must establish the Pare Hauraki collective entities to receive the redress on behalf of the Iwi of Hauraki.

#### AGREEMENT

- 1.11 Therefore, the parties –

1.11.1 wish to enter, in good faith, into this deed; and

1.11.2 agree and acknowledge as provided in this deed.

## 2 IMPLEMENTATION AND EFFECT ON VARIOUS STATUTES

### RESUMPTIVE ENACTMENTS

- 2.1 The Pare Hauraki collective redress legislation will, on the terms provided by sections 11 to 13 of the draft collective bill, –
- 2.1.1 provide that the legislation referred to in section 11(2) of the draft collective bill does not apply to:
- (a) a cultural redress property; or
  - (b) a commercial redress property; or
  - (c) the licensed land; or
  - (d) a purchased deferred selection property if settlement of the property has been effected; or
  - (e) an early release commercial redress property; or
  - (f) any RFR land transferred under a contract formed under section 167 of the draft collective bill; or
  - (g) to the extent that legislation still applies, any second right of refusal land transferred under a contract formed under section 202 of the draft collective bill; or
  - (h) for the benefit of Pare Hauraki collective entities; and
- 2.1.2 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, the properties listed in clause 2.1.1.

### PERPETUITIES AND AVAILABILITY OF DEED

- 2.2 The Pare Hauraki collective redress legislation will, on the terms provided by sections 14 and 18 of the draft collective bill –
- 2.2.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –
- (a) apply to a document entered into to give effect to this deed if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective; or
  - (b) prescribe or restrict the period during which the Pare Hauraki Cultural Redress Trust, being the trust to be established under clause 16.7.2, may exist or hold or deal with property; and

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 2: IMPLEMENTATION AND EFFECT ON VARIOUS STATUTES

- 2.2.2 require the Secretary for Justice to make copies of this deed publicly available.

#### APPLICATION OF TE TURE WHENUA MAORI ACT 1993

- 2.3 The Pare Hauraki collective redress legislation will, on the terms provided by section 15 of the draft collective bill, provide that no judicial body has jurisdiction in respect of any matter that arises from the application of Te Ture Whenua Maori Act 1993 if the matter relates to –
- 2.3.1 a property vested or transferred under the Pare Hauraki collective redress legislation or this deed while it remains in the ownership of the recipient entity or subsidiary; or
  - 2.3.2 RFR land (other than land subject to an application under section 41(e) of the Public Works Act 1981); or
  - 2.3.3 former RFR land transferred to the Pare Hauraki collective commercial entity (or to a person to whom the rights of the entity under the RFR have been assigned) while it remains in the ownership of that person or subsidiary; or
  - 2.3.4 former second right of refusal land transferred to the Pare Hauraki collective commercial entity (or to a person to whom the rights of the entity under the RFR have been assigned) while it remains in the ownership of that person or a subsidiary; or
  - 2.3.5 any governance arrangement over land or property described in clauses 2.3.1 to 2.3.3; or
  - 2.3.6 action taken by a Pare Hauraki collective entity in relation to land or property (other than a cultural redress property) described in clause 2.3.1 to 2.3.3) before the transfer of the land to it.

### 3 PARE HAURAKI COLLECTIVE CULTURAL ENTITY

#### Overview

- 3.1 The Pare Hauraki collective cultural entity will be the representative collective body of the Iwi of Hauraki in relation to natural resource matters.
- 3.2 As detailed in parts 5 to 10, the Pare Hauraki collective cultural entity will be responsible for (among other things):
- 3.2.1 promoting the restoration, maintenance and enhancement of natural resources in the Pare Hauraki world;
  - 3.2.2 promoting a culture of natural resource partnership in the Pare Hauraki world;
  - 3.2.3 promoting an integrated approach to natural resource governance and management across the Pare Hauraki world; and
  - 3.2.4 promoting the social, cultural and economic wellbeing of the people of Pare Hauraki.
- 3.3 To avoid doubt, nothing in this deed will replace any obligations to, or rights of, any of the Iwi of Hauraki.

#### Co-governance, partnerships and relationships

- 3.4 The Pare Hauraki collective redress legislation will provide that the Pare Hauraki collective cultural entity will:
- 3.4.1 appoint six members to the Waihou, Piako, Coromandel Catchment Authority, a co-governance entity which provides governance, oversight and direction in relation to the waterways of the Waihou, Piako and Coromandel catchments;
  - 3.4.2 be involved in the governance and management of the upper and lower Mangatangi River, the Mangatawhiri Stream and the Whangamarino catchments, being the area within the black line on the map in part 9 of the attachments; and
  - 3.4.3 appoint three members to the Moehau Tupuna Maunga Board to administer the Moehau Tupuna Maunga Reserve.
- 3.5 The Pare Hauraki collective cultural entity will also have partnerships and relationships with relevant Ministers and Ministries, including, under this deed, the Department of Conservation, Ministry of Primary Industries and the Ministry of Business, Innovation and Employment.

**PARE HAURAKI COLLECTIVE REDRESS DEED**

**3: PARE HAURAKI COLLECTIVE CULTURAL ENTITY**

**Future negotiations**

3.6 The Pare Hauraki collective cultural entity will lead, on behalf of the Iwi of Hauraki, the future negotiations with the Crown:

3.6.1 for cultural redress, over the following water bodies:

(a) Tikapa Moana – Te Tai Tamahine / Te Tai Tamawahine:

(b) Tauranga Moana; and

3.6.2 as part of the review of the scheme which applies to the gathering, use and possession of materials for customary purposes from dead marine mammals to provide for the rights of the Iwi of Hauraki.

**Crown contribution**

3.7 On the settlement date, the Crown will pay the amount of \$500,000 to the Pare Hauraki collective cultural entity as a contribution to the establishment and other costs of the entity.

## 4 STATEMENT OF PARE HAURAKI WORLD VIEW AND PROGRAMME FOR A CULTURE OF NATURAL RESOURCE PARTNERSHIP

### I. STATEMENT OF PARE HAURAKI WORLD VIEW

Ngā puke ki Hauraki ka tārehua  
E mihi ana ki te whenua, e tangi ana ki te tāngata  
Ko Moehau ki waho, ko Te Aroha ki uta  
Ko Tikapa te moana, ko Hauraki te whenua

The peaks of Hauraki lie shrouded in mist  
We revere the land and lament the people  
Moehau stands afar while Te Aroha stands within  
Tikapa is the sea and Hauraki the land

#### **Haere mai ki Hauraki he aute te awhea<sup>1</sup>**

- 4.1 The spiritually and culturally symbiotic relationship between the people of Pare Hauraki and our world, mai Matakana ki Matakana, is founded on whakapapa links between the cosmos, gods, nature and people. Our world is a holistic unified whole consisting of spiritual and physical interrelated realities.
- 4.2 Our relationships are first and foremost genealogical. All things, animate and inanimate, have a whakapapa derived from Papatūānuku and her children. The works of nature – mountains, seas, rivers, wetlands, animals and plants – are either kin, ancestors, or founding parents. From our cosmogony, all things have their own mauri and personality requiring respect and protection.
- 4.3 Whanaungatanga lies at the core of our relationships. Te taura tāngata is the cord of kinship that binds us together through whakapapa. It is a braid that is tightly woven, tying in all its strands. It is unbroken and infinite.
- 4.4 Our traditional imagery holds that the Coromandel Peninsula is the jagged barb of the great fish of Māui (Te Tara o te Ika a Māui), while the peaks of Te Aroha and Moehau form the prow and stern of the waka.
- 4.5 Important tribal taniwha and tupua dwell in the ancestral seas and rivers which are also the location of continued spiritual and cultural traditions and practices maintained over the many centuries.
- 4.6 The extensive coastline, mountainous backbone, rivers and wetlands make for a resource rich and environmentally diverse rohe, desired by many over the centuries. The taonga tuku iho bestowed upon us include taonga species, fertile soils, hua

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<sup>1</sup> "Come to Hauraki, where the aute is not disturbed."

The aute plant (paper mulberry), brought to Hauraki from Hawaiiki, is an iconic symbol representing the fertility and mana of Hauraki, and this pepeha is a metaphor of peace and endurance.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 4: STATEMENT OF PARE HAURAKI WORLD VIEW AND PROGRAMME FOR A CULTURE OF NATURAL RESOURCE PARTNERSHIP

whenua, hua rākau, kai moana, kai awa, kai ngahere, timber, textile flora and minerals.

- 4.7 The seas and foreshores of Tikapa Moana to Mahurangi and Te Tai Tamahine / Te Tai Tamawahine to Ngā Kuri a Whārei provide nourishment and spiritual sustenance as well as the maritime pathways to settlements throughout our rohe. The maunga of Hauraki are uplifted places of revered events in time and space. There, resides the tangible history of Pare Hauraki. Many rivers flow from the maunga into the plains and sea and provide sustenance and inland pathways. To the west includes the Waihou, Ōhinemuri and Piako, and to the east Whitianga and Tairua. The flood plain of the Piako and Waihou rivers was an inland sprawling sea and wetland rich with flora and fauna.
- 4.8 These places are revered in tribal histories and mōteatea.
- 4.9 Our traditions hold that our people have dwelt in Hauraki for over a millennium.
- 4.10 Our tūpuna inhabited a rohe temperate and generally frost free which enabled the cultivation of kūmara, taro and yam from Polynesia. The broadleaf and podocarp forests include miro, hinau, tawa and karaka whose fruit were harvested. The rohe abounds in bird life with many wetland species and thousands of migratory waders, which congregate on the coastal mudflats in season. The seas and foreshores teem with marine mammals, fish and shellfish, the wetlands and rivers with birds, tuna and fish, as well as berries and medicinal and textile flora. Much of the rohe was thickly forested, with the rivers and water bodies giving access to great stands of kahikātea and kauri.
- 4.11 These resources were subject to access and use rights as an essential part of kaitiakitanga. Some species would be generally available, while other species would be regulated by rangatira in order to ensure sustenance and sustainability for the tribe.
- 4.12 The richness and diversity of this natural world is reflected by the many peoples who have belonged to the land and seas of Hauraki over the centuries. Thus, there are some 6,000 recorded historical sites, 700 of which are pā. It is generally accepted that there are more than double that number. More numerous again are the wāhi tapu cared for by Pare Hauraki as kaitiaki of these revered places.
- 4.13 The traditions of Pare Hauraki are of a highly mobile and maritime nation. Movement throughout tribal areas was influenced by areas of occupation and the location and availability of natural resources. Seasonal harvesting, especially kai moana, involved travel and occupation over very wide areas of Tikapa Moana – Te Tai Tamahine / Te Tai Tamawahine and their motu. Preservation of birds and fish was an important activity, together with tending of extensive cultivations.
- 4.14 The mana and wellbeing of Pare Hauraki was displayed in many ways - the quantity and quality of kai; waka and whare; tools/weaponry personal ornaments (including tahanga, tōhora, and huruhuru); and korowai and whāriki etc.
- 4.15 Many whānau, hapū and iwi have dwelled in Hauraki over the centuries. The complexity and diversity of Pare Hauraki is reflected in the separate waves of tribal migration - various waka, tōhora and taniwha traditions, together with histories of

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 4: STATEMENT OF PARE HAURAKI WORLD VIEW AND PROGRAMME FOR A CULTURE OF NATURAL RESOURCE PARTNERSHIP

conflict, intermarriage and tuku whenua. Tribal entities have come and gone, with the 12 Iwi of Hauraki now comprising:

- 4.15.1 Hako;
- 4.15.2 Ngāi Tai ki Tāmaki;
- 4.15.3 Ngāti Hei;
- 4.15.4 Ngāti Maru;
- 4.15.5 Ngāti Paoa;
- 4.15.6 Ngāti Porou ki Hauraki;
- 4.15.7 Ngāti Pūkenga;
- 4.15.8 Ngāti Rāhiri Tumutumu;
- 4.15.9 Ngāti Tamaterā;
- 4.15.10 Ngāti Tara Tokanui;
- 4.15.11 Ngaati Whanaunga; and
- 4.15.12 Te Patukirikiri.

## II. PROGRAMME FOR A CULTURE OF NATURAL RESOURCE PARTNERSHIP

**He ahakoa au ka mate, tēna te aute i whakatokia e au ki te taha o te whare<sup>2</sup>**

- 4.16 A culture of natural resource partnership is a set of values, principles, attitudes, traditions, modes of behaviour and ways of life based on:
- 4.16.1 full respect for Te Tiriti o Waitangi;
  - 4.16.2 full respect for the tino rangatiratanga of the Iwi of Hauraki;
  - 4.16.3 full respect for the intergenerational kaitiaki responsibilities of the Iwi of Hauraki;
  - 4.16.4 full respect for the kawanatanga of government;
  - 4.16.5 promoting inclusive and mutual outcomes for all people;
  - 4.16.6 commitment to partnerships based on good faith, integrity, honesty, transparency and accountability;

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<sup>2</sup> "Although I may be killed, there is an aute tree which I have planted by the side of my house."

This Pare Hauraki ohaaki has several layers of meaning, one of which is putting in place the necessary steps to safeguard the future.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 4: STATEMENT OF PARE HAURAKI WORLD VIEW AND PROGRAMME FOR A CULTURE OF NATURAL RESOURCE PARTNERSHIP

- 4.16.7 recognition that the health and wellbeing of the people is integrally linked to the health and wellness of the Pare Hauraki world;
- 4.16.8 recognition that the whenua binds all people together; and  
fostered by enabling regional and national regimes conducive to natural resource partnerships.
- 4.17 Effective implementation of the Programme requires mobilisation of commitments or resources by Pare Hauraki and government (central and local).
- 4.18 Commitments to a whole of world approach that:
  - 4.18.1 produces holistic and vertically integrated policy and planning instruments; and
  - 4.18.2 encourages cross-boundary initiatives.
- 4.19 Maintenance, enhancement and restoration of natural resources, including to:
  - 4.19.1 reinvigorate the health and viability of the Pare Hauraki world;
  - 4.19.2 restore the mana of the ancestral maunga, moana, awa and whenua and other taonga of the Iwi of Hauraki;
  - 4.19.3 prioritise reversing the environmental degradation of the ancestral moana and awa of the Iwi of Hauraki;
  - 4.19.4 ensure the moana and awa are capable of sustaining the cultural traditions, practices and uses of the Iwi of Hauraki;
  - 4.19.5 sustain and enhance the mauri of the Pare Hauraki world and all its parts;
  - 4.19.6 protect the wāhi tapu of the Iwi of Hauraki;
  - 4.19.7 provide governance and management to protect and enhance environmental, economic, social, spiritual and cultural wellbeing for the Iwi of Hauraki; and
  - 4.19.8 promote environmental enhancement.
- 4.20 Processes to effect meaningful natural resource partnerships, including to:
  - 4.20.1 restore the mana of the Iwi of Hauraki to make decisions in relation to the Pare Hauraki world and exercise kaitiakitanga;
  - 4.20.2 promote iwi as decision makers along with government (central and local) on the use, development, management and protection of all natural resources;
  - 4.20.3 commit to enabling and supporting te reo Pare Hauraki me ona tikanga;

## PARE HAURAKI COLLECTIVE REDRESS DEED

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### 4: STATEMENT OF PARE HAURAKI WORLD VIEW AND PROGRAMME FOR A CULTURE OF NATURAL RESOURCE PARTNERSHIP

- 4.20.4 provide for cultural use and access by the Iwi of Hauraki to their ancestral maunga, moana, awa and other taonga;
- 4.20.5 strengthen processes for early engagement on issues; and
- 4.20.6 ensure working together between the Iwi of Hauraki and government (central and local) using shared knowledge, information and expertise.

## 5 CULTURAL REDRESS: WAIHOU, PIAKO, COROMANDEL CATCHMENT CO-GOVERNANCE REGIME

[Note: The Waihou, Piako and Coromandel Catchment Authority redress is subject to agreement on the following matters by the Crown and the Hauraki Collective:

- a process for making decisions on content recommended by the [name to be agreed] for the upper Waihou, Piako section of the Waihou, Piako and Coromandel Catchment Plan and for making any amendments to that content once included in the Plan
- a process for determining the area in which the [name to be agreed] will operate]

### WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

- 5.1 The settlement legislation will provide for the establishment of a statutory authority called the Waihou, Piako, Coromandel Catchment Authority ("**Waihou, Piako, Coromandel Catchment Authority** ").

### PURPOSE OF WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

- 5.2 The purpose of the Waihou, Piako, Coromandel Catchment Authority will be to provide co-governance, oversight and direction for the taonga that is the waterways of the Coromandel, Waihou and Piako catchments (shown as the areas edged respectively yellow, purple and blue in the map in part 10 of the attachments), in order to promote:
- 5.2.1 a co-ordinated and intergenerational approach;
  - 5.2.2 the Pare Hauraki World View and Programme for a Culture of Natural Resource Partnership;
  - 5.2.3 the values of Ngāti Hauā;
  - 5.2.4 the values of Ngāti Hinerangi;
  - 5.2.5 the values of Raukawa; and
  - 5.2.6 community aspirations for the Waihou, Piako and Coromandel catchments.

### FUNCTIONS OF WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

- 5.3 The principal function of the Waihou, Piako, Coromandel Catchment Authority will be to achieve its purpose.
- 5.4 The specific functions of the Waihou, Piako, Coromandel Catchment Authority will be to:
- 5.4.1 promote the integrated and co-ordinated management of the waterways of the Waihou, Piako and Coromandel catchments;
  - 5.4.2 prepare and approve the Waihou, Piako and Coromandel Catchments Plan for the waterways of the Waihou, Piako and Coromandel catchments;

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### 5: WAIHOU, PIAKO, COROMANDEL CATCHMENT

- 5.4.3 maintain a register of accredited hearing commissioners;
  - 5.4.4 engage with, seek advice from and provide advice to the local authorities and government departments regarding the health and wellbeing of the waterways of the Waihou, Piako and Coromandel catchments;
  - 5.4.5 engage with, seek advice from and provide advice to iwi with interests in the waterways of the Waihou, Piako and Coromandel catchments regarding the health and wellbeing of those waterways;
  - 5.4.6 provide oversight of the monitoring of activities in and the state of the waterways of the Waihou, Piako and Coromandel catchments and the extent to which the purpose of the Waihou, Piako, Coromandel Catchment Authority is being achieved including through the implementation and effectiveness of the Waihou, Piako and Coromandel Catchments Plan;
  - 5.4.7 engage with stakeholders, including liaising with the community in relation to the waterways of the Waihou, Piako and Coromandel catchments; and
  - 5.4.8 take any other action that is considered by the Waihou, Piako, Coromandel Catchment Authority to be appropriate to achieve its purpose.
- 5.5 The Waihou, Piako, Coromandel Catchment Authority will operate in a manner that recognises and respects that different iwi have interests in different parts of the waterways of the Waihou, Piako and Coromandel catchments.
- 5.6 The Waihou, Piako, Coromandel Catchment Authority will have those powers that are reasonably necessary for it to carry out its functions.

#### MEMBERSHIP OF WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

- 5.7 The Waihou, Piako, Coromandel Catchment Authority will consist of 14 members as follows:
- 5.7.1 six members appointed by the Pare Hauraki collective cultural entity;
  - 5.7.2 one member appointed by [Name yet to be agreed];
  - 5.7.3 two members appointed by the Waikato Regional Council;
  - 5.7.4 two members appointed by the Thames Coromandel District Council;
  - 5.7.5 one member appointed by the Hauraki District Council;
  - 5.7.6 one member appointed by the Matamata-Piako District Council; and
  - 5.7.7 one member appointed by the South Waikato District Council;
- (each organisation being an "appointer").
- 5.8 The members of the Waihou, Piako, Coromandel Catchment Authority must:
- 5.8.1 act in a manner so as to achieve the purpose of the Waihou, Piako, Coromandel Catchment Authority; and

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 5: WAIHOU, PIAKO, COROMANDEL CATCHMENT

5.8.2 subject to clause 5.8.1, comply with any terms of appointment issued by the relevant appointer.

#### **Appointment of members and term**

5.9 Members of the Waihou, Piako, Coromandel Catchment Authority:

5.9.1 are appointed for a term of three years commencing on the 60th day after the polling day for the most recent triennial local government election, unless the member resigns or, in the case of a local government appointer, is discharged by an appointer during that term; and

5.9.2 may be reappointed.

5.10 The initial term will:

5.10.1 commence on the settlement date; and

5.10.2 cease on the 59<sup>th</sup> day after the polling day for the next triennial local government election following the commencement date.

5.11 In appointing members to the Waihou, Piako, Coromandel Catchment Authority, appointers must be satisfied that the person has the mana, skills, knowledge or experience to:

5.11.1 participate effectively in the Waihou, Piako, Coromandel Catchment Authority; and

5.11.2 contribute to the achievement of the purpose of the Waihou, Piako, Coromandel Catchment Authority.

#### **Discharge and resignation of members**

5.12 A member may resign by written notice to that person's appointer and the Waihou, Piako, Coromandel Catchment Authority.

5.13 An appointer that is a local authority may discharge a member from the Waihou, Piako, Coromandel Catchment Authority by written notice to that person and to the Waihou, Piako, Coromandel Catchment Authority.

5.14 Where there is a vacancy on the Waihou, Piako, Coromandel Catchment Authority:

5.14.1 the relevant appointer will fill that vacancy, for the residual period of the relevant term, as soon as is reasonably practicable; and

5.14.2 any such vacancy does not prevent the Waihou, Piako, Coromandel Catchment Authority from continuing to discharge its functions.

#### **CO-CHAIRS**

5.15 At the first meeting two members of the Waihou, Piako, Coromandel Catchment Authority must be appointed as Co-Chairs as follows:

5.15.1 one Co-Chair must be appointed by the seven members appointed under clauses 5.7.1 and 5.7.2; and

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### 5: WAIHOU, PIAKO, COROMANDEL CATCHMENT

- 5.15.2 the other Co-Chair must be appointed by the seven members appointed under clauses 5.7.3 to 5.7.7.
- 5.16 The Co-Chairs:
- 5.16.1 are appointed for a term of three years unless a Co-Chair resigns or, in the case of a local government appointer, is discharged as a member during that term; and
- 5.16.2 may be reappointed.

#### COMMITTEES

- 5.17 The Waihou, Piako, Coromandel Catchment Authority will have the power to:
- 5.17.1 appoint subcommittees of the Waihou, Piako, Coromandel Catchment Authority; and
- 5.17.2 delegate to those subcommittees any functions of the Waihou, Piako, Coromandel Catchment Authority except final approval of the Waihou, Piako and Coromandel Catchments Plan.
- 5.18 The Waihou, Piako, Coromandel Catchment Authority will consider, in particular, whether subcommittees should be appointed to address matters relating to:
- 5.18.1 the waterways of the Coromandel catchment; and
- 5.18.2 the waterways of the Waihou and Piako catchments.

