# Te Rarawa Claims Settlement Act 2015

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| Public Act | 2015 No 79 |
| Date of assent | 22 September 2015 |
| Commencement | see section 2 |

## Contents

**The Parliament of New Zealand enacts as follows:**

### 1 Title

This Act is the Te Rarawa Claims Settlement Act 2015.

### 2 Commencement

This Act comes into force on the day after the date on which it receives the Royal assent.

## Part 1
## Preliminary matters, acknowledgements and apology, and settlement of Te Rarawa historical claims

*Preliminary matters*

### 3 Purpose

The purpose of this Act is—

(a) to record the acknowledgements and apology given by the Crown to Te Rarawa in the deed of settlement; and

(b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Te Rarawa.

### 4 Provisions to take effect on settlement date

(1) The provisions of this Act take effect on the settlement date unless stated otherwise.

(2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required for—

(a) the provision to have full effect on that date; or

(b) a power to be exercised under the provision on that date; or

(c) a duty to be performed under the provision on that date.

### 5 Act binds the Crown

This Act binds the Crown.

### 6 Outline

(1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or of the deed of settlement.

(2) This Part—

(a) sets out the purpose of this Act; and

(b) provides that the provisions of this Act take effect on the settlement date unless a provision states otherwise; and

(c) specifies that the Act binds the Crown; and

(d) sets out a summary of the historical account, and records the text of the acknowledgements and apology given by the Crown to Te Rarawa, as recorded in the deed of settlement; and

(e) defines terms used in this Act, including key terms such as Te Rarawa and historical claims; and

(f) provides that the settlement of the historical claims is final; and

(g) provides for—

(i) the effect of the settlement of the historical claims on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and

(ii) a consequential amendment to the Treaty of Waitangi Act 1975; and

(iii) the effect of the settlement on certain memorials; and

(iv) the exclusion of the law against perpetuities; and

(v) access to the deed of settlement.

(3) Part 2 provides for cultural redress, including—

(a) in subpart 1, cultural redress requiring vesting in the trustees of the fee simple estate in certain cultural redress properties; and

(b) cultural redress that does not involve the vesting of land, namely,—

(i) in subpart 2, provisions for the management of Te Oneroa-a-Tohe / Ninety Mile Beach in relation to the Te Oneroa-a-Tohe management area by the establishment of a Board, the appointment of hearing commissioners, and a requirement for a Beach management plan; and

(ii) in subpart 3, the korowai redress under which the Crown and Te Hiku o Te Ika iwi enter into co-governance arrangements over conservation land in the korowai area; and

(iii) in subpart 4, a statutory acknowledgement by the Crown of the statements made by Te Rarawa of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement; and

(iv) in subpart 5, protocols for culture and heritage, and fisheries on the terms set out in the documents schedule; and

(v) in subpart 6, the establishment of fisheries advisory committees; and

(vi) in subpart 7, the provision of official geographic names; and

(vii) in subpart 8, Ōwhata land; and

(viii) in subpart 9, Warawara Whenua Ngāhere i te Taiao.

(4) Part 3 provides for commercial redress, including—

(a) in subpart 1, the transfer of commercial redress and deferred selection properties; and

(b) in subpart 2, the licensed land redress; and

(c) in subpart 3, the provision of access to protected sites; and

(d) in subpart 4, the right of first refusal (RFR) redress.

(5) There are 6 schedules, as follows:

(a) Schedule 1 lists the hapū of Te Rarawa:

(b) Schedule 2 describes the cultural redress properties:

(c) Schedule 3 describes Te Oneroa-a-Tohe redress:

(d) Schedule 4 describes the korowai:

(e) Schedule 5 describes the statutory areas to which the statutory acknowledgement relates:

(f) Schedule 6 sets out provisions that apply to notices given in relation to RFR land.

*Summary of historical account, acknowledgements, and apology of the Crown*

### 7 Summary of historical account, acknowledgements, and apology

(1) Section 8 summarises the historical account in the deed of settlement, setting out the basis for the acknowledgements and apology.

(2) Sections 9 and 10 record the text of the acknowledgements and apology given by the Crown to Te Rarawa in the deed of settlement.

(3) The acknowledgements and apology are to be read together with the historical account recorded in part 2 of the deed of settlement.

### 8 Summary of historical account

(1) Te Rarawa is a confederation of hapū, which emerged in the 16th century and occupied the land in and around Hokianga, Whāngāpe and Ōwhata harbours, Te Oneroa-a-Tohe, Tangonge and areas lying inland to Maungataniwha. Today, Te Rarawa and affiliated and associated hapū have as their foundation 23 hapū marae. Each hapū has its own identity.

(2) Te Rarawa began to foster relationships with European sawyers, traders, and missionaries from the early 1800s. In an attempt to expand their own economic activities and take advantage of developing technological opportunities, Te Rarawa allowed a number of settlers to live on their land.

(3) By the 1830s, political engagement between Te Rarawa and the Crown had begun, and the iwi supported the idea of Māori taking a united approach to engagement with British officials. In 1835, Te Rarawa rangatira signed He Whakaputanga o te Rangatiratanga o Nū Tīreni (the Declaration of Independence); this was followed by the signing of te Tiriti o Waitangi/ the Treaty of Waitangi in 1840.

(4) Prior to the signing of the Treaty, Te Rarawa had entered into over 20 transactions with settlers, for land around the Kaitāia plains and the coastal fringe of the northern Hokianga Harbour along to the western arm of the Mangamuka River. While these transactions introduced Te Rarawa to British ideas of land ownership, the iwi maintained their traditional approach towards land dealings with an expectation of ongoing rights and obligations, often continuing to occupy and cultivate land.

(5) After the 1840 signing, the Crown investigated pre-Treaty land transactions within Te Rarawa rohe, which included vital kainga and cultivation areas; approximately 21 500 acres of which went to the Crown as surplus land.

(6) Further land was alienated when the Crown began a large scale land purchasing programme in the far north from 1858, with the aim of extinguishing customary land title and securing Crown ownership for the purpose of opening up Māori land for European settlement. By 1865, the Crown had purchased more than 100 000 acres in the Te Rarawa rohe.

(7) This land loss was compounded by later Crown purchasing and the impact of the native land laws, which gave rights to individuals. This disrupted Te Rarawa tikanga and divided hapū, as the new land tenure system did not provide for the full range of complex and overlapping traditional land rights.

(8) Even though there was limited European settlement on the acquired Crown land, and the Crown was aware that previous purchases had not brought economic benefits to the iwi, the Crown continued to purchase land in the Te Rarawa rohe. From the 1870s to late nineteenth century, it purchased over 130 000 acres of Te Rarawa land and forest.

(9) By the time the Crown suspended their land purchasing in 1899, Te Rarawa held less than a third of their original land.

(10) Twentieth century claims from Te Rarawa relate largely to land administration issues, including failure to protect iwi interests in Te Karae and Waireia D, which were compulsorily vested in the Tokerau Māori Land Board. The Crown's land consolidation resulted in some Te Rarawa losing interests in land to which they had ancestral connections.

(11) The cumulative impact of Crown actions and omissions left many Te Rarawa without sufficient and suitable land for their needs. The iwi have lacked opportunities for economic, social, and cultural development, and those who remained in their rohe now live in one of the most deprived areas in New Zealand.

*Whakarāpototanga ā-hītori*

(1) He whakatōpūtanga ā-hapū a Te Rarawa i takea mai i te rautau tekau mā ono, ā, ka nohoia ngā whenua o ngā whanga o Hokianga, o Whāngāpē, o Ōwhata me ērā e karapoti ana, tae atu atu ki Te Oneroa-a-Tōhe, ki Tāngonge me ngā takiwā ki tua ki Maungataniwha. I tēnei rā, e 23 ngā hapū ā-tuakiri motuhake e whai pānga ana, e piri ā-whakapapa mai ana rānei ki a Te Rarawa, te tūāpapa o tōna mana.