#### MEETINGS OF WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

- 5.19 The Waihou, Piako, Coromandel Catchment Authority will:
- 5.19.1 at its first meeting agree a schedule of meetings that will allow the Authority to achieve its purpose and properly discharge its functions; and
- 5.19.2 review that meeting schedule on a regular basis to ensure that it is sufficient to allow the Authority to achieve its purpose and properly discharge its functions.
- 5.20 The quorum for a meeting of the Waihou, Piako, Coromandel Catchment Authority is not less than eight members, made up as follows:
- 5.20.1 at least four of the members appointed under clauses 5.7.1 or 5.7.2;
- 5.20.2 at least four of the members appointed under clauses 5.7.3 to 5.7.7; and
- 5.20.3 one of the Co-Chairs as one of those eight members.
- 5.21 The Waihou, Piako, Coromandel Catchment Authority must hold its first meeting no later than two months after settlement date.
- 5.22 Members may be accompanied at any meeting by technical or other advisors.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 5: WAIHOU, PIAKO, COROMANDEL CATCHMENT

- 5.23 Unless otherwise agreed, members will meet their own expenses in relation to their participation in the Waihou, Piako, Coromandel Catchment Authority.

#### DECISION-MAKING

- 5.24 The decisions of the Waihou, Piako, Coromandel Catchment Authority must be made by vote at a meeting.

- 5.25 When making a decision the Waihou, Piako, Coromandel Catchment Authority:

5.25.1 will strive to achieve consensus among its members; but

5.25.2 if, in the opinion of the Co-Chairs (or one of them if only one Co-Chair is present), consensus is not practicable after reasonable discussion, then except as provided for in clause 5.26, a decision of the Authority may be made by a majority of those members present and voting at the meeting.

- 5.26 Where, under clause 5.25.2, in the opinion of the Co-Chairs (or one of them if only one Co-Chair is present) consensus is not practicable after reasonable discussion in relation to the following decisions, those decisions may be made with the agreement of 70% or more of the members present and voting at a meeting:

5.26.1 the decision to approve the Waihou, Piako and Coromandel Catchments Plan; and

5.26.2 the approval of the Waihou, Piako, Coromandel Catchment Authority's annual budget.

- 5.27 To avoid doubt, a member of the Waihou, Piako, Coromandel Catchment Authority may not appoint a proxy.

- 5.28 The Co-Chairs may vote on any matter but do not have casting votes.

- 5.29 The members must approach decision-making in a manner that:

5.29.1 is consistent with, and reflects, the purpose of the Waihou, Piako, Coromandel Catchment Authority; and

5.29.2 acknowledges, as appropriate, the interests of iwi and local authorities in particular parts of the area covered by the Waihou, Piako, Coromandel Catchment Authority.

#### APPOINTMENT OF COMMISSIONERS

##### Commissioner register

- 5.30 There will be a register of accredited hearing commissioners developed and maintained for applications for resource consent as outlined in clause 5.35 relating to the waterways of the Waihou, Piako and Coromandel catchments ("**commissioner register**").

- 5.31 The commissioner register will be developed and agreed by the Waihou, Piako, Coromandel Catchment Authority in consultation with [Name yet to be agreed].

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 5: WAIHOU, PIAKO, COROMANDEL CATCHMENT

- 5.32 The Waihou, Piako, Coromandel Catchment Authority will maintain the commissioner register.
- 5.33 The commissioner register must include appointees with:
- 5.33.1 skills, knowledge and experience across a range of disciplines, including tikanga Māori; and
  - 5.33.2 knowledge of the waterways of the Waihou, Piako and Coromandel catchments.
- 5.34 The commissioner register:
- 5.34.1 must be kept under review to ensure that it remains fit for purpose; and
  - 5.34.2 may be amended by the parties referred to in clause 5.31.

#### **Appointment of hearing commissioners**

- 5.35 Clauses 5.36 to 5.41 apply to any application for a resource consent received that:
- 5.35.1 is notified, or is to be notified;
  - 5.35.2 is to:
    - (a) take, use, dam, or divert water in the waterways of the Waihou, Piako and Coromandel catchments;
    - (b) make a point source discharge to the waterways of the Waihou, Piako and Coromandel catchments;
    - (c) undertake any activity listed in section 13 of the Resource Management Act 1991 in relation to the waterways of the Coromandel Waihou, Piako and Coromandel catchments; or
    - (d) undertake any other activity where the relevant authority decides it is appropriate for those clauses to apply.
- 5.36 Where a relevant local authority receives an application for resource consent referred to in clause 5.35, that local authority must, as soon as is practicable, inform the Waihou, Piako, Coromandel Catchment Authority if the application has been or is to be notified and that a hearing may be held.
- 5.37 When appointing hearing commissioners in relation to an application for resource consent referred to in clause 5.35, a relevant local authority:
- 5.37.1 must have particular regard to the commissioner register;
  - 5.37.2 may make appointments from the commissioner register; and
  - 5.37.3 must be guided by the need for the hearing panel to reflect an appropriate range of skills, knowledge and experience, including:

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 5: WAIHOU, PIAKO, COROMANDEL CATCHMENT

- (a) tikanga Māori; and
  - (b) knowledge of the waterways of the Waihou, Piako and Coromandel catchments.
- 5.38 The final decision on the appointment of hearing commissioners will be made by the relevant local authority:
- 5.38.1 in accordance with the Resource Management Act 1991; and
  - 5.38.2 in consultation with the Waihou, Piako, Coromandel Catchment Authority.
- 5.39 The Waihou, Piako, Coromandel Catchment Authority and a relevant local authority may agree in writing that for a specified period:
- 5.39.1 the arrangement for the appointment of commissioners set out in clauses 5.35 to 5.38 will not apply; and
  - 5.39.2 an alternative arrangement for the appointment of commissioners will apply.
- 5.40 The parties record that:
- 5.40.1 Iwi of Hauraki and Waikato Regional Council, Thames Coromandel District Council, Hauraki District Council, Matamata-Piako District Council and South Waikato District Council have entered into a Memorandum of Understanding in relation to the appointment of commissioners in the form set out in the [documents schedule]; and
  - 5.40.2 that Memorandum is an arrangement for the purposes of clause 5.39.2.
- 5.41 To avoid doubt, persons on the commissioner register who are members of an iwi with interests in the waterways of the Waihou, Piako and Coromandel catchments are not automatically disqualified from appointment as a hearing commissioner by virtue only of that person being a member of that iwi.

#### PROVISION OF APPLICATIONS FOR RESOURCE CONSENT

- 5.42 The relevant local authorities will provide to the Waihou, Piako, Coromandel Catchment Authority, the Pare Hauraki collective cultural entity, Ngāti Hauā, Ngāti Hinerangi and Raukawa governance entities an electronic summary, and if requested a copy, of applications for resource consent for activities that:
- 5.42.1 are within (in whole or in part) the waterways of the Waihou, Piako and Coromandel catchments; and
  - 5.42.2 may affect the waterways in those catchments.
- 5.43 In order to facilitate an efficient process for the provision of that information, the Waihou, Piako, Coromandel Catchment Authority will provide to the relevant local authorities guidelines on the nature of information to be provided under clause 5.42, including:
- 5.43.1 the form of the electronic summary or copy to be provided;

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- 5.43.2 whether there are certain types of applications for which a summary does not have to be provided;
  - 5.43.3 the timing of the provision of the summary or copy of applications to the Authority; and
  - 5.43.4 whether clause 5.42 can be suspended and achieved through another agreed approach.
- 5.44 To avoid doubt, the purpose of clause 5.42 is to provide information to the Waihou, Piako, Coromandel Catchment Authority but not to create any other rights or obligations.

#### PROCEDURES AND STANDING ORDERS

- 5.45 The Waihou, Piako, Coromandel Catchment Authority must at its first meeting adopt a set of procedures and standing orders for the operation of the Authority, and may amend those procedures and standing orders from time to time.
- 5.46 The procedures and standing orders of the Waihou, Piako, Coromandel Catchment Authority must not contravene:
- 5.46.1 this collective redress deed; or
  - 5.46.2 tikanga Māori.
- 5.47 A member of the Waihou, Piako, Coromandel Catchment Authority must comply with the procedures and standing orders as amended from time to time by the Authority.
- 5.48 Subject to any inconsistency with the provisions of this deed, the Local Government Official Information and Meetings Act 1987 will apply to the Waihou, Piako, Coromandel Catchment Authority.

#### DECLARATION OF INTEREST

- 5.49 A member of the Waihou, Piako, Coromandel Catchment Authority is required to disclose any actual or potential interest in a matter to the Authority.
- 5.50 The Waihou, Piako, Coromandel Catchment Authority will maintain an interests register and will record any actual or potential interests that are disclosed to the Authority.
- 5.51 A member of the Waihou, Piako, Coromandel Catchment Authority is not precluded from discussing or voting on a matter:
- 5.51.1 merely because the member is affiliated to an iwi or hapū that has customary interests over the waterways of the Waihou, Piako and Coromandel catchments;
  - 5.51.2 merely because the member is a member of a local authority; or
  - 5.51.3 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Waihou, Piako, Coromandel Catchment Authority are advanced by or reflected in:

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- (a) the subject matter under consideration;
  - (b) any decision by or recommendation of the Authority; or
  - (c) participation in the matter by the member.
- 5.52 To avoid doubt, the affiliation of a member of the Waihou, Piako, Coromandel Catchment Authority to an iwi or hapū that has customary interests in area covered the Authority is not an interest that must be disclosed or recorded under clauses 5.49 and 5.50.
- 5.53 A member of the Waihou, Piako, Coromandel Catchment Authority has an actual or potential interest in a matter if he or she:
- 5.53.1 may derive a financial benefit from the matter;
  - 5.53.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter;
  - 5.53.3 may have a financial interest in a person to whom the matter relates;
  - 5.53.4 is a partner, director, officer, Board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
  - 5.53.5 is otherwise directly or indirectly interested in the matter.
- 5.54 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Waihou, Piako, Coromandel Catchment Authority.
- 5.55 In clauses 5.49 to 5.54 "**matter**" means:
- 5.55.1 the Waihou, Piako, Coromandel Catchment Authority performance of its functions or exercise of its powers; or
  - 5.55.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Waihou, Piako, Coromandel Catchment Authority.

#### REPORTING AND REVIEW

- 5.56 The Waihou, Piako, Coromandel Catchment Authority must report annually to the appointers.
- 5.57 The report must:
- 5.57.1 describe the activities of the Waihou, Piako, Coromandel Catchment Authority including the use of the Hearing Commissioner register over the preceding 12 months;
  - 5.57.2 explain how these activities are relevant to the Authority's purpose and functions;
  - 5.57.3 include the report referred to in clause 5.67;

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- 5.57.4 describe any matters of particular relevance to particular iwi, including Ngāti Hauā, Ngāti Hinerangi and Raukawa, and how the Authority has addressed those matters; and
- 5.57.5 include any other matters that the Authority considers to be relevant.
- 5.58 The appointers will, on the date that is three years after the Waihou, Piako, Coromandel Catchment Authority's first meeting, commence a review of the performance of the Authority including on the extent to which:
- 5.58.1 the purpose of the Authority is being achieved; and
- 5.58.2 the functions of the Authority are being exercised effectively.
- 5.59 The appointers may undertake any subsequent review of the performance of the Waihou, Piako, Coromandel Catchment Authority at any time agreed between all of the appointers.
- 5.60 Following any review of the Waihou, Piako, Coromandel Catchment Authority under clauses 5.58 or 5.59, the appointers may make recommendations to the Authority on any relevant matter arising out of that review.

#### LIABILITY

- 5.61 A member of the Waihou, Piako, Coromandel Catchment Authority is not liable for anything done or omitted to be done in good faith in the performance of the Authority's functions or the exercise of its powers.

#### ADMINISTRATIVE ASSISTANCE AND ADVICE TO AUTHORITY

- 5.62 The Waikato Regional Council will provide administrative and technical support to the Waihou, Piako, Coromandel Catchment Authority.
- 5.63 The Waihou, Piako, Coromandel Catchment Authority may make a reasonable request of any relevant government department or local authority to provide information and attend meetings of the Authority.
- 5.64 A government department or local authority will comply with such a request where it is reasonably practicable to do so.

#### CROWN CONTRIBUTION TO COSTS

- 5.65 On settlement date, the Crown will provide \$500,000 to Waikato Regional Council as a one-off contribution to the costs of the establishment and activities of the Waihou, Piako, Coromandel Catchment Authority.
- 5.66 The Waikato Regional Council must, on behalf of the Waihou, Piako, Coromandel Catchment Authority:
- 5.66.1 hold the fund referred to in clause 5.65 and any other funds belonging to the Authority;
- 5.66.2 account for those funds in a separate and identifiable manner; and
- 5.66.3 spend those funds only in accordance with the directions of the Authority.

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### 5: WAIHOU, PIAKO, COROMANDEL CATCHMENT

- 5.67 The Waikato Regional Council must report to the Waihou, Piako, Coromandel Catchment Authority on an annual basis confirming that the Council has complied with clause 5.65.
- 5.68 The Waihou, Piako, Coromandel Catchment Authority may direct the Waikato Regional Council to have an audit undertaken of its compliance with clause 5.66, and the Council must, as soon as practicable, comply with that direction and provide a report from an auditor to the Authority.

#### POTENTIAL LOCAL GOVERNMENT REORGANISATION

- 5.69 The parties acknowledge that in the event of future local government reorganisation, the local government membership of the Waihou, Piako, Coromandel Catchment Authority may have to be reconfigured to reflect that reorganisation.
- 5.70 Any reconfiguration in accordance with clause 5.68 may only be undertaken following engagement with the Pare Hauraki collective cultural entity, the governance entities for Ngāti Hauā, Ngāti Hinerangi and Raukawa and the Waihou, Piako, Coromandel Catchment Authority.

#### [NAME YET TO BE AGREED]

- 5.71 The [Name yet to be agreed] will be established in relation to the waterways of the upper Waihou and Piako catchments.

#### Functions

- 5.72 The functions of [Name yet to be agreed] will be to:
- 5.72.1 draft the upper Waihou and Piako section of the Waihou, Piako and Coromandel Catchments Plan for the decision of the Waihou, Piako, Coromandel Catchment Authority (in accordance with the process in clause 5.101);
  - 5.72.2 propose names of hearings commissioners for the upper Waihou and Piako section of the hearing commissioners register referred to in clause 5.30;
  - 5.72.3 recommend to the Waihou, Piako, Coromandel Catchment Authority public engagement on issues relating to the upper Waihou and Piako waterways;
  - 5.72.4 participate in community and agency engagement on issues relating to the upper Waihou and Piako waterways; and
  - 5.72.5 recommend to the Waihou, Piako, and Coromandel Catchment Authority monitoring measures for the upper catchment to form part of any catchment wide approach to monitoring.

#### Membership

- 5.73 [Name yet to be agreed] will consist of 8 members as follows:
- 5.73.1 one member appointed by Ngāti Hauā;
  - 5.73.2 one member appointed by Ngāti Hinerangi;

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- 5.73.3 one member appointed by Raukawa;
- 5.73.4 one member appointed by the Pare Hauraki collective cultural entity;
- 5.73.5 one member appointed by the Waikato Regional Council;
- 5.73.6 one member appointed by the Matamata-Piako District Council; and
- 5.73.7 one member appointed by the Hauraki District Council; and
- 5.73.8 one member appointed by the South Waikato District Council.

#### **Appointment of member of Waihou, Piako, Coromandel Catchment Authority**

- 5.74 Clause 5.75 applies to the appointment of the member of the Waihou, Piako, Coromandel Catchment Authority under clause 5.7.2.
- 5.75 The members of [Name yet to be agreed] appointed by the governance entities for Ngati Haua, Ngati Hinerangi and Raukawa will jointly make the appointment referred to in clause 5.7.2.
- 5.76 To avoid doubt, the member of the Waihou, Piako, Coromandel Catchment Authority appointed under clause 5.7.2 will act in the interests of that Authority rather than in the interests of the appointers referred to in clause 5.7.2.

#### **WAIHOU, PIAKO AND COROMANDEL CATCHMENTS PLAN**

##### **Purpose of Waihou, Piako and Coromandel Catchments Plan**

- 5.77 The Waihou, Piako, Coromandel Catchment Authority must prepare and approve the Waihou, Piako and Coromandel Catchments Plan in accordance with the process set out in this part.
- 5.78 The purpose of the Waihou, Piako and Coromandel Catchments Plan is to:
  - 5.78.1 identify the issues, vision, objectives and desired outcomes for the waterways of the Waihou, Piako and Coromandel catchments;
  - 5.78.2 provide direction to decision-makers where decisions are being made in relation to the waterways of the Waihou, Piako and Coromandel catchments; and
  - 5.78.3 convey the Waihou, Piako, Coromandel Catchment Authority's aspirations for the health and wellbeing of the waterways of the Waihou, Piako and Coromandel catchments.
- 5.79 The Waihou, Piako and Coromandel Catchments Plan may also address other matters that the Waihou, Piako, Coromandel Catchment Authority considers relevant to the purpose of that plan, such as (without limitation):
  - 5.79.1 kaitiakitanga and mātauranga Māori;
  - 5.79.2 mahinga kai and cultural activities;
  - 5.79.3 water quality;

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- 5.79.4 water quantity;
  - 5.79.5 the effects of land-based activities on the waterways;
  - 5.79.6 environmental health and biodiversity; and
  - 5.79.7 gravel extraction.
- 5.80 To avoid doubt, the Waihou, Piako and Coromandel Catchments Plan may not contain rules or other methods.

**Plan may form part of regional policy statement**

- 5.81 The Waihou, Piako, Coromandel Catchment Authority may specify in the Waihou, Piako and Coromandel Catchments Plan that the plan (as a whole or in specified parts) may form part of the Waikato regional policy statement.
- 5.82 The Waikato Regional Council may in its discretion, and at any time after the approval of the Waihou, Piako and Coromandel Catchments Plan, determine that the plan (in whole or in part) is to form part of the Waikato regional policy statement ("**direct incorporation**").
- 5.83 The determination under clause 5.82:
- 5.83.1 may only provide for direct incorporation of the Waihou, Piako and Coromandel Catchments Plan (or parts of the plan) if provision is made for that approach under clause 5.81; and
  - 5.83.2 must be made by the full Waikato Regional Council rather than a committee of that council.
- 5.84 The Waikato Regional Council must consider and may make a new determination as to direct incorporation on each occasion when:
- 5.84.1 a new Waihou, Piako and Coromandel Catchments Plan is approved; or
  - 5.84.2 a review of the regional policy statement is commenced.
- 5.85 In considering whether to make a determination under clause 5.82 the Waikato Regional Council must consider:
- 5.85.1 whether the Waihou, Piako and Coromandel Catchments Plan, or the specified parts of the plan, are in a suitable form for direct incorporation;
  - 5.85.2 the purpose of the Resource Management Act 1991;
  - 5.85.3 the purpose of the Waihou, Piako and Coromandel Catchments Plan; and
  - 5.85.4 any submissions made on the draft Waihou, Piako and Coromandel Catchments Plan in relation to direct incorporation.
- 5.85A Before making a determination under clause 5.82, the Waikato Regional Council may refer specified parts of the Waihou, Piako and Coromandel Catchment Plan to the Waihou, Piako, Coromandel Catchment Authority for reconsideration along with the reasons for the reference.

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- 5.85B The Waihou, Piako, Coromandel Catchment Authority must consider any reference under clause 5.85B, and may at its discretion:
- 5.85B.1 provide the Waikato Regional Council with any amendments to the Waihou, Piako and Coromandel Catchments Plan; or
  - 5.85B.2 advise the Waikato Regional Council that there will be no further amendments to the Waihou, Piako and Coromandel Catchments Plan.
- 5.85C If the Waihou, Piako, Coromandel Catchment Authority intends to make an amendment under clause 5.85B.2, the Authority is not required to comply with any of the provisions relating to notification of or submissions on the draft plan.
- 5.85D Once the amendment is made, the Authority must give public notice of the amended plan in accordance with clause 5.112 and comply with clauses 5.113 to 5.115.
- 5.86 If a determination is made under clause 5.82, the Waikato Regional Council must, as soon as practicable after the determination is made, provide for direct incorporation of the Waihou, Piako and Coromandel Catchments Plan into the Waikato regional policy statement and publicly notify the change within 5 working days.
- 5.87 From the date of direct incorporation, to the extent that there is an inconsistency between a provision in the Waihou, Piako and Coromandel Catchments Plan and any existing provision in the Waikato regional policy statement, the provision in the Waihou, Piako and Coromandel Catchments Plan prevails.
- 5.88 To avoid doubt:
- 5.88.1 clauses 5.81 to 5.87 apply only to those parts of the Waihou, Piako and Coromandel Catchments Plan that are relevant to the Resource Management Act 1991;
  - 5.88.2 Schedule 1 of the Resource Management Act 1991 does not apply to direct incorporation;
  - 5.88.3 direct incorporation does not require a local authority to initiate a review, variation or change to any Resource Management Act 1991 planning document; and
  - 5.88.4 following direct incorporation:
    - (a) the component of the regional policy statement containing the Waihou, Piako and Coromandel Catchments Plan may not be amended, including through a Schedule 1 Resource Management Act 1991 process, unless an such amendment is necessary to give effect to an obligation on the local authority under section 55 of the Resource Management Act 1991;
    - (b) where any provision of the regional policy statement (containing the Waihou, Piako and Coromandel Catchments Plan) conflicts with any other provision in the regional policy statement that was included to give effect to an obligation on the local authority under section 55 of the Resource Management Act 1991, the latter provision will prevail;

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- (c) where there is a conflict of the type referred to in clause 5.88.4(b), the Waikato Regional Council will, following consultation with the Waihou, Piako, Coromandel Catchment Authority, amend the regional policy statement to remove that conflict; and
- (d) to avoid doubt, the Waikato Regional Council may, in accordance with and at the times specified in clause 5.84, determine that the Waihou, Piako and Coromandel Catchments Plan will no longer be directly incorporated into the Waikato regional policy statement.

#### **Effect on Resource Management Act 1991 planning documents**

- 5.89 Clauses 5.90 to 5.95 apply where the Waihou, Piako and Coromandel Catchments Plan is not incorporated as part of Waikato regional policy statement under clause 5.82.
- 5.90 In preparing, reviewing, varying or changing a relevant Resource Management Act 1991 planning document, a local authority must recognise and provide for the vision, objectives and desired outcomes in the Waihou, Piako and Coromandel Catchments Plan.
- 5.91 The obligation under clause 5.90 applies each time that a local authority prepares, reviews, varies or changes a relevant Resource Management Act 1991 planning document.
- 5.92 To avoid doubt, the obligation under clause 5.90 does not require a local authority to initiate a review, variation or change to a relevant Resource Management Act 1991 planning document, but applies on the next review, variation or change initiated by that local authority.
- 5.93 Clause 5.94 applies until such time as:
  - 5.93.1 the plan forms part of Waikato regional policy statement; or
  - 5.93.2 the obligation under clause 5.90 is complied with.
- 5.94 Where a consent authority is processing or making a decision on an application for resource consent in relation to the waterways of the Waihou, Piako or Coromandel catchments, that consent authority must have regard to the Waihou, Piako and Coromandel Catchments Plan.
- 5.95 To avoid doubt, the requirements and procedures in Part 5 and Schedule 1 of the Resource Management Act 1991 apply to the obligation under clause 5.90.

#### **Effect on fisheries processes**

- 5.96 The parties acknowledge that:
  - 5.96.1 the Waihou, Piako and Coromandel Catchments Plan will influence relevant Resource Management Act 1991 planning documents in the manner set out in clauses 5.81 to 5.95; and
  - 5.96.2 under section 11 of the Fisheries Act 1996, the Minister for Primary Industries is required to have regard to regional policy statements and

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regional plans under the Resource Management Act 1991, before setting or varying any sustainability measures.