(2) Mai i ngā tau tōmua o te rautau tekau mā iwa, i tīmata ai te whakaratarata atu a Te Rarawa ki ngā kaikani rākau, ki ngā kaihokohoko, tae atu ki ngā mihingare. Mā te whakaae a Te Rarawa kia noho mai a Tauiwi ki runga i ō rātou ake whenua, ka whakaarohia kia whānui ā rātou ake mahi ōhanga me te hopu anō i ngā huarahi whakawhanake ā-hangarau.

(3) Tae rawa ki ngā tau 1830, kua tīmata kē ngā whakawhitiwhitinga tōrangapū ki waenganui i a Te Rarawa me te Karauana ā, ka tautokona e te iwi kia kotahi tonu te whakapā ki ngā apiha o Peretānia. I te tau 1835, ka waitohungia e Te Rarawa "He Whakaputanga o te Rangatiratanga o Nu Tireni". Nō muri mai i te tau 1840, ka waitohungia te Tiriti o Waitangi.

(4) I mua i te waitohutanga o te Tiriti o Waitangi, kua uru kē a Te Rarawa ki te 20 whakawhitinga whenua me Tauiwi mō ngā whenua e takoto atu ana ki ngā mania o Kaitāia, tae atu ki te takutai moana o te Whanga o Hokianga ki te raki, ki te taha matau o te Awa o Mangamuka.

(5) I muri i te waitohutanga o te tau 1840, ka mātaitia e te Karauna ngā hokonga whenua i mua i te Tiriti ki roto i te rohe o Te Rarawa, tae atu ki ngā kāinga, ngā māra kai hoki. E tata ana ki te 21 500 eka whenua i riro atu ki te Karauna hei whenua toenga.

(6) Ka haere tonu te whakangaro whenua nā te tīmatatanga o te Karauna i tētahi hōtaka hoko whenua whānui tonu ki te Tai Tokerau, mai i te tau 1858. Ko te whāinga kē he whakaweto i te taitara whenua tuku iho, ā, kia horapa anō ngā āhuatanga o te pupuri whenua ā-Karauna. Mā konā e wātea ai ngā whenua Māori kia nohoia e Tauiwi. Tae rawa mai ki te tau 1865, neke atu i te 100 000 eka whenua te rahi i hokona mai i te rohe o Te Rarawa.

(7) Ka taimaha ake tēnei ngaronga whenua nā te hoko whenua haere a te Karauna i muri mai, tae atu ki te pānga o ngā ture whenua Māori i tohu mana ai ki te tangata takitahi. Nāna ka raru ngā tikanga a Te Rarawa, ka wehewehe ngā hapū nā te mea, kāhore te pūnaha taitara whenua hou i āta whakaaro mō te whānuitanga o ngā mana whenua tuku iho, he mea matarau, he mea inaki hoki.

(8) Ahakoa te nohonoho mai o Tauiwi ki ngā whenua i hokona mai e te Karauna, me te mōhio o te Karauna, kāhore ngā hokonga o muri i mau painga ā-ōhanga mai ki te iwi, ka haere tonu te hokohoko whenua i te rohe o Te Rarawa. Mai i ngā tau 1870 tae atu ki ngā tau tōmuri o te rautau tekau mā iwa, neke atu i te 130 000 eka whenua, ngahere hoki te rahi i hokona i te rohe o Te Rarawa.

(9) Nō te tārewatanga o te Karauna i tō rātou hōtaka hoko whenua i te tau 1899, iti iho i te 33 ōrau o ngā whenua taketake o Te Rarawa i pupuritia tonutia ai.

(10) Ka hāngai atu ngā kerēme whenua a Te Rarawa i te rautau rua tekau, ki ngā take e pā ana ki te whakahaere whenua, tae atu ki te hapa ki te whakapūmau i ngā pānga ki Te Karae me Waireia D, I tukuna ā-turehia ai ki raro i te mana o Te Tai Tokerau Land Board. Nā te hōtaka whakakotahi whenua a te Karauna, ka ngaro atu i ētahi tāngata ō rātou ake pānga ki ngā whenua tīpuna.