#### Effect on Local Government Acts

- 5.97 A local authority must have particular regard to the Waihou, Piako and Coromandel Catchments Plan when making any decision under the Local Government Act 2002 or Local Government Act 1974 in relation to the waterways of the Waihou, Piako and Coromandel catchments.

#### Compliance with obligations

- 5.98 The obligations under clauses 5.81 to 5.97 apply:
- 5.98.1 where the exercise of those functions, duties or powers relate to the waterways of the Waihou, Piako and Coromandel catchments;
  - 5.98.2 to the extent that the Waihou, Piako and Coromandel Catchments Plan is relevant to the matters covered by the relevant legislation; and
  - 5.98.3 in a manner that is consistent with the purpose of the relevant legislation.

#### PREPARATION OF PLAN

- 5.99 The following process applies to the preparation of the Waihou, Piako and Coromandel Catchments Plan :
- 5.99.1 the Waihou, Piako, Coromandel Catchment Authority must commence the preparation of the draft Waihou, Piako and Coromandel Catchments Plan not later than three months after the first meeting of the Authority;
  - 5.99.2 the Waihou, Piako, Coromandel Catchment Authority must meet to discuss the process for the preparation of the draft Waihou, Piako and Coromandel Catchments Plan;
  - 5.99.3 the Waihou, Piako, Coromandel Catchment Authority must consult and seek comment from appropriate persons and organisations on the preparation of the draft Waihou, Piako and Coromandel Catchments Plan; and
  - 5.99.4 the Waihou, Piako, Coromandel Catchment Authority may prepare and approve the Waihou, Piako and Coromandel Catchments Plan in parts and in stages, including addressing different geographical areas in different stages.
- 5.100 In preparing a draft Waihou, Piako and Coromandel Catchments Plan:
- 5.100.1 the Waihou, Piako, Coromandel Catchment Authority must ensure that the contents of the draft Waihou, Piako and Coromandel Catchments Plan are consistent with the purpose of that plan;
  - 5.100.2 the Waihou, Piako, Coromandel Catchment Authority must:
    - (a) consider and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the draft Waihou, Piako and Coromandel Catchments Plan; and

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- (b) consider other relevant statutory and non-statutory documents that are relevant to the waterways of the Coromandel, Waihou and Piako catchments; and

5.100.3 compliance with the obligations under clause 5.100.2 only requires a level of detail that is proportionate to the nature and contents of the plan.

**Upper Waihou and Piako catchment provisions**

5.101 The following provisions apply to the preparation of the content of the draft Waihou, Piako and Coromandel Catchments Plan that applies specifically to the upper Waihou and Piako catchments ("**upper Waihou and Piako plan section**"):

5.101.1 [Name yet to be agreed] must draft the upper Waihou and Piako plan section;

5.101.2 [Name yet to be agreed] must recommend the upper Waihou and Piako plan section to the Waihou, Piako, Coromandel Catchment Authority for its decision;

5.101.3 if the Waihou, Piako, Coromandel Catchment Authority does not approve any part of the content recommended by [Name yet to be agreed]:

- (a) the Waihou, Piako, Coromandel Catchment Authority must return the content to [Name yet to be agreed] to consider the matters of disagreement;

- (b) [Name yet to be agreed] must consider those matters of disagreement, and provide a response and revised content to the Waihou, Piako, Coromandel Catchment Authority;

- (c) [PROVISION TO BE DISCUSSED on process for plan finalisation]

5.101.4 the process referred to in clauses 5.101.2 and 5.101.3 will also apply, with necessary modification, to any proposed amendments under clause 5.110 as a result of submissions to the upper Waihou and Piako plan section;

5.101.5 to avoid doubt:

- (a) the Waihou, Piako, Coromandel Catchment Authority may prepare content for the plan that has broader application including over the upper Waihou and Piako catchments [PROVISION TO BE DISCUSSED on changes to the content recommended by [Name yet to be agreed]];

- (b) the Waihou, Piako, Coromandel Catchment Authority will have responsibility for overall integration of the plan components;

- (c) the Waihou, Piako, Coromandel Catchment Authority will consult with [Name yet to be agreed] in relation to amendments to the upper Waihou and Piako plan section that are necessary to achieve integration; and

- (d) the Waihou, Piako, Coromandel Catchment Authority has the responsibility for final approval of the plan.

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**NOTIFICATION OF AND SUBMISSIONS ON PLAN**

- 5.102 When the Waihou, Piako, Coromandel Catchment Authority has prepared the draft Waihou, Piako and Coromandel Catchments Plan (in whole or in part), the Authority:
- 5.102.1 must notify it by giving public notice;
  - 5.102.2 may notify it by any other means that the Authority considers appropriate; and
  - 5.102.3 must ensure that the draft Waihou, Piako and Coromandel Catchments Plan and any other document that the considers relevant are made available for public inspection.
- 5.103 The component of the Waihou, Piako and Coromandel Catchments Plan relating to the waterways of the Waihou and Piako catchments must be:
- 5.103.1 notified not later than 18 months after the date of the first meeting of the Waihou, Piako, Coromandel Catchment Authority; and
  - 5.103.2 approved not later than three years after the date of the first meeting of the Waihou, Piako, Coromandel Catchment Authority.
- 5.104 The component of the Waihou, Piako and Coromandel Catchments Plan relating to the waterways of the Coromandel catchment must be:
- 5.104.1 notified not later than three years after the date of the first meeting of the Waihou, Piako, Coromandel Catchment Authority; and
  - 5.104.2 approved not later than five years after the date of the first meeting of the Waihou, Piako, Coromandel Catchment Authority.
- 5.105 The public notice must:
- 5.105.1 state that the draft Waihou, Piako and Coromandel Catchments Plan is available for inspection at the places and times specified in the notice;
  - 5.105.2 state that persons or organisations may lodge submissions on the draft Waihou, Piako and Coromandel Catchments Plan:
    - (a) with the Waihou, Piako, Coromandel Catchment Authority;
    - (b) at the place specified in the notice; and
    - (c) before the date specified in the notice;
  - 5.105.3 state that persons may, in particular, include in a submission comments on the potential for the Waihou, Piako and Coromandel Catchments Plan to be directly incorporated (in whole or in part) into the regional policy statement; and
  - 5.105.4 invite persons to state in their submission whether they wish to be heard in person in support of their submission.

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- 5.106 The date for the lodging submissions specified in the notice must be at least 60 working days after the date of the publication of the notice.
- 5.107 Any person or organisation may make a written or electronic submission on the draft Waihou, Piako and Coromandel Catchments Plan in the manner described in the public notice.
- 5.108 The Waihou, Piako, Coromandel Catchment Authority must prepare and make publicly available prior to the hearing a summary of submissions report.
- 5.109 Where a person requests to be heard in support of their submission the Waihou, Piako, Coromandel Catchment Authority:
- 5.109.1 must give at least 30 working days' notice to the person of the date and time at which they will be heard;
  - 5.109.2 must appoint a hearings panel and hold a hearing for that purpose;
  - 5.109.3 may appoint a subcommittee as the hearing panel.

#### APPROVAL OF PLAN

- 5.110 The Waihou, Piako, Coromandel Catchment Authority must consider any written or oral submissions, to the extent that those submissions relate to matters that are within the scope of the Waihou, Piako and Coromandel Catchments Plan, and may amend that draft plan.
- 5.111 The Waihou, Piako, Coromandel Catchment Authority must then approve the Waihou, Piako and Coromandel Catchments Plan.
- 5.112 The Waihou, Piako, Coromandel Catchment Authority:
- 5.112.1 must notify the approved Waihou, Piako and Coromandel Catchments Plan by giving public notice; and
  - 5.112.2 may notify the Waihou, Piako and Coromandel Catchments Plan by any other means that the Authority considers appropriate.
- 5.113 The public notice must state:
- 5.113.1 where the Waihou, Piako and Coromandel Catchments Plan is available for public inspection; and
  - 5.113.2 when the Waihou, Piako and Coromandel Catchments Plan comes into force.
- 5.114 At the time of giving public notice of the approved plan, the Waihou, Piako, Coromandel Catchment Authority must also make available a decision report that identifies how submissions were considered and dealt with by the Authority.
- 5.115 The plan:
- 5.115.1 comes into force on the date specified in the public notice; and

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- 5.115.2 must be available for public inspection at the local offices of the relevant local authorities and government departments.
- 5.116 The Waihou, Piako, Coromandel Catchment Authority may request from the local authorities and government departments reports or advice to assist in the preparation or approval of the Waihou, Piako and Coromandel Catchments Plan.
- 5.117 The relevant local authority and a government department must comply with such a request where it is reasonably practicable to do so.

#### REVIEW OF AND AMENDMENTS TO THE PLAN

- 5.118 The Waihou, Piako, Coromandel Catchment Authority must commence a review of the Waihou, Piako and Coromandel Catchments Plan:
- 5.118.1 not later than 10 years after the approval of the first Waihou, Piako and Coromandel Catchments Plan; and
- 5.118.2 not later than 10 years after the completion of the previous review.
- 5.119 If the Waihou, Piako, Coromandel Catchment Authority considers as a result of a review that the Waihou, Piako and Coromandel Catchments Plan should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 5.99 to 5.114 (modified as necessary).
- 5.120 If the Waihou, Piako, Coromandel Catchment Authority considers the Waihou, Piako and Coromandel Catchments Plan should be amended in a manner that is of minor effect, the amendment may be approved under clause 5.111, and the Authority must comply with clauses 5.112 to 5.115.

#### FRESHWATER VALUES AND OBJECTIVES

- 5.121 The contents of the Waihou, Piako and Coromandel Catchments Plan do not pre-determine the identification of freshwater values or objectives that are to be set by local authorities and their communities under the National Policy Statement for Freshwater Management 2014.

#### APPLICATION OF STATUTORY FRAMEWORKS

- 5.122 Except as otherwise provided for, nothing in part 5 affects the application of, or decision-making under, statutory frameworks.

#### DEFINITIONS

- 5.123 In this Part:
- 5.123.1 "**accredited**" in relation to hearing commissioners has the same meaning as in section 2 of the Resource Management Act 1991;
- 5.123.2 "**Authority**" means the Waihou, Piako, Coromandel Catchment Authority;
- 5.123.3 "**direct incorporation**" has the meaning set out in clause 5.82;
- 5.123.4 "**plan**" means the Waihou, Piako and Coromandel Catchments Plan;

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- 5.123.5 "relevant RMA planning document" means a regional policy statement, regional plan or district plan; and
- 5.123.6 "waterway" means any river, stream, lake or other natural fresh water body, and includes any tributary flowing into such water bodies.

## 6 CULTURAL REDRESS: MOEHAU AND TE AROHA

### MOEHAU

- 6.1 To avoid doubt:
- 6.1.1 clauses 7.4 to 7.6.1 apply to clauses 6.2 to 6.95; and
  - 6.1.2 clause 7.6.2 applies to clauses 6.2 to 6.95 to the extent it is not already covered by those clauses.

### Vesting of Moehau Tupuna Maunga

- 6.2 The Pare Hauraki collective redress legislation will, on the terms provided by sections 25 and 29 of the draft collective bill–
- 6.2.1 on the settlement date, vest in the Pare Hauraki collective cultural entity the fee simple estate in Moehau Tupuna Maunga (being Part Moehau Ecological Area and Part Coromandel Forest Park) as a government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve; and
  - 6.2.2 provide that despite that vesting, improvements in or on Moehau Tupuna Maunga do not vest (see clause 6.95); and
  - 6.2.3 provide that Moehau Tupuna Maunga ceases to be part of the Hauraki Gulf Marine Park, being the park established under section 33 of the Hauraki Gulf Marine Park Act 2000.

### Creation of Moehau Tupuna Maunga Reserve

- 6.3 The Pare Hauraki collective redress legislation will, on the terms provided by sections 19 to 27 of the draft collective bill, provide for the creation of a reserve comprising the following:
- 6.3.1 Moehau Area:
  - 6.3.2 Moehau Tupuna Maunga:
  - 6.3.3 Urarima.
- 6.4 The reserve will be –
- 6.4.1 classified as a government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve subject to section 22 of the Reserves Act 1977; and
  - 6.4.2 named Moehau Tupuna Maunga Reserve; and
  - 6.4.3 created after the vesting of Moehau Tupuna Maunga under clause 6.2 and of Urarima in the trustees of the Ngāti Tamaterā Treaty Settlement Trust, being the trust of that name established by trust deed dated 22 October 2013.

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6.5 The Pare Hauraki collective redress legislation will, on the terms provided by sections 20 of the draft collective bill, provide that –

6.5.1 the Moehau Area remains in Crown ownership and part of the Hauraki Gulf Marine Park; and

6.5.2 Moehau Tupuna Maunga is to be managed as if it were part of that Park.

#### **Purposes of the Reserve**

6.6 The purposes of the Moehau Tupuna Maunga Reserve (**Reserve**, in this part 6) will be to:

6.6.1 protect and enhance the spiritual, cultural, ancestral, customary and historical relationship between the Iwi of Hauraki and Moehau, being a tupuna maunga and taonga of the utmost significance, and such protection and enhancement will include:

(a) the protection of wāhi tapu areas; and

(b) respecting and preserving mātauranga Māori, including allowing mātauranga Māori to inform decision-making;

6.6.2 protect the significant ecological values at the Reserve, including as a nationally-significant site for indigenous species, including through:

(a) the maintenance of viable local and national populations of indigenous species; and

(b) the eradication of introduced plants and animals (as far as possible); and

6.6.3 establish and maintain an integrated management regime in relation to the Reserve that is both effective and efficient.

#### **Administering body for Reserve**

6.7 A joint body will be established to be the administering body for the Reserve.

6.8 The joint body will be called the Moehau Tupuna Maunga Board.

6.9 The Moehau Tupuna Maunga Board (**Board**, in this part 6) will be the administering body for the Reserve for the purposes of the Reserves Act 1977, and that Act will apply as if the Reserve were vested in the Board under section 26 of the Act.

#### **Membership**

6.10 The Board will consist of up to six members as follows:

6.10.1 three members appointed by the Pare Hauraki collective cultural entity; and

6.10.2 up to three members appointed by the Director-General who are to be senior staff members from the Department of Conservation (one member being a Tier 3 (or higher) manager).

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#### Purposes of Board

- 6.11 The purpose of the Board is to achieve the purposes of the Reserve.
- 6.12 The members of the Board must act in a manner so as to achieve the purposes of the Board.
- 6.13 In achieving its purposes the Board must operate in a manner that is consistent with tikanga Māori.

#### Functions

- 6.14 The principal function of the Board is to achieve the purposes of the Reserve.
- 6.15 The specific functions of the Board are to:
  - 6.15.1 provide governance and direction for the Reserve;
  - 6.15.2 approve a plan for the Reserve under section 41 of the Reserves Act 1977; and
  - 6.15.3 take any other action that is considered by the Board to be appropriate to achieve its purposes.

#### Reserve management plan

- 6.16 Subject to clauses 6.17 and 6.20, a management plan for the Reserve will be prepared and approved in accordance with section 41 of the Reserves Act 1977.
- 6.17 The Pare Hauraki collective cultural entity and the Director-General must:
  - 6.17.1 jointly prepare the draft management plan; and
  - 6.17.2 prior to commencing the preparation of the draft management plan engage with the Board on:
    - (a) the principal matters to be addressed in the management plan; and
    - (b) the manner in which those matters should be addressed.
- 6.18 The Pare Hauraki collective cultural entity and the Director-General must:
  - 6.18.1 identify interested parties who should be given an opportunity to comment on the draft management plan;
  - 6.18.2 identify appropriate methods for giving public notice of the draft management plan; and
  - 6.18.3 seek comment on the draft management plan:
    - (a) from the interested parties identified under clause 6.18.1; and
    - (b) through the public notice; and
  - 6.18.4 provide all comments received to the Board for its consideration.

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### 6: CULTURAL REDRESS: MOEHAU AND TE AROHA

- 6.19 The management plan will be approved by the Board.
- 6.20 At the time that the management plan is approved, the Board will make available a decision report setting out:
- 6.20.1 a summary of any comments made on the draft management plan; and
  - 6.20.2 how the comments were considered and dealt with by the Board.

#### **Annual Moehau operational plan**

- 6.21 Each financial year, an annual Moehau operational plan will provide a framework in which:
- 6.21.1 the Director-General will carry out operational management of the reserve for that year;
  - 6.21.2 the Pare Hauraki collective cultural entity may at its discretion, carry out that management with the Director-General.
- 6.22 The draft annual Moehau operational plan will be prepared by the Director-General and the Pare Hauraki collective cultural entity.
- 6.23 The draft annual Moehau operational plan must then be submitted to the Board.
- 6.24 The Board:
- 6.24.1 must consider the draft annual Moehau operational plan;
  - 6.24.2 must determine whether the draft annual Moehau operational plan is consistent with the reserve management plan (once a reserve management plan has been approved); and
  - 6.24.3 must:
    - (a) accept the draft annual Moehau operational plan in its entirety as being consistent with the reserve management plan; or
    - (b) accept part of the draft annual Moehau operational plan as being consistent with the reserve management plan; or
    - (c) reject the draft annual Moehau operational plan in its entirety.
- 6.25 The Board must notify the Director-General and the Pare Hauraki collective cultural entity of its decision as soon as practicable after receiving the draft Moehau annual operational plan.
- 6.26 If the Board accepts only part of, or rejects, the draft annual Moehau operational plan, the Board must:
- 6.26.1 notify the Director-General and the Pare Hauraki collective cultural entity of those parts of the plan that are accepted;
  - 6.26.2 refer those parts of the plan that are not accepted to the Director-General and the Pare Hauraki collective cultural entity; and

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- 6.26.3 meet with the Director-General and the Pare Hauraki collective cultural entity to discuss the Board's decision.
- 6.27 The Board, the Director-General and the Pare Hauraki collective cultural entity will work together in an open and constructive manner to seek to resolve any disagreement over the draft annual Moehau operational plan with the intention that the whole plan will be in a form acceptable to the Board as soon as possible.
- 6.28 To avoid doubt, from the commencement of the relevant year, the Director-General and the Pare Hauraki collective cultural entity:
- 6.28.1 must, subject to the case of the Pare Hauraki collective cultural entity to clause 6.21.2, undertake management activities in accordance with the accepted parts of the operational plan;
- 6.28.2 may, in emergency circumstances, undertake such other management activities considered necessary for the safety of the Reserve or any person or group in the Reserve; and
- 6.28.3 each retain discretion over how their respective funds are spent in order to implement the annual Moehau operational plan.
- 6.29 At the end of each year the Director-General and the Pare Hauraki collective cultural entity will report to the Board on the implementation of the annual Moehau operational plan for that year
- 6.30 The annual Moehau operational plan must include the following information to the extent that information is relevant to the particular year:
- 6.30.1 information relating to the matters specified in clause 6.31 for the financial year to which the plan relates;
- 6.30.2 relevant financial information contained in the Department's long-term forecasts for all activities and functions relating to Moehau where such information is available;
- 6.30.3 relevant financial information held by the Pare Hauraki collective cultural entity for all activities and functions the entity elected to carry out and where such information is available; and
- 6.30.4 any other information agreed by the Board and the Director-General, including any information relating to future financial years.
- 6.31 The matters referred to in clause 6.30 include:
- 6.31.1 the sources and extent of funding for operational management;
- 6.31.2 restoration work;
- 6.31.3 capital projects;
- 6.31.4 strategic, policy, and planning projects;
- 6.31.5 maintenance and operational projects;

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### 6: CULTURAL REDRESS: MOEHAU AND TE AROHA

- 6.31.6 levels of service to be provided by the Department and, subject to clause 6.21.2, the Pare Hauraki collective cultural entity;
  - 6.31.7 pest control;
  - 6.31.8 species management;
  - 6.31.9 contracts for management or maintenance activities;
  - 6.31.10 facilitation of authorised cultural activities;
  - 6.31.11 educational programmes;
  - 6.31.12 Pare Hauraki collective cultural entity programmes, including specific iwi or hapū programmes;
  - 6.31.13 opportunities for the Iwi of Hauraki to carry out or participate in any of the activities described in clauses 6.31.2 to 6.31.12.
- 6.32 The Pare Hauraki collective cultural entity and the Director-General must agree the first annual Moehau operational plan for the financial year commencing on the first day of July after settlement date.

#### **Operational management**

- 6.33 The operational management of the Reserve will be undertaken by the Director-General and, subject to clause 6.21.2, the Pare Hauraki collective cultural entity.
- 6.34 The Director-General must carry out this responsibility in accordance with:
- 6.34.1 the current annual Moehau operational plan;
  - 6.34.2 any standard operating procedures agreed between the Board and the Director-General; and
  - 6.34.3 any delegations made to the Director-General.

#### **Authorised cultural activities**

- 6.35 In clauses 6.36 to 6.45 the phrase “**authorised cultural activity**” means:
- 6.35.1 the erection of pou or flags;
  - 6.35.2 an instructional or educational hīkoi;
  - 6.35.3 a wānanga, hui, or pōwhiri;
  - 6.35.4 an event that celebrates the maunga as a distinguishing and land-shaping feature of Pare Hauraki;
  - 6.35.5 an event that marks or celebrates the history of Aotearoa, Waitangi Day, or Matariki;
  - 6.35.6 an event that celebrates the ancestral association, or exercises the mana, of the Iwi of Hauraki with or over the maunga;

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### 6: CULTURAL REDRESS: MOEHAU AND TE AROHA

- 6.35.7 an event that celebrates the Pare Hauraki collective in its collective capacity;
- 6.35.8 an event that celebrates an iwi or a hapū of Hauraki; or
- 6.35.9 any other activity in relation to which provisions are included in the reserve management plan.
- 6.36 The Pare Hauraki collective cultural entity may grant approval to one or more members of Pare Hauraki to carry out an authorised cultural activity on the Reserve.
- 6.37 If requested by an Iwi of Hauraki, the Pare Hauraki collective cultural entity must devolve to that iwi the decision-making role under clause 6.36 in respect of authorising cultural activities for members of that Iwi.
- 6.38 The Pare Hauraki collective cultural entity must notify the Board if it devolves its decision-making responsibility in accordance with clause 6.37.
- 6.39 The Pare Hauraki collective cultural entity, or an Iwi where there has been a devolution in accordance with clause 6.37, may grant approval for the carrying out of an authorised cultural activity only if it is satisfied that:
- 6.39.1 the activity will comply with the relevant provisions of the reserve management plan (where such a plan has been approved), including any terms and conditions prescribed in the plan in respect of the activity or an activity of that type;
- 6.39.2 the activity will comply with the Resource Management Act 1991;
- 6.39.3 any permission or other authorisation required under the Reserves Act 1977 from any person other than the Board in respect of the carrying out of the activity has been obtained;
- 6.39.4 the activity will comply with any other relevant enactment (for example, the Heritage New Zealand Pouhere Taonga Act 2014, the Burial and Cremation Act 1964, and the Health Act 1956); and
- 6.39.5 any adverse effects on the ecological integrity or viability of indigenous species are no more than minor.
- 6.40 If the authorised cultural activity involves the erection of one or more structures, the Pare Hauraki collective cultural entity, or an Iwi where there has been a devolution in accordance with clause 6.37, must also be satisfied that each structure is:
- 6.40.1 temporary or moveable; or
- 6.40.2 if permanent, symbolic only (for example, pou whenua or waharoa) or necessary for cultural interpretation (for example, a sign explaining a feature or an event).
- 6.41 The Pare Hauraki collective cultural entity, or an Iwi where there has been a devolution in accordance with clause 6.37, must give the Board notice, in writing or electronically, of an activity for which it has granted approval under clause 6.39.
- 6.42 Notice must be given as soon as possible, but no fewer than five working days before the day, or the first day, on which the activity is to be carried out.

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### 6: CULTURAL REDRESS: MOEHAU AND TE AROHA

- 6.43 If the Pare Hauraki collective cultural entity, or an Iwi where there has been a devolution in accordance with clause 6.37, grants approval to carry out an authorised cultural activity under this section, any permission or other authorisation required under the Reserves Act 1977 from the Board in respect of the carrying out of the activity is deemed to have been granted.
- 6.44 The reserve management plan will prescribe any terms and conditions in relation to members of the Iwi of Hauraki carrying out an authorised cultural activity.
- 6.45 To avoid doubt, terms or conditions must not be of such a nature that an activity is effectively prohibited.

#### **Other cultural activities in the reserve management plan**

- 6.46 The Board must, in its engagement under clause 6.18, consider the inclusion in the reserve management plan:
- 6.46.1 provisions relating to members of the Iwi of Hauraki carrying out other activities for cultural or spiritual purposes on the Reserve; and
  - 6.46.2 provisions that recognise the members' traditional or ancestral ties to those lands.
- 6.47 Without limiting clause 6.46, the Board must consider the inclusion of provisions in the reserve management plan that relate to members of the Iwi of Hauraki carrying out the following activities:
- 6.47.1 limited land cultivation for harvesting of plants for traditional use;
  - 6.47.2 limited collection of other materials;
  - 6.47.3 archaeological activities;
  - 6.47.4 hāngi;
  - 6.47.5 tribally significant tangihanga or hari tūpāpaku and the interment of tūpāpaku;
  - 6.47.6 spiritual and cultural traditional practices and ceremonies other than those described in clauses 6.35.1 to 6.35.8;
  - 6.47.7 nohoanga;
  - 6.47.8 the permanent erection of symbolic structures and signage; and
  - 6.47.9 activities that exercise kaitiakitanga or manaakitanga, including overnight occupation.
- 6.48 In considering the matter referred to in clause 6.47.1, the Board must consider:
- 6.48.1 whether such cultivation or harvesting will have no more than minor adverse effects on the ecological integrity of the Moehau Tūpuna Maunga Reserve or the viability of indigenous species; and

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### 6: CULTURAL REDRESS: MOEHAU AND TE AROHA

- 6.48.2 the use of any ecologically and culturally appropriate plant materials naturally occurring in the area.
- 6.49 If, after such consideration, provisions are included in the reserve management plan relating to the carrying out of an activity described in clause 6.47:
- 6.49.1 the plan must prescribe any terms and conditions in relation to the carrying out of the activity; but
- 6.49.2 such terms or conditions must not be of such a nature that an activity is effectively prohibited.

#### Further provisions for Board

- 6.50 Clauses 6.51 to 6.90 set out further provisions relating to the operation of the Board.

#### Capacity

- 6.51 The Board will have such powers as are reasonably necessary for it to carry out its functions:
- 6.51.1 in a manner consistent with this part; and
- 6.51.2 subject to clause 6.51.1, the Reserves Act 1977.

#### Members of the Board

- 6.52 Members of the Board:
- 6.52.1 are appointed for a term of three years, unless the member resigns during that term; and
- 6.52.2 may be reappointed at the sole discretion of the relevant appointer.
- 6.53 In appointing their respective members to the Board, the Pare Hauraki collective cultural entity and the Director-General:
- 6.53.1 must be satisfied that the person has the mana, skills, knowledge or experience to:
- (a) participate effectively in the Board; and
- (b) contribute to the achievement of the purposes of the Board; and
- 6.53.2 should have regard to the overall membership of the Board.

#### Discharge or resignation of Board members

- 6.54 A member may resign by written notice to that person's appointer and the Board.
- 6.55 The Director-General may discharge a member appointed by the Director-General from the Board by written notice to that member and to the Board.
- 6.56 Where there is a vacancy on the Board:

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### 6: CULTURAL REDRESS: MOEHAU AND TE AROHA

- 6.56.1 the relevant appointer will fill that vacancy as soon as is reasonably practicable; and
- 6.56.2 any such vacancy does not prevent the Board from continuing to discharge its functions.

#### Co-chairs

- 6.57 At the first meeting of the Board the members will appoint two members of the Board as Co-chairs on the basis that:
  - 6.57.1 one of the Co-chairs must be a member of the Board appointed by the Pare Hauraki collective cultural entity; and
  - 6.57.2 one of the Co-chairs must be a member appointed by the Director-General who is a senior manager from the Department of Conservation (being a Tier 3 (or higher) manager).
- 6.58 The Co-chairs:
  - 6.58.1 are appointed for a term of three years;
  - 6.58.2 may be reappointed as a Co-chair; and
  - 6.58.3 in the case of a Co-chair appointed under clause 6.57.2 (being a Tier 3 (or higher) manager), may be removed by the Director-General in the same manner as the appointment was made.

#### Standing orders

- 6.59 At its first meeting the Board will adopt a set of standing orders for the operation of the Board, and may amend those standing orders from time to time.
- 6.60 The standing orders of the Board must:
  - 6.60.1 not contravene this part;
  - 6.60.2 respect tikanga Māori; and
  - 6.60.3 subject to compliance with clause 6.60.1 and 6.60.2, not contravene the Reserves Act 1977 or any other Act.
- 6.61 A member of the Board must comply with the standing orders of the Board, as amended from time to time by the Board.

#### Meetings of the Board

- 6.62 The quorum for a meeting of the Board is not less than three members, made up as follows:
  - 6.62.1 at least two members appointed by the Pare Hauraki collective cultural entity;
  - 6.62.2 at least one member appointed by the Director-General; and

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- 6.62.3 at least one co-chair (who may be one of the members referred to in clause 6.62.1 or 6.62.2).
- 6.63 The Board must hold its first meeting no later than three months after settlement date.
- 6.64 Meetings may be held:
- 6.64.1 in person;
  - 6.64.2 by telephone; or
  - 6.64.3 by electronic means.

#### **Decision-making**

- 6.65 The decisions of the Board must be made at a meeting of the Board.
- 6.66 The Board will make decisions by a consensus of members present at a meeting.
- 6.67 To avoid doubt, a member of the Board may not appoint a proxy.
- 6.68 When making decisions on pest control and species management which affect the ecological integrity of the Moehau Tūpuna Maunga Reserve or the viability of indigenous species:
- 6.68.1 the Board will strive for consensus;
  - 6.68.2 if, in the opinion of the Co-Chairs, consensus cannot be reached within a reasonable timeframe, and not later than three months after the issue is first discussed at a meeting of the Board, the Co-Chairs must refer the matter to the Chair of the Pare Hauraki collective cultural entity and the appropriate Deputy Director-General of the Department of Conservation in the Pare Hauraki Area for resolution;
  - 6.68.3 following referral under clause 6.68.2, the Chair of the Pare Hauraki collective cultural entity and the appropriate Deputy Director-General of the Department of Conservation in the Pare Hauraki Area must engage in good faith in discussions to resolve the issue; and
  - 6.68.4 if, following the discussions referred to in clause 6.68.3, agreement cannot be reached between those persons within six weeks of the matter being referred to them, the decision will be made by the Director-General of Conservation.
- 6.69 The members of the Board must approach decision-making in a manner that is consistent with, and reflects, the purposes of the Board.

#### **Committees**

- 6.70 The Board may appoint committees and subcommittees.
- 6.71 A committee or subcommittee is:
- 6.71.1 subject to the direction and control of the Board; and

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### 6: CULTURAL REDRESS: MOEHAU AND TE AROHA

6.71.2 must carry out all directions of the Board.

#### Power of delegation

6.72 The Board may delegate any of its functions, either generally or specifically and subject to any conditions, by written notice to:

6.72.1 the Pare Hauraki collective cultural entity;

6.72.2 the Director-General;

6.72.3 a member or members of the Board; or

6.72.4 a committee or subcommittee of the Board.

6.73 Despite clause 6.72, the Board must not delegate:

6.73.1 the approval of or amendment to a plan for the Reserve under section 41 of the Reserves Act 1977;

6.73.2 the acceptance by the Board of the annual Moehau operational plan;

6.73.3 the appointment or revocation of a committee;

6.73.4 the replacement or amendment of the terms of any appointment of a committee;

6.73.5 the making of bylaws by the Board; or

6.73.6 this power of delegation.

6.74 Subject to the terms of delegation from the Board, a delegate to whom any function or power of the Board is delegated may, unless the delegation provides otherwise, exercise the function or power in the same manner, subject to the same restrictions, and with the same effect as if the delegate were the Board.

6.75 A delegate who purports to exercise a function or power under a delegation:

6.75.1 is, in the absence of proof to the contrary, presumed to do so in accordance with the terms of that delegation; and

6.75.2 must produce evidence of his or her authority to do so, if reasonably requested to do so.

6.76 No delegation:

6.76.1 affects or prevents the exercise of any function or power by the Board;

6.76.2 affects the responsibility of the Board for the actions of any delegate acting under the delegation; or

6.76.3 is affected by any change in the membership of the Board or of any committee.

6.77 A delegation may be revoked at will by the Board by:

- 6.77.1 written notice to the delegate; or
- 6.77.2 any other method provided for in the delegation.

**Declaration of interest**

- 6.78 A member of the Board is required to disclose any actual or potential interest in a matter to the Board.
- 6.79 The Board will maintain an interests register and will consider and record any actual or potential interests that are disclosed to the Board.
- 6.80 A member of the Board is not precluded from discussing or voting on a matter merely because:
  - 6.80.1 the member is affiliated to the Iwi of Hauraki or a hapū or whānau that has customary interests in Moehau; or
  - 6.80.2 the member is an employee of the Crown; or
  - 6.80.3 the economic, social, cultural, and spiritual values of any Iwi or hapū and their relationships with the Board are advanced by or reflected in:
    - (a) the subject matter under consideration;
    - (b) any decision by or recommendation of the Board; or
    - (c) participation in the matter by the member.
- 6.81 To avoid doubt, the affiliation of a member of the Board to an Iwi or hapū that has customary interests in area covered the Board is not an interest that must be disclosed or recorded.
- 6.82 In clauses 6.78 to 6.84, "**matter**" means:
  - 6.82.1 the Board's performance of its functions or exercise of its powers; or
  - 6.82.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Board.
- 6.83 A member of the Board has an actual or potential interest in a matter, if he or she:
  - 6.83.1 may derive a financial benefit from the matter;
  - 6.83.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter;
  - 6.83.3 may have a financial interest in a person to whom the matter relates;
  - 6.83.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
  - 6.83.5 is otherwise directly or indirectly interested in the matter.

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### 6: CULTURAL REDRESS: MOEHAU AND TE AROHA

- 6.84 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Board.

#### **Reporting and review**

- 6.85 The Board will report on an annual basis to the Pare Hauraki collective cultural entity and the Director-General.
- 6.86 The report will:
- 6.86.1 describe the activities of the Board over the preceding 12 months; and
  - 6.86.2 explain how those activities are relevant to the Board's purposes and functions.
- 6.87 The report must be tabled in Parliament by the Minister of Conservation.
- 6.88 The appointers will commence a review of the performance of the Board, including of the extent that the purposes of the Board is being achieved and the functions of the Board are being effectively discharged, on the date that is three years after the Board's first meeting.
- 6.89 The appointers may undertake any subsequent review of the performance of the Board at any time agreed between all of the appointers.
- 6.90 Following any review of the Board, the appointers may make recommendations to the Board on any relevant matter arising out of that review.

#### **Administrative and technical support of Board**

- 6.91 The Director-General must provide administrative support to the Board.
- 6.92 The Pare Hauraki collective cultural entity and the Director-General must:
- 6.92.1 meet their own costs in terms of participation by their appointed members on the Board (including the payment of any meeting fees); and
  - 6.92.2 contribute equally to meeting the other administrative costs of the Board where pre-approved by the Board in accordance with its decision-making processes.

#### **Resource consents**

- 6.93 A resource consent will not be required under section 9(3) of the Resource Management Act 1991 for any work or activity undertaken by the Board, the Pare Hauraki collective cultural entity or the Director-General within the Reserve where that work or activity:
- 6.93.1 is for the purposes of managing the Reserve under the Reserves Act 1977;
  - 6.93.2 is consistent with the Reserves Act 1977 and any reserve management plan in force at the time; and
  - 6.93.3 does not have a significant adverse effect beyond the boundary of the Reserve.

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**Low impact activities**

- 6.94 In relation to access to the Moehau Tupuna Maunga for specified low impact activities in relation to minerals the Moehau Tupuna Maunga will be afforded the same level of protection under the Crown Minerals Act 1991 as if it were listed in Schedule 4 of that Act.

**Improvements**

- 6.95 The Pare Hauraki collective redress legislation will, on the terms provided by sections 25 of the draft collective bill, provide that Crown improvements in or on Moehau Tupuna Maunga Reserve –

6.95.1 remain vested in the Crown; and

6.95.2 may remain on the Reserve without charge by –

(a) the Board; or

(b) the Board and the owner of the property, in the case of Moehau Tupuna Maunga and Urarima; and

6.95.3 may, subject to any existing rights, be used, occupied, accessed, maintained, removed, or demolished by the Director-General or the trustees in a manner that is consistent with –

(a) the management plan for the Reserve; and

(b) the annual operational plan for the Reserve.

**PARE HAURAKI COLLECTIVE REDRESS DEED**

**6: CULTURAL REDRESS: MOEHAU AND TE AROHA**

**TE AROHA**

6.96 To avoid doubt:

6.96.1 clauses 7.4 to 7.6.1 apply to clauses 6.97 to 6.107; and

6.96.2 clause 7.6.2 applies to clauses 6.97 to 6.107 to the extent it is not already covered by those clauses.

**Vesting of Te Aroha Tupuna Maunga and reserve status**

6.97 The Pare Hauraki collective redress legislation will, on the terms provided by sections 32 to 34 of the draft collective bill, -

6.97.1 on the settlement date, vest in the Pare Hauraki collective cultural entity the fee simple estate in Te Aroha Tupuna Maunga (being Part Kaimai Mamaku Conservation Park), as a local purpose (Pare Hauraki whenua kura) reserve subject to that entity providing a registrable right of way easement in gross in the form set out in part 6.1 of the documents schedule; and

6.97.2 otherwise give effect to clauses 6.98 to 6.107.

6.98 The name of the reserve will be the Te Aroha Tupuna Maunga Reserve.

6.99 The purposes of the Te Aroha Tupuna Maunga Reserve will be to:

6.99.1 protect and enhance the relationship between the Iwi of Hauraki and Te Aroha being a tupuna maunga and taonga of the utmost spiritual, ancestral, cultural, customary and historical significance; and

6.99.2 protect and manage the scenic, recreational and ecological values of Te Aroha Tupuna Maunga.

**Administering body**

6.100 The Pare Hauraki collective cultural entity will be the administering body of the Te Aroha Tupuna Maunga Reserve.

**Reserve management plan**

6.101 A management plan for the Te Aroha Tupuna Maunga Reserve will be prepared by the Pare Hauraki collective cultural entity in accordance with section 41 of the Reserves Act 1977.

6.102 Despite section 41(1) of the Reserves Act 1977, the Pare Hauraki collective cultural entity will approve that management plan.

**Funds from Te Aroha Tupuna Maunga Reserve**

6.103 Section 42(c) of the draft collective bill will provide that the restrictions in the Reserves Act on the use of revenue derived from reserves (ie. sections 78(1)(a), 79 to 81 and 88) will not apply to Te Aroha Tupuna Maunga Reserve.

**PARE HAURAKI COLLECTIVE REDRESS DEED**

**6: CULTURAL REDRESS: MOEHAU AND TE AROHA**

**GENERAL PROVISIONS IN RELATION TO MOEHAU TUPUNA MAUNGA AND TE AROHA TUPUNA MAUNGA CULTURAL REDRESS PROPERTIES**

- 6.104 Moehau Tupuna Maunga and Te Aroha Tupuna Maunga are each to be –
- 6.104.1 as described in part 1 of schedule 2 of the draft collective bill; and
  - 6.104.2 vested on the terms provided by –
    - (a) sections 35 to 47 of the draft collective bill; and
    - (b) part 2 of the property redress schedule; and
  - 6.104.3 subject to any encumbrances, or other documentation, in relation to that property –
    - (a) required by clause 6.97 to be provided by the Pare Hauraki collective cultural entity; or
    - (b) required by the Pare Hauraki collective redress legislation; and
    - (c) in particular, referred to in part 1 of schedule 2 of the draft collective bill.
- 6.105 The Registrar-General of Land must record on any computer freehold register for Moehau Tupuna Maunga and Te Aroha Tupuna Maunga that those of the Iwi of Hauraki identified in part 3 of the attachments have spiritual, cultural, ancestral, customary and historical association with Moehau Tupuna Maunga and Te Aroha Tupuna Maunga.
- 6.106 Section 314(1)(da) of the Resource Management Act 1991 does not apply to the Pare Hauraki collective cultural entity in relation to its ownership of Moehau Tupuna Maunga and Te Aroha Tupuna Maunga in respect of any contamination:
- 6.106.1 that existed on, under, or in those 2 reserves before the settlement date; and
  - 6.106.2 that was not disclosed by the Crown under paragraph 1.1 of the property redress schedule;
  - 6.106.3 the existence of which was notified to the Crown by the Pare Hauraki collective cultural entity as soon as practicable after its discovery by that entity; and
  - 6.106.4 since discovery by the entity, has not been exacerbated by an intentional, reckless or negligent act by the entity.

**DEFINITIONS**

- 6.107 In this part:
- 6.107.1 "**appointer**" means:
    - (a) the Pare Hauraki collective cultural entity in the case of members appointed by that entity; and

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6: CULTURAL REDRESS: MOEHAU AND TE AROHA

- (b) the Director-General (or delegate) in the case of the ex-officio DOC members;
- 6.107.2 "**consensus**" means the absence of any formally recorded dissent in relation to any matter under consideration at a meeting of the Board;
- 6.107.3 "**financial year**" or "**year**" means a 12 month period commencing on the first day of July;
- 6.107.4 "**Moehau Area**" means the area described in part 2 of schedule 2 of the draft collective bill and shown shaded dark grey on OTS-100-302;
- 6.107.5 "**Moehau Tupuna Maunga**" means the area described by that name in part 1 of schedule 2 of the draft collective bill on OTS-100-301;
- 6.107.6 "**Te Aroha Tupuna Maunga**" means the area described by that name in part 1 of schedule 2 of the draft collective bill and shown on OTS-100-303; and
- 6.107.7 "**Urarima**" means the land shaded orange on OTS-100-302 in part 2 of the attachments. [**Note: plan discussed between iwi is to be effected**]

## 7 CULTURAL REDRESS: PARE HAURAKI CONSERVATION FRAMEWORK

### BACKGROUND

- 7.1 The Department of Conservation acknowledges that an effective partnership with Pare Hauraki is fundamental to achieving enhanced conservation of natural resources and historical and cultural heritage. Pare Hauraki responsibilities to this heritage are embodied by mana whenua and kaitiakitanga – the spiritual and cultural ethos that governs Pare Hauraki care and protection of mauri, the dynamic life principle that underpins all heritage. Mana whenua and kaitiakitanga include elements of protection, guardianship, stewardship and customary use. They are exercised by Pare Hauraki in relation to ancestral lands, waters, areas, resources, and other taonga.
- 7.2 Pare Hauraki and the Department of Conservation seek an effective partnership that both recognises the mana whenua and kaitiakitanga responsibilities of Pare Hauraki, and enhances the conservation of natural resources and historical and cultural heritage.
- 7.3 The intent of this Pare Hauraki conservation framework is to establish a framework for the co-governance, and related co-management, of natural resources and historical and cultural heritage as follows:
- 7.3.1 the co-governance provisions set out below are designed to reflect the aspirations of Pare Hauraki to have a meaningful role in influencing policies, not just as another group in the community, but in a way that is consistent with their mana whenua status and their partnership relationship with the Crown under Te Tiriti o Waitangi / the Treaty of Waitangi; and
- 7.3.2 the co-management provisions set out below are designed to give effect to Pare Hauraki aspirations to share in managing natural resources and historical and cultural heritage in a way that sits well with their principles of kaitiakitanga and mana motuhake.

### Section 4 of the Conservation Act 1987

- 7.4 Section 4 of the Conservation Act 1987 states:
- "This Act shall be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi".*
- 7.5 This obligation applies to the Conservation Act 1987 and the Acts listed in the First Schedule to that Act.
- 7.6 As an overriding approach, when exercising functions under that legislation in relation to each of the elements of the Pare Hauraki conservation framework set out in this deed, the relevant person or entity must:
- 7.6.1 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi as required by section 4 of the Conservation Act 1987; and

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 7: PARE HAURAKI CONSERVATION FRAMEWORK

- 7.6.2 acknowledge and provide for the Statement of Pare Hauraki World View and Programme for a Culture of Natural Resource Partnership, unless to do so would be contrary to the purposes of the Conservation Act 1987.

#### ELEMENTS OF PARE HAURAKI CONSERVATION FRAMEWORK

- 7.7 The elements of the Pare Hauraki conservation framework are:

- 7.7.1 conservation management plan;
- 7.7.2 conservation management strategy;
- 7.7.3 decision-making framework;
- 7.7.4 customary materials;
- 7.7.5 wāhi tapu framework;
- 7.7.6 Conservation Boards;
- 7.7.7 relationship agreement; and
- 7.7.8 capability building.

#### CONSERVATION MANAGEMENT PLAN

- 7.8 To avoid doubt:

- 7.8.1 clauses 7.4 to 7.6.1 apply to this section of the Pare Hauraki conservation framework; and
- 7.8.2 clause 7.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.

#### BACKGROUND

- 7.9 In recognition of the significance of the motu of Tikapa Moana – Te Tai Tamahine / Te Tai Tamawahine, Te Tara o te Ika a Maui (Coromandel Peninsula), and Kopuatai, Torehape and Pūkorokoro wetlands to the Iwi of Hauraki, the Crown has agreed to provide for the co-governance of those areas, through the development of a conservation management plan, that is approved jointly by the Pare Hauraki collective cultural entity and the Conservation Board.

#### CROWN ACKNOWLEDGEMENT

- 7.10 The Crown acknowledges the enduring spiritual, ancestral, cultural, customary, historical and economic significance of the following areas to the Iwi of Hauraki:
- 7.10.1 motu of Tikapa Moana – Te Tai Tamahine / Te Tai Tamawahine;
  - 7.10.2 Te Tara o te Ika a Māui (Coromandel Peninsula); and
  - 7.10.3 Kopuatai, Torehape and Pūkorokoro (Miranda) wetlands.