(11) Nā te pānga katoa o ngā mahi me ngā hapanga a te Karauana, ka noho te tokomaha o Te Rarawa ki raro I te kapua o te kore whenua, kāore e rahi ana, kāore e tika ana kia ea ai ō rātou hiahia. Kua kore he huarahi mō te whakawhanaketanga ā-ōhanga, ā-papori, ā-tikanga hoki ā, kei raro te iwi e noho mai ana, i te korowai o te pōhara me te mōreareatanga ā-hauora, ā-tikanga Māori anō hoki, huri noa i Aotearoa.

### 9 Acknowledgements

(1) The Crown acknowledges that, prior to te Tiriti o Waitangi/the Treaty of Waitangi, Te Rarawa sought a good relationship with the Crown and to benefit from contact with settlers while maintaining control over their affairs.

(2) The Crown also acknowledges that,—

- (a) despite the promise of te Tiriti o Waitangi/the Treaty of Waitangi, many Crown actions created long-standing grievances for the hapū of Te Rarawa; and
- (b) over the generations, Te Rarawa have sought to have their grievances addressed and have petitioned the Crown; and
- (c) the work of pursuing justice for these grievances has placed a heavy burden on the whānau and hapū of Te Rarawa and impacted on the physical, mental, spiritual, and economic health of the people; and
- (d) the Crown has never properly addressed these historical grievances and recognition is long overdue.

*Surplus lands*

(3) The Crown acknowledges that flaws in its investigation of pre-Treaty land transactions breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles and resulted in the hapū of Te Rarawa losing land including vital kainga and cultivation areas at Tangonge, Motukaraka, Awanui, Ōkiore, Kerekere, Pukepoto, Mangamuka River, and elsewhere. These flaws included—

(a) failure to investigate transactions for which "scrip" was given; and

(b) failure to ensure the preservation of occupation and use rights agreed in the pre-Treaty deeds for Awanui, Ōkiore, Ōhotu, and Pukepoto lands; and

(c) taking decades to settle title or assert its own claim to these lands.

(4) The Crown acknowledges that it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it established its surplus lands policy and failed to ensure any assessment of whether Te Rarawa retained adequate lands for their needs. The Crown acknowledges that it took approximately 21 500 acres of land claimed by settlers as a result of pre-Treaty transactions ("surplus lands"), rather than return these lands to Te Rarawa, and this has long been a source of grievance to Te Rarawa.

*Pre-1865 Crown purchasing*

(5) The Crown acknowledges that—

(a) it led Te Rarawa to believe on a number of occasions in negotiations between the 1850s and 1865 that the Crown's acquisition of land would result in European settlement, which would create economic benefits for Te Rarawa; and

(b) it acquired over 100 000 acres of land for a low price without the benefit of a formal investigation into land ownership, and did not always pay for timber resources on the land it purchased; and

(c) it failed to actively protect Te Rarawa by ensuring adequate reserves were set aside on the lands it purchased or protecting from alienation the few reserves it set aside and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

*Impact of native land laws*

(6) The Crown acknowledges that—

(a) from 1865, without consulting Te Rarawa, it reformed their land tenure system by giving rights to individuals where Te Rarawa tikanga provided for land to be held on a hapū and iwi basis; and

(b) its reforms did not provide for the full range of complex and overlapping traditional land rights to be legally recognised; and

(c) Te Rarawa whānau and hapū had no choice but to participate in the Native Land Court system to protect their land against claims from others and to integrate land into the modern economy; and

(d) the native land system caused division between hapū, involved considerable expense and disruption for Te Rarawa and in some cases led to land having to be sold to cover survey expenses.

(7) The Crown acknowledges that—

(a) the operation and impact of the native land laws, in particular the awarding of land to individuals and enabling of individuals to deal with that land without reference to iwi and hapū, made those lands more susceptible to alienation. In this way the Crown's imposition of a new land tenure system undermined the cultural order of hapū and iwi and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and

(b) increasing fragmentation and partition of land interests over time made it difficult for Te Rarawa to utilise their land; and

(c) the Crown's failure to provide a legal means for the collective administration of Te Rarawa land until 1894 was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(8) The Crown acknowledges that even though there was little European settlement on lands it held at 1865, it aggressively sought to purchase more Te Rarawa land, particularly in the 1870s. The Crown acquired over