7: PARE HAURAKI CONSERVATION FRAMEWORK

**PREPARATION AND APPROVAL OF CONSERVATION MANAGEMENT PLAN**

- 7.11 There will be one conservation management plan prepared and approved covering the following three areas:
- 7.11.1 motu of Tikapa Moana – Te Tai Tamahine / Te Tai Tamawahine;
  - 7.11.2 Te Tara o te Ika a Māui (Coromandel Peninsula); and
  - 7.11.3 Kopuatāi Trehape and Pūkorokoro (Miranda) wetlands.
- 7.12 To avoid doubt:
- 7.12.1 sections 17F, 17G, 17H and 17I of the Conservation Act 1987 do not apply to the preparation, approval, review or amendment of the plan; but
  - 7.12.2 in all other respects the Conservation Act 1987 applies to the plan as if that plan is a conservation management plan prepared and approved under that Act.

**Preparation of plan**

- 7.13 The draft plan will be prepared by the Director-General in consultation with the Pare Hauraki collective cultural entity, the Conservation Board(s) and such other persons or organisations as the Director-General considers practicable and appropriate.
- 7.14 The Director-General will commence preparation of the draft plan:
- 7.14.1 not later than six months after settlement date; or
  - 7.14.2 by such later date as agreed between the Director-General and the Pare Hauraki collective cultural entity.

**Notification of draft plan**

- 7.15 Not later than 12 months after commencement of the preparation of the draft plan, or such later date as agreed between the Director-General and the Pare Hauraki collective cultural entity, the Director-General will notify the draft plan in accordance with section 49(1) of the Conservation Act 1987, and to the appropriate regional councils and territorial authorities, and to each Iwi of Hauraki, and that provision will apply as if the notice were required to be given by the Minister of Conservation.
- 7.16 Every notice under clause 7.15 will:
- 7.16.1 state that the draft plan is available for inspection at the places and times specified in the notice; and
  - 7.16.2 invite persons or organisations interested to lodge with the Director-General submissions on the draft plan before the date specified in the notice, being a date not less than two months after the date of the publication of the notice.

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**Submissions and opinion**

- 7.17 Any person or organisation may make written submissions to the Director-General on the draft plan at the place and before the date specified in the notice.
- 7.18 The Director-General may, after consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s), obtain public opinion of the draft plan by any other means from any person or organisation.
- 7.19 From the date of public notification of the draft plan until public opinion of it has been made known to the Director-General, the draft plan will be made available by the Director-General for public inspection during normal office hours, in such places and quantities as are likely to encourage public participation in the development of the plan.

**Hearing of submissions**

- 7.20 The Director-General will give every person or organisation who or which, in making a submission on the draft plan, asked to be heard in support of that submission a reasonable opportunity of appearing before a meeting of representatives of the Director-General, the Pare Hauraki collective cultural entity and the Conservation Board(s).
- 7.21 Representatives of the Director-General, the Pare Hauraki collective cultural entity and the Conservation Board(s) may hear submissions from any other person or organisations consulted on the draft plan.
- 7.22 The hearing of submissions will be concluded not later than two months after the closing date for submissions unless otherwise agreed by the parties.
- 7.23 The Director-General will prepare a summary of the submissions received on the draft plan and other opinion expressed following the process referred to in clause 7.44 and, not later than one month after the conclusion of the hearing of submissions, provide that summary to the Pare Hauraki collective cultural entity and the Conservation Board(s).

**Revision of draft plan**

- 7.24 After considering such submissions and opinion the Director-General will, in consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s) who heard the submissions, revise the draft plan and, not later than four months after the completion of the hearing of submissions, will send to the Pare Hauraki collective cultural entity and the Conservation Board(s) the revised draft plan.
- 7.25 On receipt of the revised draft plan:
- 7.25.1 the Pare Hauraki collective cultural entity and the Conservation Board(s) will consider the revised draft plan and the summary of submissions, and may, not later than four months after receiving those documents, request the Director-General to further revise the draft plan; and
- 7.25.2 if a request is made under clause 7.25.1 the Director-General will further revise the draft plan in accordance with the request from the Pare Hauraki collective cultural entity and the Conservation Board(s), and will, not later than

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two months after receiving a request under clause 7.25.1, send to the Pare Hauraki collective cultural entity and the Conservation Board(s) the further revised draft plan.

**Referral of plan to Conservation Authority and Minister**

7.26 On receipt of the revised draft under clause 7.24 or if a request is made under clause 7.25.1, on receipt of the further revised draft plan, the Pare Hauraki collective cultural entity and the Conservation Board(s) will refer the draft plan and the summary of submissions to:

7.26.1 the New Zealand Conservation Authority ("**Conservation Authority**") for comments on matters relating to the national public conservation interest; and

7.26.2 the Minister of Conservation for his or her comments.

7.27 The Conservation Authority and the Minister of Conservation will provide any comments on the draft plan to the Pare Hauraki collective cultural entity and the Conservation Board(s) not later than four months after receiving that draft plan for comment.

**Approval of plan**

7.28 After considering any comments received from the Conservation Authority and the Minister of Conservation under clause 7.27, the Pare Hauraki collective cultural entity and the Conservation Board(s) will:

7.28.1 not later than two months after receiving any comments from Conservation Authority and the Minister of Conservation, approve the draft plan; or

7.28.2 not later than two months after receiving any comments from Conservation Authority and the Minister of Conservation, refer any matter of disagreement in relation to the draft plan to the Conservation Authority for determination.

**Referral to Conservation Authority in case of disagreement**

7.29 Where the Pare Hauraki collective cultural entity and the Conservation Board(s) refer any matter of disagreement to the Conservation Authority under clause 7.28.2, the Pare Hauraki collective cultural entity and the Conservation Board(s) will also provide a written statement of the matters of disagreement and the reasons for such disagreement.

7.30 Not later than three months after referral to it, the Conservation Authority will make a recommendation on the matters of disagreement, and notify that recommendation to the Pare Hauraki collective cultural entity and the Conservation Board(s).

7.31 After receiving and considering the recommendation of the Conservation Authority under clause 7.30, the Pare Hauraki collective cultural entity and the Conservation Board will seek to resolve any matters of disagreement.

7.32 If the Pare Hauraki collective cultural entity and the Conservation Board(s) have not resolved any matters of disagreement within two months of receiving the

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recommendation from the Conservation Authority, the recommendation of the Conservation Authority will become binding on the Pare Hauraki collective cultural entity and the Conservation Board(s).

- 7.33 Where the Pare Hauraki collective cultural entity and the Conservation Board(s) have referred any matter of disagreement to the Conservation Authority under clause 7.29, the Pare Hauraki collective cultural entity and the Conservation Board(s) will approve the draft plan not later than four months after receiving the recommendation of the Conservation Authority under clause 7.30.

#### **Mediation Process**

- 7.34 At any time during the process set out in clauses 7.29 to 7.33, any of the Pare Hauraki collective cultural entity or the Conservation Board(s) or the Director-General may refer any matter of disagreement arising out of that process to a mediator.
- 7.35 Not later than three months after settlement date, the Pare Hauraki collective cultural entity and the Conservation Board(s) will agree on a mediator to be used in the event of referral to mediation under clause 7.34, and the parties may agree to change the mediator from time to time.
- 7.36 Where a matter of disagreement arises, the relevant parties in dispute will seek to resolve that matter in a co-operative, open-minded and timely manner before resorting to the mediation process.
- 7.37 The following conditions will apply to such a mediation process:
- 7.37.1 where one of the Pare Hauraki collective cultural entity, the Conservation Board(s) or the Director-General considers that it is necessary to resort to the mediation process, that party will give notice in writing of that referral to the other parties;
  - 7.37.2 all parties will participate in a mediation process in a co-operative, open-minded and timely manner;
  - 7.37.3 in participating in a mediation the parties will have particular regard to the purpose of the plan redress provided under this collective redress deed and the conservation purpose for which the relevant areas are held;
  - 7.37.4 where a matter of disagreement is referred to mediation, the mediation process must be completed not later than three months after the date upon which notice of referral is given under clause 7.37.1;
  - 7.37.5 pending the resolution of any matter of disagreement, the parties will use their best endeavours to continue with the process for the preparation and approval of the plan;
  - 7.37.6 the parties to the mediation process will bear their own costs in relation to the resolution of any matter of disagreement and the costs of the mediator (and associated costs) will be shared equally between the parties;

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7.37.7 the period of time taken for a mediation process under this clause 7.37 will not be counted for the purposes of the timeframes specified for the preparation and approval of the plan; and

7.37.8 to avoid doubt, the period of time referred to in clause 7.37.4 will not exceed three months.

#### Reviews of the plan

7.38 The Director-General, after consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s), may at any time initiate a review of the plan or any part of the plan.

7.39 The Pare Hauraki collective cultural entity or the Conservation Board(s) may at any time request that the Director-General initiate a review of the plan or any part of the plan and the Director-General will consider that request in making a decision under clause 7.38.

7.40 Every review of the plan will be carried out and approved in accordance with the provisions of clauses 7.12 to 7.28, which will apply with any necessary modifications.

7.41 The following provisions will also apply in relation to reviews of the plan:

7.41.1 the plan will be reviewed as a whole by the Director-General not later than 10 years after the date of its approval; and

7.41.2 the Minister of Conservation may, after consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s), extend that period of review.

#### Amendments to the plan

7.42 The Director-General, after consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s), may at any time initiate the amendment of the plan or any part of the plan.

7.43 Except as provided in clause 7.44, every amendment to the plan will be carried out in accordance with the provisions of clause 7.12 to 7.28, which will apply with any necessary modifications.

7.44 Where the proposed amendment is of such a nature that the Director-General, the Pare Hauraki collective cultural entity and the Conservation Board(s) consider that it will not materially affect the objectives or policies expressed in the plan or the public interest in the area concerned, then the Director-General, without the need for public notification, will send the proposal to the Pare Hauraki collective cultural entity and the Conservation Board(s) and it will be dealt with under clause 7.28, which will apply with any necessary modifications.

#### CONSERVATION MANAGEMENT STRATEGY

7.45 To avoid doubt:

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- 7.45.1 clauses 7.4 to 7.6.1 apply to this section of the Pare Hauraki conservation framework; and
- 7.45.2 clause 7.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.
- 7.46 The Conservation Management Strategy for the Waikato 2014-2024 notes that:
- 7.46.1 the Pare Hauraki values and interests have not been incorporated; and
- 7.46.2 once the Pare Hauraki collective negotiations are completed "*amended text relating to Iwi values and interests, including any revised objectives, will be subject to public consultation*".
- 7.47 Following settlement date there will be targeted review undertaken of the Waikato Conservation Management Strategy ("**Waikato CMS review**") as it applies to the area shaded and edged red on the map in part 11 of the attachments.

#### **Purpose of review**

- 7.48 The purpose of the Waikato CMS review will be to:
- 7.48.1 ensure Pare Hauraki values and interests are identified and provided for, including to enable the exercise of kaitiakitanga over public conservation lands and waters; and
- 7.48.2 take into account any relevant matters contained in this collective redress deed.

#### **Process for review**

- 7.49 The process for the making of amendments to the Waikato CMS will be integrated with the process for the preparation and approval of the conservation management plan under clause 7.8 to 7.44 in the manner set out below.
- 7.50 The draft Waikato CMS amendments will be prepared at the same time and in the same manner as prescribed for the conservation management plan in clauses 7.13 and 7.14.
- 7.51 The draft Waikato CMS amendments will be notified at the same time and in the manner as prescribed for the conservation management plan in clauses 7.15 and 7.16.
- 7.52 Submissions may be made and opinion sought on the draft Waikato CMS amendments at the same time and in the same manner as prescribed for the conservation management plan in clauses 7.17 to 7.19.
- 7.53 Submissions will be heard on the draft Waikato CMS amendments at the same time and in the same manner as prescribed for the conservation management plan in clauses 7.20 to 7.22.
- 7.54 A summary of submissions will be prepared on the draft Waikato CMS amendments at the same time and in the same manner as prescribed for the conservation management plan in clause 7.23.

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- 7.55 Revisions will be made to the draft Waikato CMS amendments at the same time and in the same manner as prescribed for the conservation management plan in clause 7.24.
- 7.56 Once the revisions are made to the draft Waikato CMS amendments under clause 7.24 the process set out in section 17F(k) to section 17F(p) of the Conservation Act 1987 will apply to the draft Waikato CMS amendments.
- 7.57 The review of the Waikato CMS will incorporate Pare Hauraki values and take into account any relevant matters in this deed.
- 7.58 To avoid doubt:
- 7.58.1 the Pare Hauraki collective redress legislation will be an Act for the purposes of section 17D(4)(a) of the Conservation Act 1987; and
- 7.58.2 once approved, the conservation management plan is a management plan for the purposes of section 17D(8) of the Conservation Act 1987.

#### DECISION MAKING FRAMEWORK

- 7.59 To avoid doubt:
- 7.59.1 clauses 7.4 to 7.6.1 apply to this section of the Pare Hauraki conservation framework; and
- 7.59.2 clause 7.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.
- 7.60 This section of the Pare Hauraki conservation framework applies to conservation decisions in the Pare Hauraki Area.
- 7.61 To avoid doubt, the decision-making framework will apply to any concession applications under Part 3B of the Conservation Act 1987 that are initiated by the Iwi of Hauraki.
- 7.62 The Pare Hauraki collective cultural entity and the Director-General must, by the settlement date, discuss what will be reasonable timeframes for responses at various stages in the decision-making framework and in various scenarios.
- 7.63 The Pare Hauraki collective cultural entity and the Director-General must, by the settlement date, discuss and agree a schedule identifying:
- 7.63.1 any decisions that do not require the application of the decision-making framework; and
- 7.63.2 any decisions for which the decision-making framework may be modified, and the nature of that modification, including any decisions that need to be made at a national level.
- 7.64 The Pare Hauraki collective cultural entity and the Director-General may agree to review the schedule agreed under clause 7.63.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 7: PARE HAURAKI CONSERVATION FRAMEWORK

- 7.65 The decision-making framework involves the following stages:
- 7.65.1 **Stage One:** the Director-General will notify the Pare Hauraki collective cultural entity of the decision to be made and the timeframe for a response;
- 7.65.2 **Stage Two:** the Pare Hauraki collective cultural entity will, within the timeframe for response, notify the Director-General of:
- (a) the nature and degree of the Pare Hauraki interest in the relevant decision; and
  - (b) the views of Pare Hauraki in relation to the relevant decision;
- 7.65.3 **Stage Three:** the Director-General will respond to the Pare Hauraki collective cultural entity confirming:
- (a) the Director-General's understanding of the matters conveyed under clause 7.65.2;
  - (b) how the matters conveyed under clause 7.65.2 will be included in the decision-making process; and
  - (c) whether any immediately apparent issues arise out of the matters conveyed under clause 7.65.2;
- 7.65.4 **Stage Four:** the relevant decision maker will make the decision in accordance with the relevant conservation legislation, and in doing so will:
- (a) consider the confirmation of the Director-General's understanding provided under clause 7.65.3, and any clarification or correction provided by the Pare Hauraki collective cultural entity in relation to that confirmation;
  - (b) explore whether, in making the decision, it is possible to reconcile any conflict between the interests and views of the Pare Hauraki collective cultural entity and any other considerations in the decision-making process;
  - (c) in making the decision, where a relevant interest is identified, give effect to the principles of Te Tiriti o Waitangi / Treaty of Waitangi:
    - (i) in a meaningful and transparent manner; and
    - (ii) in a manner commensurate with the nature and degree of the Pare Hauraki interest; and
  - (d) in complying with clause 7.65.4(c), where the Pare Hauraki interests in their taonga justify it, give a reasonable degree of preference to the Iwi interest;
- 7.65.5 **Stage Five:** the relevant decision maker will record in writing as part of a decision document:
- (a) the nature and degree of the Pare Hauraki interest in the relevant decision as conveyed to the Director-General under clause 7.65.2(a);

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- (b) the views of the Pare Hauraki collective cultural entity in relation to the relevant decision as conveyed to the Director-General under clause 7.65.2(b); and
- (c) how, in making that decision, the relevant decision maker complied with clauses 7.65.3 to 7.65.5(b); and

7.65.6 **Stage Six:** the relevant decision maker will communicate the decision to the Pare Hauraki collective cultural entity including the matters set out in clause 7.65.5.

7.66 The Pare Hauraki collective cultural entity and the Director-General will:

- 7.66.1 maintain open communication as to the effectiveness of the process set out in Stage One to Stage Six above; and
- 7.66.2 no later than two years after settlement date, or as otherwise agreed between the Pare Hauraki collective cultural entity and the Director-General, jointly commence a review of the effectiveness of the process set out in Stage One to Stage Six above.

**PARE HAURAKI COLLECTIVE REDRESS DEED**  
**7: PARE HAURAKI CONSERVATION FRAMEWORK**

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**CUSTOMARY MATERIALS**

- 7.67 To avoid doubt:
- 7.67.1 clauses 7.4 to 7.6.1 apply to this section of the Pare Hauraki conservation framework; and
  - 7.67.2 clause 7.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.
- 7.68 The Pare Hauraki collective cultural entity and the Director-General will jointly prepare and agree a plan covering:
- 7.68.1 the customary take of flora material within conservation protected areas within the Pare Hauraki redress area; and
  - 7.68.2 the possession of dead protected fauna that is found within that area (“**customary materials plan**”).
- 7.69 The customary materials plan will:
- 7.69.1 provide a tikanga position on customary materials;
  - 7.69.2 identify species of flora from which material may be taken and species of dead protected fauna that may be possessed;
  - 7.69.3 identify areas for customary take of flora material within conservation protected areas;
  - 7.69.4 identify permitted methods for and quantities of customary take of flora material within those areas;
  - 7.69.5 identify parameters for the possession of dead protected fauna;
  - 7.69.6 identify monitoring requirements;
  - 7.69.7 include the following matters relating to relevant species:
    - (a) taxonomic status;
    - (b) threatened status or rarity;
    - (c) the current state of knowledge;
    - (d) whether the species is the subject of a species recovery plan; and
    - (e) other similar and relevant information; and
  - 7.69.8 include any other matters relevant to the customary take of flora material or possession of dead protected fauna as agreed between the Pare Hauraki collective cultural entity and the Director-General.
- 7.70 The Pare Hauraki collective cultural entity and the Director-General will jointly prepare and agree the first customary materials plan no later than 12 months after settlement

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date, or such later date as agreed between the Pare Hauraki collective cultural entity and the Director-General.

7.71 The Pare Hauraki collective cultural entity may issue an authorisation to a member of the Iwi of Hauraki to take flora materials or possess dead protected fauna:

7.71.1 in accordance with the customary materials plan; and

7.71.2 without the requirement for a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977 or Wildlife Act 1953.

7.72 The Pare Hauraki collective cultural entity and the Director-General will commence a review of the first agreed version of the customary materials plan not later than two years after the approval of the first plan, or at such later date as agreed between the Pare Hauraki cultural redress entity and the Director-General.

7.73 The Pare Hauraki collective cultural entity and the Director-General may commence subsequent reviews of the customary materials plan from time to time as agreed between the parties, but at intervals of not more than five years following the completion of the last review.

7.74 Where the Pare Hauraki collective cultural entity or the Director-General identify any conservation issue arising from or affecting the take of flora or possession of dead protected fauna pursuant to the customary materials plan:

7.74.1 the Pare Hauraki collective cultural entity and the Director-General will engage for the purposes of seeking to address that conservation issue; and

7.74.2 the Pare Hauraki collective cultural entity and the Director-General will endeavour to develop solutions to address that conservation issue, which may include:

(a) the Director-General considering restricting the granting of authorisations to persons not covered by the plan for the taking of flora materials or possession of dead protected fauna;

(b) the Pare Hauraki collective cultural entity considering restricting the granting of authorisations for the taking of flora materials or possession of dead protected fauna under the plan; and

(c) the Pare Hauraki collective cultural entity and the Director-General agreeing to amend the customary materials plan.

7.75 Where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the process set out in clause 7.74.2:

7.75.1 the Director-General may give notice to the Pare Hauraki collective cultural entity that any identified component of the customary materials plan is suspended; and

7.75.2 from the date set out in the notice under clause 7.75.1, clause 7.71.2 will not apply in respect of any component of the customary materials plan that has been suspended.

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- 7.76 Where the Director-General takes action under clause 7.75, the Pare Hauraki collective cultural entity and the Director-General will continue to engage and will seek to resolve any conservation issue so that any suspension can be revoked by the Director-General as soon as is practicable.
- 7.77 For the purposes of clauses 7.67 to 7.76:
- 7.77.1 **conservation protected area** in relation to the customary take of flora material means an area above the line of mean high water springs that is:
- (a) a conservation area under the Conservation Act 1987;
  - (b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or
  - (c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953;
- 7.77.2 **customary take** means the take and use of flora materials for customary purposes;
- 7.77.3 **dead protected fauna** means the dead body or any part of the dead body of any animal protected under the conservation legislation, but excludes marine mammals;
- 7.77.4 **flora material** means parts of plants taken in accordance with the customary materials plan; and
- 7.77.5 **flora** means any member of the plant whānau, and includes any alga, bacterium or fungus, and any plant, or seed or spore from any plant.

#### MARINE MAMMALS

- 7.78 The Iwi of Hauraki and the Crown acknowledge and agree that:
- 7.78.1 marine mammals are of significant spiritual, cultural and customary importance to the Iwi of Hauraki;
- 7.78.2 consistent with that significance, the Iwi of Hauraki are seeking the right to gather, use and possess materials for customary purposes, from dead marine mammals stranded in their rohe, without having to seek a permit or other authorisation under the Marine Mammals Protection Act 1978 or the Marine Mammals Protection Regulations 1992;
- 7.78.3 the Crown commits to providing for the right sought by the Iwi of Hauraki referred to in clause 7.78.2, but the Crown wishes to do so through policy and legislative review that will provide a nationally consistent approach;
- 7.78.4 the Crown intends to undertake a national review which considers, but will not necessarily be limited to:
- (a) the management of marine mammal strandings and the involvement of iwi in strandings; and

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- (b) enabling iwi to gather, use and possess materials for customary purposes, from dead marine mammals without having to seek a permit or other authorisation under the Marine Mammals Protection Act 1978 or the Marine Mammals Protection Regulations 1992; and

7.78.5 if the proposed national review has not commenced within the two years after settlement date, the Crown must engage with the Pare Hauraki collective cultural entity to discuss and agree how the Crown will provide for the right sought by the Iwi of Hauraki in clause 7.78.2.

7.79 Nothing in this deed or the Pare Hauraki collective redress legislation prevents the Pare Hauraki collective cultural entity from initiating proceedings in the Waitangi Tribunal in relation to the process referred to in clause 7.78.

#### WĀHI TAPU FRAMEWORK

7.80 To avoid doubt:

7.80.1 clauses 7.4 to 7.6.1 apply to this section of the Pare Hauraki conservation framework; and

7.80.2 clause 7.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it and not already covered in this section.

#### Background

7.81 The parties have agreed to work together to develop a plan or plans for the management of wāhi tapu including, where appropriate, management by the iwi with customary interests.

7.82 The process set out below is intended to provide the basis for that planning approach, and to ensure that any plan is reflected in strategic and annual conservation planning documents.

7.83 To avoid doubt, a wāhi tapu management plan over any particular area may be entered into by either:

7.83.1 one or more individual iwi member of the Iwi of Hauraki; or

7.83.2 the Pare Hauraki collective cultural entity; and

7.83.3 in clauses 7.84 to 7.92 "Iwi of Hauraki" will have the meaning set out in clause 7.83.1 or 7.83.2 as the case may be.

#### Wāhi tapu framework

7.84 The Iwi of Hauraki may provide to the Director-General a description of the wāhi tapu on conservation land in the Pare Hauraki redress area, which may include, but is not limited to, a description of:

7.84.1 the general area;

7.84.2 the location of the wāhi tapu;

7.84.3 the nature of the wāhi tapu; and

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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- 7.84.4 the associated iwi and hapū kaitiaki.
- 7.85 The Iwi of Hauraki may give notice to the Director-General that a wāhi tapu management plan is to be entered into between those parties in relation to wāhi tapu identified under clause 7.84.
- 7.86 If the Iwi of Hauraki give notice under clause 7.85, the Iwi of Hauraki and the Director-General will discuss and agree a wāhi tapu management plan in relation to that wāhi tapu.
- 7.87 The wāhi tapu management plan agreed between the Iwi of Hauraki and the Director-General may:
- 7.87.1 include such details relating to wāhi tapu on conservation land as the parties consider appropriate; and
  - 7.87.2 provide for the persons identified by the Iwi of Hauraki to undertake management activities on conservation land in relation to specified wāhi tapu.
- 7.88 Where in accordance with clause 7.86 a wāhi tapu management plan includes an agreement for persons authorised by the Iwi of Hauraki to undertake management activities:
- 7.88.1 the plan must specify the scope and duration of the work that may be undertaken; and
  - 7.88.2 the plan will constitute lawful authority for the work specified in clause 7.88.1 to be undertaken, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.
- 7.89 A wāhi tapu management plan will be:
- 7.89.1 prepared in a manner agreed between Iwi and the Director-General and without undue formality;
  - 7.89.2 reviewed at intervals to be agreed between those parties; and
  - 7.89.3 made publicly available if the parties consider that appropriate.
- 7.90 The Conservation Management Strategy/Plan will:
- 7.90.1 refer to the wāhi tapu framework;
  - 7.90.2 reflect the relationship between Iwi and wāhi tapu;
  - 7.90.3 reflect the importance of the protection of wāhi tapu; and
  - 7.90.4 acknowledge the role of the wāhi tapu management plan.
- 7.91 The discussion between the Iwi of Hauraki and the Director-General in relation to annual planning referred to in the relationship agreement will include a discussion of:
- 7.91.1 management activities in relation to wāhi tapu; and
  - 7.91.2 any relevant wāhi tapu management plan.

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- 7.92 Where the Iwi of Hauraki provide any information relating to wāhi tapu to the Director-General in confidence, the Director-General will respect that obligation of confidence to the extent that he or she is able to do under the relevant statutory frameworks.

#### CONSERVATION BOARDS

- 7.93 To avoid doubt:
- 7.93.1 clauses 7.4 to 7.6.1 apply to this section of the Pare Hauraki conservation framework; and
- 7.93.2 clause 7.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.
- 7.94 The Minister of Conservation must, on the nomination of the Pare Hauraki collective cultural entity, appoint one member to a Conservation Board covering all or a significant proportion of the Pare Hauraki Area.
- 7.95 Where there is more than one Conservation Board covering a significant proportion of the Pare Hauraki Area, the Minister of Conservation must:
- 7.95.1 appoint one member, on the nomination of the Pare Hauraki collective cultural entity, to the Board covering the most significant proportion the Pare Hauraki Area; and
- 7.95.2 consider the appointment, on the nomination of the Pare Hauraki collective cultural entity, of one member to any other such Board.
- 7.96 In relation to the appointments referred to in clauses 7.94 and 7.95, the Minister of Conservation:
- 7.96.1 must only appoint a nominee of the Pare Hauraki collective cultural entity; but
- 7.96.2 may discuss a particular nomination with the Pare Hauraki collective cultural entity and, if necessary, seek a replacement nomination.
- 7.97 Clause 7.98 applies where any Conservation Board covers the Pare Hauraki Area.
- 7.98 A Conservation Board to which clause 7.97 applies must acknowledge and provide for Pare Hauraki values and interests when exercising any function in the Pare Hauraki Area under section 6M of the Conservation Act 1987, including to enable the exercise by Pare Hauraki of kaitiakitanga over public conservation lands and waters.

#### CAPABILITY BUILDING

- 7.99 To avoid doubt:
- 7.99.1 clauses 7.4 to 7.6.1 apply to this section of the Pare Hauraki conservation framework; and
- 7.99.2 clause 7.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.
- 7.100 The Director-General recognises the important role that the Iwi of Hauraki have in protecting the natural, historic, and cultural heritage in the Pare Hauraki redress area.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 7: PARE HAURAKI CONSERVATION FRAMEWORK

7.101 The Director-General recognises the Iwi of Hauraki as kaitiaki of their rohe. In order to assist this, the Iwi of Hauraki and the Department will work together to:

7.101.1 share skills and knowledge;

7.101.2 provide volunteer opportunities, training, and on-the-ground support for the Iwi of Hauraki;

7.101.3 develop conservation initiatives with schools and young people; and

7.101.4 develop new initiatives, with other agencies, to promote skill development and employment opportunities for the Iwi of Hauraki in natural resource management.

#### **PARE HAURAKI AND DEPARTMENT OF CONSERVATION RELATIONSHIP AGREEMENT**

7.102 The Crown, through the Department of Conservation, and the Iwi of Hauraki acknowledge and agree that –

7.102.1 effective relationships between Pare Hauraki and the Department of Conservation are essential to support the other mechanisms in the deed; and

7.102.2 those relationships will evolve over time.

7.103 The Crown, through the Department of Conservation, and the Iwi of Hauraki acknowledge their shared commitment to building a strong, lasting and meaningful partnership with one another through the Pare Hauraki and Department of Conservation Relationship Agreement which the Crown and the Pare Hauraki collective cultural entity are to be treated as having entered into (as set out at the end of this part).

7.104 The Pare Hauraki and Department of Conservation Relationship Agreement may be reviewed and amended by agreement of the Minister of Conservation and Pare Hauraki.

## PARE HAURAKI AND DEPARTMENT OF CONSERVATION RELATIONSHIP AGREEMENT

This agreement marks an important milestone in the relationship between Te Papa Atawhai and the Iwi of Hauraki, and signifies the shared commitment to build a strong, lasting and meaningful partnership.

### OUR VISION

An enduring partnership between Pare Hauraki and Te Papa Atawhai that is founded on Te Tiriti o Waitangi/ Treaty of Waitangi, and aimed at enhancing the condition of the natural, historic, and cultural heritage of Hauraki.

### CONTEXT

Pare Hauraki and the Crown have entered into a collective redress deed to settle historical claims under Te Tiriti o Waitangi/ Treaty of Waitangi. The collective redress deed contains various mechanisms that will assist the ongoing partnership between the parties. It represents the first phase of an enduring relationship between the parties.

The conservation section in the collective redress deed establishes a framework for the co-governance, and related co-management, of natural resources and historical and cultural heritage. The co-governance provisions reflect the aspirations of Pare Hauraki to have a meaningful role in influencing policies, not just as another group in the community, but in a way that is consistent with their mana whenua status and their partnership relationship with the Crown under Te Tiriti o Waitangi/ Treaty of Waitangi. The co-management provisions give effect to Pare Hauraki aspirations to share in managing natural resources and historical and cultural heritage in a way that supports kaitiakitanga and mana motuhake.

### THE RELATIONSHIP

Te Papa Atawhai and Pare Hauraki recognise that an enduring partnership is fundamental to achieving enhanced conservation of natural resources and historical and cultural heritage. It is also fundamental for the successful implementation of the collective redress deed between the Crown and Pare Hauraki.

Pare Hauraki and Te Papa Atawhai agree that the following principles will guide how they will work together with trust, respect and dignity in the governance and management of the region's natural, historic and cultural resources:

- It will be a dynamic and evolving relationship, with the aspiration that it will become deeper and richer over time;
- Building an enduring relationship requires time, as well as financial and human resources, and there will be an ongoing commitment to learn more about the interests, world views and values of the other;
- Planned approaches to communication will be adopted to minimise the risks of misunderstanding, with the key components of early engagement, consultation before decisions are made, and active listening;

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 7: PARE HAURAKI CONSERVATION FRAMEWORK

- Decision-making processes are seen as opportunities to solve problems; and both partners will remain open to persuasion rather than committing to a particular position; and
- Decision-making processes respect and value different world views – including indigenous, scientific and practical.

#### ENGAGEMENT PROTOCOLS AND STRATEGIC OBJECTIVES

As soon as is practicable after the signing of this Relationship Agreement the parties will meet to agree long-term strategic objectives for the partnership.

Included in the strategic objectives will be consideration of how Pare Hauraki and Te Papa Atawhai can co-operate and achieve shared conservation outcomes including in the areas of:

- marine conservation (including strandings of marine mammals);
- freshwater fisheries;
- management of taonga species and pest control;
- conservation advocacy; and
- provision of visitor information.

Pare Hauraki and Te Papa Atawhai will meet, at senior levels, at least quarterly to discuss the implementation of the collective redress deed and Relationship Agreement, and the achievement of the long-term strategic objectives.

Te Papa Atawhai's annual business planning process determines its work priorities and commitments for the upcoming year. Te Papa Atawhai and Pare Hauraki will meet at an early stage of this process each year to discuss how the collective redress deed, Relationship Agreement, wāhi tapu management plans and associated management activities and strategic objectives will be reflected in the annual programme, and to identify potential projects to be undertaken together.

#### REVIEW

This Relationship Agreement can be reviewed and amended by the mutual agreement of the Minister of Conservation and Pare Hauraki.

## 8 CULTURAL REDRESS: STATUTORY ACKNOWLEDGEMENT

- 8.1 The Pare Hauraki collective redress legislation will, on the terms provided by sections 48 to 59 of the draft collective bill, -
- 8.1.1 provide the Crown's acknowledgement of the statements by the Iwi of Hauraki of their particular cultural, spiritual, historical, and traditional association with the Kaimai Range (as shown on deed plan OTS-100-304);
  - 8.1.2 require relevant consent authorities, the Environment Court and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
  - 8.1.3 require relevant consent authorities to forward to the Pare Hauraki collective cultural entity:
    - (a) summaries of resource consent applications within, adjacent to or directly affecting the statutory area; and
    - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
  - 8.1.4 enable the Pare Hauraki collective cultural entity, each governance entity and any member of Pare Hauraki, to cite the statutory acknowledgement as evidence of the association of Pare Hauraki with the statutory area.
- 8.2 The statement of association is in part 1 of the documents schedule.

## 9 CULTURAL REDRESS: TE REO REVITALISATION

- 9.1 The Crown, through all its relevant agencies, including Te Puni Kōkiri and the Ministry of Education, will support the Iwi of Hauraki in their efforts to revitalise their Te Reo through the development and implementation of a Pare Hauraki strategy for Te Reo revitalisation. The Crown support will include:
- 9.1.1 advice to the Iwi of Hauraki as they scope, develop, implement and monitor their Te Reo revitalisation strategy;
  - 9.1.2 access to quantitative and qualitative research about the health of the Māori language generally, and among the Iwi of Hauraki in particular, and support to interpret and apply this research;
  - 9.1.3 the ability to participate in consultation and other policy development processes undertaken by the Crown to develop Māori language policies, programmes and services;
  - 9.1.4 the ability to apply for contestable funds for Māori language revitalisation administered by government agencies;
  - 9.1.5 brokerage for the Iwi of Hauraki to engage with language planners and experts from other Iwi and Māori language organisations to:
    - (a) discuss Iwi language planning and revitalisations generally; and
    - (b) access advice about specific funding proposals and applications to government agencies and third-party funders;
  - 9.1.6 a meeting between the Minister for Māori Development, the Minister of Education and the Pare Hauraki collective cultural entity in order to discuss the development of their Hauraki Te Reo revitalisation strategy, and its inter-relationship with relevant Crown agencies, and a further meeting to discuss the strategy's implementation, and its inter-relationship with relevant Crown agencies, once the strategy has been developed;
  - 9.1.7 a payment of \$3 million to be made to the Pare Hauraki collective cultural entity within 5 working days of the later of –
    - (a) the date of this deed; and
    - (b) the date on which the Crown receives notice that the Pare Hauraki collective cultural entity has been established.
- 9.2 For the avoidance of doubt, it is agreed that:
- 9.2.1 the Crown may engage with Iwi and Māori language stakeholders about the scoping, development, investment in, implementation and monitoring of Māori language policies, programmes and services other than the Pare Hauraki strategy;
  - 9.2.2 any application to Crown and its agencies by the Iwi of Hauraki will stand on its own merits;

## PARE HAURAKI COLLECTIVE REDRESS DEED

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### 9: CULTURAL REDRESS: TE REO REVITALISATION

- 9.2.3 the provision of any and all mainstream funding and programmes will continue to be available to the Iwi of Hauraki; and
  - 9.2.4 the Iwi of Hauraki may continue to seek other forms of funding or support from the Crown or third party organisations;
  - 9.2.5 the Te Reo revitalisation payment of \$3 million will not be used as a basis by any agency to refuse, discount or delay any future funding to the Iwi of Hauraki; and
  - 9.2.6 the Iwi of Hauraki are not precluded from developing and seeking support, including funding, for iwi-specific Te Reo strategies.
- 9.3 The parties record that the Department of Internal Affairs and the Pare Hauraki collective cultural entity will enter into a Letter of Commitment relating to the care and management, access and use, and development and revitalisation of the Iwi of Hauraki Taonga, including Te Reo.

## 10 CULTURAL REDRESS: MINISTRY OF PRIMARY INDUSTRIES FISHERIES AND RECOGNITION REDRESS

### Advisory committee

- 10.1 By or on the settlement date, the Minister for Primary Industries must appoint the Pare Hauraki collective cultural entity as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995.
- 10.2 The advisory committee may propose written advice to the Minister for Primary Industries covering any matter relating to the sustainable utilisation of fisheries resources managed under the Fisheries Act 1996, in a place where an Iwi of Hauraki has an interest within the area shown on the map attached as schedule 1 to part 4 of the documents schedule.

### Fisheries right of first refusal over quota

- 10.3 The Crown agrees to grant to the Pare Hauraki collective cultural entity a right of first refusal to purchase certain quota as set out in the Fisheries RFR deed over quota.

### Delivery by the Crown of a Fisheries RFR deed over quota

- 10.4 The Crown must, by or on the settlement date, provide the Pare Hauraki collective cultural entity with two copies of a deed (the "**Fisheries RFR deed over quota**") on the terms and conditions set out in part 4 of the documents schedule and signed by the Crown.
- 10.5 The Pare Hauraki collective cultural entity must sign both copies of the Fisheries RFR deed over quota and return one signed copy to the Crown by no later than 10 business days after the settlement date.
- 10.6 The Fisheries RFR deed over quota will:
- 10.6.1 relate to the Fisheries RFR area;
  - 10.6.2 be in force for a period of 176 years from the settlement date; and
  - 10.6.3 have effect from the settlement date as if it had been validly signed by the Crown and the Pare Hauraki collective cultural entity on that date.
- 10.7 The Crown and the Pare Hauraki collective cultural entity agree and acknowledge that:
- 10.7.1 nothing in this deed, or the Fisheries RFR deed over quota, requires the Crown to:
    - (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;
    - (b) introduce any applicable species (being the species referred to in Schedule 1 of the Fisheries RFR deed over quota) into the quota management system (as defined in the Fisheries RFR deed over quota);  
or

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 10: CULTURAL REDRESS: MINISTRY OF PRIMARY INDUSTRIES FISHERIES AND RECOGNITION REDRESS

- (c) offer for sale any applicable quota held by the Crown except in accordance with the terms of the Fisheries RFR deed over quota;
- (d) the inclusion of any applicable species (being the species referred to in Schedule 1 of the Fisheries RFR deed over quota) in the quota management system may not result in any, or any significant, holdings by the Crown of applicable quota.

#### **Withdrawal from joint mandated iwi organisation**

10.8 The Pare Hauraki collective redress legislation will, on the terms provided by section 16 of the draft collective bill, provide that despite section 20(5) of the Maori Fisheries Act 2004, an iwi of Hauraki may withdraw from its joint mandated iwi organisation, provided that the withdrawing group commences their process of withdrawal:

10.8.1 in accordance with the process provided for in section 20(2)(a) of the Maori Fisheries Act 2004; and

10.8.2 no later than one year after the settlement date.

10.9 For the purposes of clause 10.8, "iwi of Hauraki" has the meaning given to it in the definition of "iwi" in section 5 of the Maori Fisheries Act 2004.

#### **Ministry for Primary Industries to have particular regard to Pare Hauraki World View when exercising functions under certain Acts**

10.10 The individual protocols between each Iwi of Hauraki and the Ministry for Primary Industries will require the Ministry to have particular regard to the Pare Hauraki World View when exercising functions under the Fisheries Act 1996, the Forests Act 1949 and the Biosecurity Act 1993.

## 11 CULTURAL REDRESS: OFFICIAL GEOGRAPHIC NAMES

11.1 The Pare Hauraki collective redress legislation will, from the settlement date, provide for each of the names listed in the third column to be the official geographic name for the features set out in columns 4 and 5.

No	Existing name	Official geographic name	Location (NZ Topo 50 map and grid references)	Geographic feature type
1.	Bean Rocks	Bean Rocks / Kapetaua	BA32 633 220	Rocks
2.	Black Hill	Motukehu Hill	BC36 536 571	Hill
3.	Browns Island (Motukorea)	Browns Island / Motukōrea	BA32 690 223	Island
4.	Calf Island	Tūhuaiti / Calf Island	BA34 143 235	Island
5.	Cape Colville	Cape Colville / Te Wharekaiatua	AZ34 101 614	Headland
6.	Carina Rock	Orua te Rerei / Carina Rock	BA35 380 112	Rock
7.	Cow Island	Tūhuanui / Cow Island	BA34 143 240	Island
8.	Cuvier Island (Repanga)	Cuvier Island / Repanga	AZ35 484 640	Island
9.	Great Barrier Island (Aotea)	Aotea / Great Barrier Island	AY34 176 934	Island
10.	Great Mercury Island (Ahuahu)	Te Ahuahu / Great Mercury Island	BA35 507 436	Island
11.	Hapuakohe	Te Hapū-a-Kohe	BC34 103 499	Hill
12.	Hapuakohe Range	Te Hapū-a-Kohe Range	BC34 164 488 to BC34 075 691	Range
13.	Hikuai Stream	Hikuwai Stream	BB35 415 966 to BB35 489 941	Stream
14.	Horuhoru Rock (Gannet Rock)	Horuhoru Rock	BA33 938 336	Rock
15.	Hot Water Beach	Te Puia / Hot Water Beach	BA35 511 155 to BA35 516 139	Beach
16.	Kapowai River (recorded)	Kapowai River	BB35 420 986 to BA35 404 115	River
17.	Kauaeranga River	Waiwhakaurunga River	BB35 408 981 to BB34 260 855	River
18.	Kirita Bay	Kiritā Bay	BA34 155 171 to BA34 156 167	Bay

PARE HAURAKI COLLECTIVE REDRESS DEED

11: CULTURAL REDRESS: OFFICIAL GEOGRAPHIC NAMES

19.	Kirita Stream	Kiritā Stream	BA34 188 162 to BA34 159 168	Stream
20.	Motukahaua Island (Happy Jack Island)	Motukahaua Island	BA34 122 407	Island
21.	Motukakarikitahi Island (Rat Island)	Motukākārikītahi Island	BA34 189 291	Island
22.	Motukaramarama Island (Bush Island)	Motukāramarama Island	BA34 139 380	Island
23.	Motuoruhi Island (Goat Island)	Motuoruhi Island	BA34 145 311	Island
24.	Motupohukuo Island (Turkey Island)	Motupohukuo Island	BA34 198 317	Island
25.	Motupotaka (Black Rocks)	Motupōtaka Rocks	BA34 111 424	Rocks
26.	Moturua Island (Rabbit Island)	Moturua Island	BA34 138 360	Island
27.	Motuwī Island (Double Island)	Motuwī Island	BA34 417 383	Island
28.	Needle Rock	Needle Rock / Motutewha	BA36 540 308	Rock
29.	Nga Horo Island	Ngāhoro Island	BB36 740 045	Island
30.	Otautu Bay	Ō-Tautū-i-te-Rangi Bay	BA34 181 456 to BA34 188 452	Bay
31.	Otautu Point	Ō-Tautū-i-te-Rangi Point	BA34 181 455	Point
32.	Port Jackson	Muriwai / Port Jackson	AZ34 089 601 to AZ34 101 611	Bay
33.	Primrose Hill (local use)	Karanga Tūī	BC35 370 595	Hill
34.	Puatumarū Rock	Te Pū Taumarū Rock	BB34 236 924	Rock
35.	Pukeoraka	Te Puke-o- Rakamaomao	BB35 287 856	Hill
36.	Raeotepapa Stream	Kirituna Stream	BC35 359 526 to BC35 336 523	Stream
37.	Red Mercury Island (Whakau)	Whakaū / Red Mercury Island	BA36 622 429	Island
38.	Rotoroa Island	Rātōroa Island	BA33 960 235	Island
39.	Stony Stream	Pūkiore Stream	BB35 485 894 to BB35 474 933	Stream
40.	Table Mountain	Whakairi / Table Mountain	BB35 367 965	Hill

**PARE HAURAKI COLLECTIVE REDRESS DEED**

**11: CULTURAL REDRESS: OFFICIAL GEOGRAPHIC NAMES**

41.	Tapapakanga Stream	Te Tāpapakanga-o-Puku Stream	BB33 979 999 to BB33 012 055	Stream
42.	Tararu	Te Tararua o Hinetekakara	BB34 271 934	Hill
43.	Taumaharua	Taumaharua	BC35 402 613	Peak
44.	Te Aroha	Te Aroha-a-uta	BC35 423 424	Hill
45.	Thornton Bay	Te Wharau / Thornton Bay	BB34 243 952	Bay
46.	Tokatara Rock	Te Toko-tarea-ō-Tautū-i-te-Rangi	BA34 179 455	Rock
47.	Union Hill (local use)	Motumanawa Hill	BC36 528 582	Hill
48.	Unnamed	Patutahi	BA32 641 178	Historic site
49.	Unnamed	Pukewā	BC35 517 584	Historic Site
50.	Unnamed	Te Pū Taumarū	BB34 236 922	Historic Site
51.	Waiotahi Stream	Waiotahe Stream	BB34 268 895 to BB34 255 877	Stream
52.	Warahoe Stream	Wharahoe Stream	BB35 343 828 to BB34 279 794	Stream

11.2 The Pare Hauraki collective redress legislation will provide for the official geographic names, on the terms provided by sections 60 to 63 of the draft collective bill.

11.3 The legislation giving effect to the collective redress deed of historical Treaty of Waitangi claims between Ngāti Rehua-Ngātiwai ki Aotea and the Crown will provide for an Aotea / Great Barrier Island name change if it comes into force before the Pare Hauraki collective redress legislation.

## 12 CULTURAL REDRESS EXCLUSIVITY

- 12.1 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, a settlement that provides for the same or similar cultural redress.
- 12.2 However, the Crown must not enter into a settlement that provides for the vesting of the Moehau Tupuna Maunga or Te Aroha Tupuna Maunga.

### 13 CULTURAL REDRESS: LETTER OF INTRODUCTION

- 13.1 The Minister for Treaty of Waitangi Negotiations must, no later than three months after the settlement date, write a letter, as set out in part 5A of the documents schedule to the Minister of Finance and the Minister of Land Information, as the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales.



## 14 COMMERCIAL REDRESS: PROPERTIES

### FINANCIAL REDRESS TO IWI OF HAURAKI

- 14.1 The Crown has offered the Iwi of Hauraki financial redress in the sum of \$100,000,000 for the settlement of claims in the Hauraki negotiations region.
- 14.2 Each Iwi of Hauraki will receive its financial redress through its own deed of settlement.

### PROPERTIES TO BE TRANSFERRED

- 14.3 The following properties, more particularly described in parts 3 to 5 of the property redress schedule, are to be transferred:

14.3.1 the licensed land, being the following forest lands:

- (a) Kauaeranga:
- (b) Tairua:
- (c) Hauraki Waihou Forest:
- (d) Whangamata:
- (e) Whangapoua:
- (f) Hauraki Athenree Forest:

14.3.2 the early release commercial redress properties:

14.3.3 the commercial redress properties.

### EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

- 14.4 Within 20 working days after the later of the date of this deed and the date on which the Pare Hauraki collective commercial entity is established, the early release commercial redress properties are to be transferred by the Crown to the Pare Hauraki collective commercial entity in accordance with the early release commercial redress property terms.

### COMMERCIAL REDRESS PROPERTIES

14.5 Each commercial redress property is to be –

14.5.1 transferred by the Crown to the Pare Hauraki collective commercial entity on the settlement date -

- (a) without any consideration; and

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 14: COMMERCIAL REDRESS: PROPERTIES

(b) on the terms of transfer in part 8 of the property redress schedule; and

14.5.2 as described, and is to have the transfer value provided, in part 4 of the property redress schedule.

14.6 The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 4 of the property redress schedule in relation to that property.

#### SUBSEQUENT TRANSFER BY PARE HAURAKI COLLECTIVE COMMERCIAL ENTITY

14.7 The Crown acknowledges and the parties agree that the Pare Hauraki collective commercial entity must transfer each early release commercial redress property and each commercial redress property in respect of which iwi are specified in tables 1 and 2 respectively below, to the governance entity of that iwi, within 20 working days after the transfer by the Crown to the Pare Hauraki collective commercial entity.

14.8 The Pare Hauraki collective commercial entity shall not derive any financial benefit from its holding of a property to be transferred in accordance with clause 14.7, including from any increase in value of such a property or from any income relating to such a property.

14.9 Where more than one iwi is specified next to a property in the table below, the property will be transferred by the Pare Hauraki collective commercial entity to the governance entities of the specified iwi in undivided equal shares as tenants in common, unless otherwise agreed between the relevant parties.

**TABLE 1: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES**

No	Address	Iwi of Hauraki	Agreed transfer value
1	19 Buffalo Beach Road, Whitianga	Ngāti Hei	\$1,877,167
2	22 Nicholas Avenue, Whitianga	Ngāti Hei	\$206,500
3	603 MacKay Street, Thames	Ngāti Maru	\$268,333
4	112 A & B Grafton Road, Thames	Ngāti Maru	\$166,600
5	5 Kopu-Hikuai Road, Thames	Ngāti Maru	\$81,900
6	19 Hayward Road, Ngatea	Ngāti Maru	\$142,333
7	Mahuta Road North / Cross Road SH2, Mangatarata	Ngāti Maru	\$15,633

**PARE HAURAKI COLLECTIVE REDRESS DEED**

**14: COMMERCIAL REDRESS: PROPERTIES**

8	400 Woodland Road, Katikati	Ngāti Maru	\$9,333
9	Cnr Stanley Avenue / Ritchie Street, Te Aroha	Ngāti Rāhiri Tumutumu	\$1,222,667
10	8 Hanna Street, Te Aroha	Ngāti Rāhiri Tumutumu	\$126,233
11	132 Park Road, Katikati	Ngāti Tamaterā	\$184,800
12	6 Albert Street, Mackaytown	Ngāti Tara Tokanui	\$106,633
13	Sub Station Lane, Waikino	Ngāti Tara Tokanui	\$4,200
14	119 Whangapoua Road, Coromandel	Te Patukirikiri	\$221,433
15	69 Broadway Road, Waihi Beach	i. Hako ii. Ngāti Tara Tokanui	\$478,333
16	40 Kerepehi Town Road, Kerepehi	i. Hako ii. Ngaati Whanaunga	\$39,667
17	2 Church Road / North Road, Mangatarata	i. Hako ii. Ngāti Maru	\$259,000
18	1857 Kopu-Hikuai Road (SH25A), Thames	i. Ngāti Hei ii. Ngāti Maru	\$20,767
19	465 - 475 Stanley Road South, Te Aroha	i. Ngāti Maru ii. Ngāti Rāhiri Tumutumu	\$267,167
20	Cnr Orchard East Road / SH2, Ngatea	i. Ngāti Maru ii. Ngāti Tamaterā	\$133,700
21	607 MacKay Street, Thames	i. Ngāti Maru ii. Ngaati Whanaunga	\$187,133
22	609 MacKay Street, Thames	i. Ngāti Maru ii. Ngaati Whanaunga	\$141,400
23	416 Brown Street, Thames	i. Ngāti Maru ii. Ngaati Whanaunga	\$189,233

PARE HAURAKI COLLECTIVE REDRESS DEED

14: COMMERCIAL REDRESS: PROPERTIES

24	131 Karaka Road, Thames	i. Ngāti Maru ii. Ngaati Whanaunga	\$215,367
25	28 Waimarei Avenue, Paeroa	i. Ngāti Tamaterā ii. Ngāti Tara Tokanui	\$117,133
26	1679 State Highway 2, Athenree	i. Ngāti Tamaterā ii. Ngāti Tara Tokanui	\$129,733
27	179 Normanby Road, Paeroa	i. Hako ii. Ngāti Tamaterā iii. Ngāti Tara Tokanui	\$392,000
28	Seddon Avenue / Waitete Road / Orchard Road, Waihi	i. Hako ii. Ngāti Tamaterā iii. Ngāti Tara Tokanui	\$469,000
29	105 Isabel Street, Whangamata	i. Hako ii. Ngāti Maru iii. Ngāti Tamaterā iv. Ngaati Whanaunga	\$202,067
30	1-5 Toko Road, Whangamata	i. Hako ii. Ngāti Maru iii. Ngāti Tamaterā iv. Ngaati Whanaunga	\$809,667
31	Feisst Road / Bell Road, Maramarua	i. Ngāti Maru ii. Ngāti Paoa iii. Ngāti Tamaterā iv. Ngaati Whanaunga	\$1,208,667
32	401 Achilles Avenue, Whangamata	i. Hako ii. Ngāti Maru iii. Ngāti Rāhiri Tumutumu iv. Ngāti Tamaterā v. Ngaati Whanaunga	\$204,167
33	107 Ajax Road, Whangamata	i. Hako ii. Ngāti Maru iii. Ngāti Tamaterā iv. Ngāti Tara Tokanui v. Ngaati Whanaunga	\$193,900

PARE HAURAKI COLLECTIVE REDRESS DEED

14: COMMERCIAL REDRESS: PROPERTIES

TABLE 2: COMMERCIAL REDRESS PROPERTIES			
No	Address	Iwi of Hauraki	Agreed transfer values
34	Cnr Coronation Street / Opukeko Road, Paeroa	Hako	\$108,500
35	Lipsey / 37 Burgess Streets, Te Aroha	Ngāti Rāhiri Tumutumu	\$57,167
36	24 Gordon Avenue, Te Aroha	Ngāti Rāhiri Tumutumu	\$56,467
37	1 Terminus Street, Te Aroha	Ngāti Rāhiri Tumutumu	\$80,500
38	6 Gordon Avenue, Te Aroha	Ngāti Tamaterā	\$105,233
39	16 Gordon Avenue, Te Aroha	Ngāti Tamaterā	\$44,333
40	150 Opoutere Road, Opoutere	Ngaati Whanaunga	\$170,333
41	35 Stanley Avenue, Te Aroha	i. Ngāti Rāhiri Tumutumu ii. Ngāti Tamaterā	\$141,633

14.10 The parties agree that –

14.10.1 in respect of each property listed in table 1 and table 2 above, each agreed transfer value for that property set out in column 4 of each table will be deducted from the financial redress amount in respect of the historical Treaty of Waitangi claims of each of the iwi listed in column 3 of each table through its individual comprehensive settlements; and

14.10.2 where more than one iwi is specified next to a property, the agreed transfer value will be allocated and deducted in equal amounts from the financial redress amounts in the specified iwi settlements, unless otherwise agreed between the relevant parties; and

14.10.3 accordingly, the amounts to be deducted in each specified iwi settlement are set out in the table below.

**PARE HAURAKI COLLECTIVE REDRESS DEED**

**14: COMMERCIAL REDRESS: PROPERTIES**

<b>Iwi</b>	<b>Early release (On-account) amount</b>	<b>Commercial Redress Amount</b>	<b>Total</b>
Hako	\$1,008,047	\$108,500	\$1,116,547
Ngāti Hei	\$2,094,051	-	\$2,094,051
Ngāti Maru	\$2,025,729	-	\$2,025,729
Ngāti Paoa	\$302,167	-	\$302,167
Ngāti Rāhiri Tumutumu	\$1,523,317	\$264,951	\$1,788,268
Ngāti Tamaterā	\$1,296,797	\$220,383	\$1,517,180
Ngāti Tara Tokanui	\$799,213	-	\$799,213
Ngaati Whanaunga	\$1,021,114	\$170,333	\$1,191,447
Te Patukirikiri	\$221,433	-	\$221,433

**LICENSED LAND**

14.11 The Crown and the Pare Hauraki collective CFL land entity are to be treated as having entered into an agreement for the sale and purchase of the licensed land.

14.12 The agreement for sale and purchase under clause 14.11 is to be treated as –

14.12.1 providing that the Pare Hauraki collective CFL land entity must, on the settlement date pay to the Crown the transfer value of the licensed land, plus GST if any; and

14.12.2 providing that the terms of transfer in part 8 of the property redress schedule apply and, in particular, the Crown must, subject to the Pare Hauraki collective CFL land entity paying the amount payable under clause 14.12.1, transfer the licensed land on the settlement date on the basis set out in clause 14.16; and

14.12.3 providing that the amount payable under clause 14.12.1 is payable by –

(a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or

(b) another payment method agreed in writing by the Pare Hauraki collective CFL land entity and the Crown.

14.13 The transfer of the licensed land will be –

14.13.1 subject to, and where applicable with the benefit of, the encumbrances provided in part 5 of the property redress schedule in relation to that property; and

14.13.2 subject to the Pare Hauraki collective CFL land entity providing to the Crown before the registration of the transfer of the licensed land right of way easements in gross on the terms and conditions set out in "type A" in part 7.1 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 14: COMMERCIAL REDRESS: PROPERTIES

the third column of part 5 of the property redress schedule that refer to this clause 14.13.2; and

- 14.13.3 subject to the Crown providing to the Pare Hauraki collective CFL land entity before the registration of the transfer of the licensed land, right of way easements on the terms and conditions set out as "type B" in part 7.2 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 5 of the property redress schedule that refer to this clause 14.13.3; and
- 14.13.4 subject to the Pare Hauraki collective CFL land entity providing to the Crown before the registration of the transfer of the licensed land a right of way easement on the terms and conditions set out in "type C" in part 7.3 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 5 of the property redress schedule that refer to this clause 14.13.4.
- 14.14 The parties to the easements referred to in clause 14.13.2, 14.13.3 and 14.13.4 are bound by the easement terms from the settlement date.
- 14.15 The Pare Hauraki collective redress legislation will, on the terms provided by sections 136 to 141 of the draft collective bill, provide for the following in relation to the licensed land:
- 14.15.1 the licensed land to cease to be Crown forest land upon registration of the transfer:
- 14.15.2 the Pare Hauraki collective CFL land entity to be, from the settlement date, in relation to the licensed land –
- (a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
- (b) entitled to the rental proceeds since the commencement of the Crown forestry licence:
- 14.15.3 despite clause 11.4 of the Crown forestry rental trust deed, the Crown forestry rental trust to pay to Pare Hauraki collective CFL land entity –
- (a) on the settlement date, the rental proceeds held on that date; and
- (b) any further rental proceeds received after the settlement date, as soon as reasonably practicable after the Crown forestry rental trust receives those funds under the Crown forestry rental trust deed:
- 14.15.4 the Crown to give notice under section 17(4)(b) of the Crown Forests Assets Act 1989 terminating the Crown forestry licence in so far as it relates to the licensed land, at the expiry of the period determined under that section, as if –

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 14: COMMERCIAL REDRESS: PROPERTIES

- (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and
- (b) the Waitangi Tribunal's recommendation became final on the settlement date:

14.15.5 the Pare Hauraki collective CFL land entity to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the TSP settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying:

14.15.6 for rights of access to areas that are wāhi tapu.

14.16 The Crown acknowledges that the ownership shares and transfer price allocation for the licensed land among the Iwi of Hauraki is shown in the table below:

Iwi	Ownership Share of Licensed Land	Transfer Price Share from Licensed Land Rental Monies
Hako	9.0%	\$2,348,352
Ngāi Tai ki Tāmaki	1.2%	\$313,114
Ngāti Hei	8.5%	\$2,217,888
Ngāti Maru	20.8%	\$5,427,302
Ngāti Paoa	16.0%	\$4,174,848
Ngāti Porou ki Hauraki	2.5%	\$652,320
Ngāti Pūkenga	2.0%	\$521,856
Ngāti Rāhiri Tumutumu	5.5%	\$1,435,104
Ngāti Tamaterā	18.0%	\$4,696,703
Ngāti Tara Tokanui	6.0%	\$1,565,568
Ngaati Whanaunga	8.5%	\$2,217,888
Te Patukirikiri	2.0%	\$521,856
<b>Total</b>	<b>100%</b>	<b>\$26,092,797</b>

14.17 The Crown also acknowledges that:

- 14.17.1 any rental proceeds payable under clause 14.15.3 that are in excess of the transfer value of the licensed land payable under clause 14.12.1 must be allocated to the Iwi of Hauraki in the same proportions as shown in the second column of the above table; and
- 14.17.2 the New Zealand units associated with the licensed land must be allocated to the Pare Hauraki collective CFL land entity in the same proportions as shown in the second column of the above table.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 14: COMMERCIAL REDRESS: PROPERTIES

#### CLIMATE CHANGE

- 14.18 The parties record that, under the Climate Change Response Act 2002, the Pare Hauraki collective CFL land entity will have the right to apply for New Zealand units (as defined in that Act) associated with its ownership of the licensed land.

#### DEFERRED SELECTION PROPERTIES

- 14.19 The Pare Hauraki collective commercial entity may, during the deferred selection period (being five years from the settlement date), give the Crown a written notice of interest in respect of each deferred selection property in accordance with paragraph 7.1 of the property redress schedule.
- 14.20 Part 7 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the Pare Hauraki collective commercial entity.
- 14.21 In respect of each of the following deferred selection properties, the Pare Hauraki collective commercial entity must grant a registrable conservation covenant immediately after its purchase:
- 14.21.1 Tairua Forest Conservation Area:
  - 14.21.2 Conservation Area – Kitahi:
  - 14.21.3 Conservation Area – Hikuai:
  - 14.21.4 Conservation Area – Kitahi site B:
  - 14.21.5 Conservation Area – Mangarehu Stream:
  - 14.21.6 Conservation Area – Oteao Stream.
- 14.22 Each conservation covenant referred to in clause 14.21 is to be on the terms set out in part 8 of the documents schedule.
- 14.23 The Pare Hauraki collective redress legislation will, on the terms provided by –
- 14.23.1 section 133(2) of the draft collective bill, provide that a deferred selection property that becomes a purchased deferred selection property ceases to be a conservation area under the Conservation Act 1987; and
  - 14.23.2 section 133(4) of the draft collective bill, provide that, if the deferred selection property described as Waihou River Conservation Area in part 6 of the property redress schedule becomes a purchased deferred selection property, it continues to be a soil conservation reserve subject to the Soil Conservation and Rivers Control Act 1941 under the control and management of the Waikato Regional Council; and

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 14: COMMERCIAL REDRESS: PROPERTIES

14.23.3 section 134 of the draft collective bill, provide that, if a deferred selection property referred to in clause 14.24 becomes a deferred selection property, its transfer to the Pare Hauraki collective commercial entity does not affect the powers and responsibilities of the Waikato Regional Council under the Soil Conservation and Rivers Control Act 1941 to maintain, access, repair, or construct, without charge to the Council, flood protection assets on, or associated with, the property.

14.24 The deferred selection properties referred to in clause 14.23.3 are the properties described in part 6 of the property redress schedule as –

14.24.1 Piako River Conservation Area; and

14.24.2 Patetonga (Flax Mill Road) Conservation Area.

### PARE HAURAKI COLLECTIVE REDRESS LEGISLATION

14.25 The Pare Hauraki collective redress legislation will, on the terms provided by sections 127-132, 133(1) and 133(2) of the draft collective bill, enable the transfer of the licensed land, the commercial redress properties, and the deferred selection properties.

### RFR FROM THE CROWN

14.26 The Pare Hauraki collective commercial entity is to have a right of first refusal in relation to a disposal of:

14.26.1 the 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, Housing New Zealand Corporation, the University of Waikato, the Waikato District Health Board or Maritime New Zealand; and

14.26.2 that land which is within the RFR area that, on the settlement date, –

(a) is vested in the Crown; or

(b) is held in fee simple by the Crown; or

(c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown.

14.27 The right of first refusal is –

14.27.1 to be on the terms provided by sections 159 to 195 of the draft collective bill; and

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 14: COMMERCIAL REDRESS: PROPERTIES

14.27.2 in particular, to apply–

- (a) for a term of 176 years from the settlement date; but
- (b) only if the RFR land is not being disposed of in the circumstances referred to in section 162(2) of the draft collective bill.

#### ADDITIONAL PROVISIONS RELATING TO HOUSING NEW ZEALAND RFR LAND

- 14.28 The Crown acknowledges that, if the Pare Hauraki collective commercial entity receives a notice, as provided by section 163 of the draft collective bill, to dispose of any Housing New Zealand RFR land specified in table 6 of part 5 of the attachments in respect of which an iwi is specified in the fourth column of that table, clauses 14.29 and 14.30 apply.
- 14.29 The Pare Hauraki collective commercial entity will, as soon as practicable, provide the governance entity of the iwi specified in the fourth column of table 6 of part 5 of the attachments in relation to the Housing New Zealand RFR land (**relevant governance entity**) with the notice referred to in clause 14.28, to enable the relevant governance entity to decide whether to direct the Pare Hauraki collective commercial entity to accept the offer for the Housing New Zealand RFR land on behalf of the relevant governance entity as provided by section 166 of the draft collective bill.
- 14.30 If the relevant governance entity directs the Pare Hauraki collective commercial entity to accept the offer for the Housing New Zealand RFR land on behalf of the relevant governance entity, the Pare Hauraki collective commercial entity will accept the offer for the Housing New Zealand RFR land on behalf of the relevant governance entity in accordance with section 166 of the draft collective bill.

#### ADDITIONAL PROVISIONS RELATING TO KING FAMILY RFR LAND

- 14.31 The Pare Hauraki collective commercial entity is to have a first right to purchase the King Family RFR property specified in table 1 of part 5 of the attachments in the circumstances set out in sections 168 and 169 of the draft collective bill.

#### LAND REQUIRED FOR COMPREHENSIVE SETTLEMENTS

- 14.32 The Iwi of Hauraki record their agreement that the RFR is not to apply to any land (including a cultural redress property or land used for commercial redress) that is required for the settling of historical claims under Te Tiriti o Waitangi / the Treaty of Waitangi, being those relating to acts or omissions of the Crown before 21 September 1991.
- 14.33 To give effect to that agreement, the Pare Hauraki collective redress legislation will, as provided by section 161 of the draft collective bill, provide for the removal of any land (except the King Family RFR property) from the RFR regime required for another Treaty settlement.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 14: COMMERCIAL REDRESS: PROPERTIES

#### RFR LAND THAT WAS DSP UNDER IWI-SPECIFIC SETTLEMENT

- 14.34 The Crown acknowledges that, if the Pare Hauraki collective commercial entity receives a notice, as provided by section 163 of the draft collective bill, regarding any land that was a deferred selection property under a deed of settlement of historical Treaty claims of an Iwi of Hauraki, but has ceased to be because it is surplus to the land holding agency's requirements, clauses 14.35 and 14.36 apply.
- 14.35 The Pare Hauraki collective commercial entity will, as soon as practicable, provide the governance entity or entities of the Iwi of Hauraki (**relevant DSP governance entity**) that previously had the right to acquire the property as a deferred selection property with the notice referred to in clause 13.31 to enable the relevant DSP governance entity or entities to decide whether to direct the Pare Hauraki collective commercial entity to accept the offer for the property on behalf of the relevant DSP governance entity or entities as provided by section 166 of the draft collective bill.
- 14.36 If the Pare Hauraki collective commercial entity is directed to accept the offer for the property on behalf of the relevant DSP governance entity or entities, the Pare Hauraki collective commercial entity will accept the offer for the property on behalf of the relevant DSP governance entity or entities in accordance with section 166 of the draft collective bill.

#### SECOND RIGHT OF REFUSAL

- 14.37 The Pare Hauraki collective commercial entity is to have a second right of refusal in relation to a sale by the Crown of second right of refusal land, being land subject to section 11 of the Waikato Raupatu Claims Settlement Act 1995 (**1995 Act**) and listed in the attachments as second right of refusal land that, on the settlement date, is owned by the Crown.
- 14.38 The second right of refusal is on the terms provided by section 196 to 208 of the draft collective bill, which provide that –
- 14.38.1 the Crown may not sell second right of refusal land under section 11(3)(a) of the 1995 Act to any other person without first offering it to the Pare Hauraki collective commercial entity; and
- 14.38.2 the terms of the offer must be equivalent to those set out in the offer made under section 11(1) of that Act in respect of which a contract for sale and purchase was not constituted; and
- 14.38.3 an offer is not required following a re-offer under section 11(4) of that Act.

#### STATE OWNED ENTERPRISES

- 14.39 The Crown is supportive of the Pare Hauraki collective commercial entity exploring arrangements on an independent and commercial basis, with State Owned Enterprises in the Hauraki Collective Right of First Refusal area.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 14: COMMERCIAL REDRESS: PROPERTIES

#### EXCHANGE OF LICENSED LAND AND COUNCIL LAND

14.40 The Pare Hauraki collective redress legislation will, on the terms provided by section 135 of the draft collective bill, direct the transfer by way of exchange, –

14.40.1 of the Council land (as defined in section 135(7) of the draft collective bill) from the Thames-Coromandel District Council to the Pare Hauraki collective CFL land entity; and

14.40.2 of the fire station land (as defined in section 135(7) of the draft collective bill) from the Pare Hauraki collective CFL land entity to the Thames-Coromandel District Council.

14.41 The Pare Hauraki collective CFL land entity must, as soon as reasonably practical after it has executed the deed of covenant under clause 16.7.1, enter into an agreement with the Thames-Coromandel District Council which will be given effect to by the transfer by way of exchange.

**[Note: The agreement referred to in clause 14.41 will be included in the documents schedule by deed signing, and it will provide that the costs of effecting the transfer lie with the Council.]**

## 15 COMMERCIAL REDRESS: MINERALS

### Preamble

- 15.1 Mineral extraction, especially gold, is central to the history of Crown-Pare Hauraki relations and its harmful effects are still felt being felt in current times. Pākeha settlement in the Hauraki region was associated with the search for and exploitation of minerals, beginning with the discovery of gold near Coromandel Harbour in 1852.
- 15.2 The first minerals agreement between the Crown and Pare Hauraki rangatira was signed at Patapata in 1852, and involved gold mining at Kapanga. Subsequently, gold and other minerals were mined, on the basis that land would not be alienated, at Kauaeranga from 1866, Ohinemuri from 1875, Te Aroha from 1880, and the east Coromandel Peninsula from Kuaotunu to Waihi from the late 1880s. Each of these transactions involved varying reactions from the Iwi of Hauraki, for example at Ohinemuri.
- 15.3 The Waitangi Tribunal's Hauraki Report estimates that over 1,400 tonnes of gold and silver bullion was extracted from Hauraki in the period 1862-1952. The Iwi of Hauraki received an estimated £89,000 from mining cession agreements between 1867 and 1897 while the value of gold exported in the same period was worth approximately £7.8 million (representing around 1.1% for Pare Hauraki).
- 15.4 Some Pare Hauraki rangatira expressed a desire to derive income from the prospecting of gold in their rohe while continuing to retain control and ownership of those lands, others opposed mining on their lands altogether.
- 15.5 In the twentieth century, mining continued at Waihi. In 1940, the MacCormick commission recommended the Crown make an ex gratia payment to Pare Hauraki in recognition of the unequal nature of the mining agreements made in the nineteenth century. The Crown, however, neglected to implement this recommendation. The Crown also failed to return lands made available for mining and still in Māori ownership (but no longer used for mining purposes) to Māori. Mineral extraction remains a feature of the Hauraki region and the negative consequences for the Iwi of Hauraki continue to this day.
- 15.6 The extent of claims of breaches of the Treaty of Waitangi / Te Tiriti o Waitangi and its principles relating to minerals and mining is unique to Pare Hauraki. The Waitangi Tribunal devoted one third of the Hauraki Report to the Treaty issues arising from mining and the Coromandel goldfields. It found that nowhere else did Māori face the rapid expansion of so large a mining industry and nowhere else was so much Maori land affected. This had long-term impacts on the Iwi of Hauraki.
- 15.7 Over the generations, Hauraki rangatira persistently protested the alienation of mineral-bearing lands, the loss of wāhi tapu, environmental degradation including the deterioration of water quality and damage to waterways, declining revenues from mineral extraction, the loss of livelihood experienced by the iwi as a result of Crown actions, and the Crown's failure to honour minerals agreements. These form the foundation of the Pare Hauraki claims.

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 15: COMMERCIAL REDRESS: MINERALS

- 15.8 The Crown has acknowledged that at various times it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when acquiring gold-bearing land in Hauraki, and that it deprived iwi of their rangatiratanga over land subject to mining licences. As a consequence, Pare Hauraki saw little economic benefit from mineral extraction. The Iwi of Hauraki suffered significantly as a result of Crown Treaty breaches relating to minerals.
- 15.9 The Crown has also acknowledged that mineral extraction in Hauraki has resulted in ongoing environmental degradation, changes and pollution to lands, waterways (including contamination from heavy metals), and food sources, including modifications to the course of the Waihou and Ohinemuri Rivers and their tributaries that drained resource-rich wetlands, destroyed wāhi tapu, and caused significant harm to Tikapa Moana and its kaimoana resources.
- 15.10 This part of the deed contains redress provided to the Iwi of Hauraki in respect of minerals.

#### **Transfer of certain Crown-owned minerals and payment of royalties**

- 15.11 The Pare Hauraki collective redress legislation will provide, on the terms provided by sections 143 to 158 of the draft collective bill, that despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown) any Crown owned minerals in land vested in or transferred to any Pare Hauraki collective entity under this deed vest or transfer with, and form part of, the land, but that vesting or transfer does not limit section 10 of that Act (petroleum, gold, silver and uranium) or affect other existing lawful rights to subsurface minerals.
- 15.12 To avoid doubt, nothing in any item listed in the third column of the tables listed in parts 3 to 6 of the property redress schedule affects the vesting or transfer of Crown-owned minerals under clause 15.11.
- 15.13 Sections 148 to 158 of the draft collective bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 15.11 applies.
- 15.14 The Crown acknowledges, for the avoidance of doubt, that it has no property in any minerals existing in their natural condition in Māori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

#### **Involvement in any review of ownership of gold and silver**

- 15.15 If the Crown decides to initiate a review of the ownership of gold and silver (alone or as part of a wider review of all nationalised minerals), the Crown will:
- 15.15.1 involve representatives of Pare Hauraki in the review process
- 15.15.2 include Ministerial engagement with representatives of Pare Hauraki;

## PARE HAURAKI COLLECTIVE REDRESS DEED

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### 15: COMMERCIAL REDRESS: MINERALS

- 15.15.3 recognise the importance of the Statement of Pare Hauraki World View and Programme for a Culture of Natural Resources Partnership and ensure it is taken into account in the review; and
- 15.15.4 acknowledge the unique history that the Iwi of Hauraki have with gold and silver.

#### **Relationship agreement with the Crown through the Ministry of Business, Innovation and Employment**

- 15.16 The Crown through the Ministry of Business, Innovation and Employment and the Pare Hauraki collective cultural entity are to be treated as having entered into the relationship agreement set out in part 2 of the documents schedule.
- 15.17 A failure by the Crown or the Pare Hauraki collective cultural entity to comply with the relationship agreement is not a breach of this deed.

## 16 PARE HAURAKI COLLECTIVE REDRESS LEGISLATION, PARE HAURAKI COLLECTIVE ENTITIES, CONDITIONS, AND TERMINATION

### PARE HAURAKI COLLECTIVE REDRESS LEGISLATION

- 16.1 The Crown must propose the draft collective bill for introduction to the House of Representatives to give effect to this deed.
- 16.2 The Pare Hauraki collective redress legislation must:
- 16.2.1 provide for all matters for which legislation is required to give effect to this deed; and
  - 16.2.2 be agreed by the Iwi of Hauraki and the Crown.
- 16.3 The Iwi of Hauraki and Crown acknowledge that:
- 16.3.1 the draft collective bill must comply with relevant drafting conventions for a government bill; and
  - 16.3.2 this deed contains significant features to the Iwi of Hauraki that must be given effect to through the draft collective bill.
- 16.4 The draft collective bill proposed for introduction to the House of Representatives may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki.
- 16.5 The Crown must not, after introduction to the House of Representatives, propose changes to the draft collective bill other than changes agreed in writing by the Pare Hauraki collective entities and the Crown.
- 16.6 The Iwi of Hauraki and the Pare Hauraki collective entities must support the passage through Parliament of the draft collective bill.

### PARE HAURAKI COLLECTIVE ENTITIES

- 16.7 Despite clause 16.1, the Crown is not obliged to propose legislation for introduction to the House of Representatives until:
- 16.7.1 each Pare Hauraki collective entity has executed, and delivered to the Crown, the deed of covenant in the form set out in part 3 of the documents schedule; and
  - 16.7.2 the Iwi of Hauraki have established the Pare Hauraki collective cultural entity by procuring the proper execution of a deed of trust in the form previously approved by the Crown; and
  - 16.7.3 the Iwi of Hauraki have established the Pare Hauraki collective commercial entity and Pare Hauraki collective CFL land entity by procuring the proper

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 16: PARE HAURAKI COLLECTIVE REDRESS LEGISLATION, PARE HAURAKI COLLECTIVE ENTITIES, CONDITIONS, AND TERMINATION

execution of a limited partnership agreement for each of those entities in the form previously approved by the Crown; and

- 16.7.4 the Pare Hauraki collective commercial entity and the Pare Hauraki collective CFL land entity have been registered as limited partnerships under the Limited Partnerships Act 2008.

#### DEED CONDITIONAL

- 16.8 This deed is conditional on the Pare Hauraki collective redress legislation coming into force.
- 16.9 However, the following provisions of this deed are binding on its signing:
- 16.9.1 clauses 9.1.7, 14.4, 14.7 (to the extent it relates to an early release commercial redress property), 16.1 to 16.6 and 16.9 to 16.12:
- 16.9.2 parts 3 to 6 of the general matters schedule.

#### EFFECT OF THIS DEED

- 16.10 This deed –
- 16.10.1 is “without prejudice” until it becomes unconditional; and
- 16.10.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 16.11 Clause 16.9 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

#### TERMINATION

- 16.12 The Crown, or the Pare Hauraki collective entities together, may terminate this deed, by notice to the other, if –
- 16.12.1 the Pare Hauraki collective redress legislation has not come into force within 36 months after the date of this deed; and
- 16.12.2 the terminating party has given the other party at least 40 working days’ notice of an intention to terminate.
- 16.13 If this deed is terminated in accordance with its provisions –
- 16.13.1 it is at an end; and
- 16.13.2 subject to this clause, it does not give rise to any rights or obligations; and

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**16: PARE HAURAKI COLLECTIVE REDRESS LEGISLATION, PARE HAURAKI COLLECTIVE ENTITIES, CONDITIONS, AND TERMINATION**

16.13.3 it remains "without prejudice".

## 17 [ACCESSION]

[Note: If any Iwi of Hauraki does not initial this deed, the final deed will include provisions set out below, and will refer to separate arrangements (to be entered into on deed signing) for the non-signing Iwi to receive the cultural and commercial redress held by the collective entities, and in relation to the licensed land that arrangement will be for the share of any non-signing Iwi to be held by the Pare Hauraki collective CFL land entity.]

### ACKNOWLEDGEMENTS

- 17.1 The Iwi of Hauraki and the Crown acknowledge and record:
- 17.1.1 that [ ] have been part of the Iwi of Hauraki for the purposes of negotiating this deed;
  - 17.1.2 that by the date of this deed, [the Crown was not satisfied that sufficient members of [ ] had ratified this deed and approved the collective entity receiving the redress] [[ ] had not "initialled" the deed];
  - 17.1.3 the strong desire of the Iwi of Hauraki for [ ] to be a party to, and receive the benefits of, this deed;
  - 17.1.4 that the Iwi of Hauraki are therefore fully supportive of [ ] acceding to this deed; and
  - 17.1.5 [[ ] are signatories to this deed because [ ] is an Iwi of Hauraki and in recognition of the parties' strong desire that the members of [ ] will ratify this deed to the satisfaction of the Crown.]

### REFERENCES TO [ ]

- 17.2 This deed is to be read as if the references to [ ] (other than in this part) have no effect unless and until [ ] have fulfilled the requirements in clause 17.3.

### ACCESSION OF [ ]

- 17.3 Clauses 17.4 and 17.5 of this deed are to apply if:
- 17.3.1 the Crown is satisfied with –
    - (a) the number and percentage of members of [ ] that have ratified this deed; and
    - (b) the number and percentage of members of [ ] that have approved the collective governance entities receiving the redress; and

## PARE HAURAKI COLLECTIVE REDRESS DEED

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### 17: [ACCESSION]

- 17.3.2 the named mandated signatories have signed, on behalf of [ ], a deed of accession ("**deed of accession**") binding [ ] to the deed as if the requirements in clause 17.3.1 had been fulfilled at the date of this deed.

#### GENERAL EFFECT OF DEED OF ACCESSION

- 17.4 With effect from the date of the deed of accession, [ ] will be treated by the Crown and the Iwi of Hauraki as having been an original signatory to this deed as an Iwi of Hauraki.

#### SPECIFIC EFFECTS OF ACCESSION ON THIS DEED

- 17.5 With effect from the date of the deed of accession, clause 17.2 will have no effect.

#### SPECIFIC EFFECTS OF ACCESSION ON COLLECTIVE LEGISLATION

- 17.6 The Crown must propose to the House of Representatives such amendments to the draft bill or the collective legislation (as the case may be) as may be necessary to reflect the accession of [ ] to this deed.

## 18 EFFECT OF THIS DEED

- 18.1 This deed does not settle any of the historical claims of the Iwi of Hauraki.
- 18.2 This deed provides collective Treaty redress for historical claims in respect of the shared interests of the Iwi of Hauraki. The Iwi of Hauraki acknowledge that the redress under this deed will be part of each iwi-specific Treaty settlement.

## 19 TĪKAPA MOANA – TE TAI TAMAHINE / TE TAI TAMAWAHINE

- 19.1 Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine (and the harbours in those water bodies) are of great ancestral, spiritual, cultural, customary and historical significance to the Iwi of Hauraki.
- 19.2 The Iwi of Hauraki and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as that is to be developed in separate negotiations between the Crown and the Iwi of Hauraki.
- 19.3 The Iwi of Hauraki consider, but without in any way derogating from clause 19.10, negotiations with the Crown will not be complete until they receive cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.
- 19.4 The Crown recognises:
- 19.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and
  - 19.4.2 the Iwi of Hauraki have long sought co-governance and integrated management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.
- 19.5 The Crown acknowledges that the aspirations of the Iwi of Hauraki for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine include co-governance with relevant agencies in order to:
- 19.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;
  - 19.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and
  - 19.5.3 facilitate the exercise by the Iwi of Hauraki of kaitiakitanga, rangatiratanga and tikanga manaakitanga.
- 19.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships the Iwi of Hauraki have with natural resources, and that the iwi have an important role in their care.
- 19.7 The Crown agrees to negotiate redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as soon as practicable, and will seek sustainable and durable arrangements involving the Iwi of Hauraki in the natural resource management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine that are based on Te Tiriti o Waitangi / the Treaty of Waitangi.

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**19: TĪKAPA MOANA – TE TAI TAMAHINE / TE TAI TAMAWAHINE**

- 19.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Tīkapa Moana.
- 19.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate redress for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine in good faith.
- 19.10 The Iwi of Hauraki are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 19.7.

## 20 CULTURAL REDRESS: TAURANGA MOANA

- 20.1 The Crown recognises the Iwi of Hauraki have interests in Tauranga Moana, which are of great spiritual, cultural, customary, ancestral and historical significance to the Iwi of Hauraki.
- 20.2 The Iwi of Hauraki and the Crown acknowledge and agree this deed does not:
- 20.2.1 provide for cultural redress in relation to Tauranga Moana as that is to be confirmed or developed in separate negotiations; nor
  - 20.2.2 prevent the development of cultural redress in relation to Tauranga Moana.
- 20.3 The Iwi of Hauraki consider, but without derogating from clause 20.10, that the Hauraki Treaty settlements will not be complete until they receive cultural redress in relation to Tauranga Moana.
- 20.4 The Crown and the Iwi of Hauraki share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships the Iwi of Hauraki have with natural resources, and that the Iwi have an important role in their care.
- 20.5 The Crown acknowledges the Iwi of Hauraki seek co-governance and integrated management of the catchment, harbour and coastal marine area of Tauranga Moana in order to:
- 20.5.1 restore and enhance the ability of Tauranga Moana to provide nourishment and spiritual sustenance;
  - 20.5.2 recognise the significance of Tauranga Moana as a maritime pathway (aramoana); and
  - 20.5.3 facilitate the exercise by the Iwi of Hauraki of kaitiakitanga, rangatiratanga and tikanga manaakitanga.
- 20.6 The Crown acknowledges and affirms the Iwi of Hauraki will be able to participate in any governance and management arrangements for Tauranga Moana to be negotiated between the Crown and relevant Iwi (including the Iwi of Hauraki) and included in standalone legislation.
- 20.7 In the event there is continued development of the Tauranga Moana Framework, the Crown:
- 20.7.1 affirms the right of the Iwi of Hauraki, on the basis of its recognised interests in Tauranga Moana, to participate through the seat described in

## PARE HAURAKI COLLECTIVE REDRESS DEED

### 20: CULTURAL REDRESS: TAURANGA MOANA

clause 3.11.4(e) of the Legislative Matters Schedule of the Tauranga Moana Iwi Collective Deed will be preserved;

- 20.7.2 acknowledges, at the time this deed was initialled, it had not agreed to the participation of any other iwi in that seat; and
- 20.7.3 notes the Waitangi Tribunal's statement that "there is prejudice to Hauraki iwi as a result of the inclusion of clause 10.3" of the Legislative Matters Schedule of the Tauranga Moana Iwi Collective Deed.
- 20.8 In the event the Tauranga Moana Framework is not developed, the Crown:
- 20.8.1 affirms any harbours redress will be negotiated in accordance with Cabinet's parameters for negotiations on harbours and other parts of the coast;
- 20.8.2 notes the parameters require all iwi with recognised interests in Tauranga Moana (including the Iwi of Hauraki) be given the opportunity to be involved in negotiations and specify matters the Crown will take into account when determining representation on any entity negotiated as redress; and
- 20.8.3 confirms any future governance and management arrangements over Tauranga Moana will be subject to agreement between the Crown and all relevant iwi (including the Iwi of Hauraki), having regard to the rights of participation set out in clause 20.7.
- 20.9 The Crown agrees to negotiate redress in relation to Tauranga Moana with the Iwi of Hauraki as soon as practicable in accordance with Te Tiriti o Waitangi / the Treaty of Waitangi, and on a basis which gives all iwi with recognised interests in Tauranga Moana the opportunity to be involved.
- 20.10 The Iwi of Hauraki are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 20.9.

**21 CULTURAL REDRESS: MANGATANGI RIVER, MANGATAWHIRI STREAM  
AND WHANGAMARINO WETLAND CATCHMENTS**

- 21.1 The Crown recognises the Iwi of Hauraki have interests in the upper and lower catchments of the Mangatangi River and Mangatawhiri Stream and in the catchments of the Whangamarino wetland shown in the map in part 9 of the attachments (**Waterways**), which are of great spiritual, cultural, customary, ancestral and historical significance to the Iwi of Hauraki.
- 21.2 The Crown and Iwi of Hauraki acknowledge and agree:
- 21.2.1 this deed does not yet provide for cultural redress providing for the involvement of the Iwi of Hauraki in the governance and management of the Waterways; and
  - 21.2.2 such cultural redress for the Iwi of Hauraki will be agreed as soon as possible between the Crown and Iwi of Hauraki and prior to the signing of the deed in accordance with Te Tiriti o Waitangi / the Treaty of Waitangi.

## 22 GENERAL, DEFINITIONS, AND INTERPRETATION

### GENERAL

20.1 The general matters schedule includes provisions in relation to –

20.1.1 the Crown's –

- (a) payment of interest; and
- (b) tax indemnities in relation to redress; and

20.1.2 giving notice under this deed or deed document; and

20.1.3 amending this deed; and

20.1.4 other miscellaneous matters

### IWI OF HAURAKI

20.2 In this deed, **Iwi of Hauraki** means –

- (a) the collective group comprising the following iwi:
  - (i) Hako; and
  - (ii) Ngāi Tai ki Tāmaki; and
  - (iii) Ngāti Hei; and
  - (iv) Ngāti Maru; and
  - (v) Ngāti Paoa; and
  - (vi) Ngāti Porou ki Hauraki; and
  - (vii) Ngāti Pūkenga; and
  - (viii) Ngāti Rāhiri Tumutumu; and
  - (ix) Ngāti Tamaterā; and
  - (x) Ngāti Tara Tokanui; and
  - (xi) Ngaati Whanaunga; and
  - (xii) Te Patukirikiri; and

**PARE HAURAKI COLLECTIVE REDRESS DEED**

**22: GENERAL, DEFINITIONS, AND INTERPRETATION**

- (b) includes the individuals who are members of one or more of the iwi listed in paragraph (a); and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals; and
- (d) where the context admits, means each iwi listed in subclause (a) of this definition.

**ADDITIONAL DEFINITIONS**

- 20.3 The definitions in part 4 of the general matters schedule and in part 10 of the property redress schedule apply to this deed.

**INTERPRETATION**

- 20.4 The provisions in part 5 of the general matters schedule apply in the interpretation of this deed.

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**SIGNED** as a deed on [*date*]

**SIGNED** for and on behalf  
of **HAKO** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
John Linstead

\_\_\_\_\_  
Josie Anderson

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

PARE HAURAKI COLLECTIVE REDRESS DEED

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**SIGNED** for and on behalf  
of **NGĀI TAI KI TĀMAKI** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
James Brown

\_\_\_\_\_  
Carmen Kirkwood

\_\_\_\_\_  
Lucy Steel

\_\_\_\_\_  
Laurie Beamish

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**SIGNED** for and on behalf  
of **NGĀTI HEI** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Joseph John Francis Davies

\_\_\_\_\_  
Peter Matai Johnston

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

PARE HAURAKI COLLECTIVE REDRESS DEED

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**SIGNED** for and on behalf  
of **NGĀTI MARU** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Walter Ngakoma Ngamane

\_\_\_\_\_  
Paul F Majurey

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**SIGNED** for and on behalf  
of **NGĀTI PAOA** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Hauāuru Eugene Raymond Rawiri

\_\_\_\_\_  
Morehu Wilson

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**SIGNED** for and on behalf  
of **NGĀTI POROU KI HAURAKI** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
John Tamihere

\_\_\_\_\_  
Fred Thwaites

\_\_\_\_\_  
Pine Harrison

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

PARE HAURAKI COLLECTIVE REDRESS DEED

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**SIGNED** for and on behalf  
of **NGĀTI PŪKENGA** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Harry Haerengarangi Mikaere

\_\_\_\_\_  
Rahera Ohia QSM

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**SIGNED** for and on behalf  
of **NGĀTI RĀHIRI TUMUTUMU** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Jill Taylor

\_\_\_\_\_  
Nicola Scott

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**SIGNED** for and on behalf  
of **NGĀTI TAMATERĀ** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Liane Ngamane

\_\_\_\_\_  
Terrence John McEnteer

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PARE HAURAKI COLLECTIVE REDRESS DEED**

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**SIGNED** for and on behalf  
of **NGĀTI TARA TOKANUI** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Amelia Williams

\_\_\_\_\_  
Russell Karu

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

PARE HAURAKI COLLECTIVE REDRESS DEED

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**SIGNED** for and on behalf  
of **NGAATI WHANAUNGA** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Tipa Compain

\_\_\_\_\_  
Nathan Kennedy

\_\_\_\_\_  
Mike Baker

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

PARE HAURAKI COLLECTIVE REDRESS DEED

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**SIGNED** for and on behalf  
of **TE PATUKIRIKIRI** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
William Peters

\_\_\_\_\_  
David Williams

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

PARE HAURAKI COLLECTIVE REDRESS DEED

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**SIGNED** for and on behalf of **THE CROWN** by –

The Minister for Treaty of Waitangi  
Negotiations in the presence of –

\_\_\_\_\_  
Hon Christopher Finlayson

The Minister of Finance in relation to the tax  
indemnities in the presence of –

\_\_\_\_\_  
Hon Steven Leonard Joyce

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address: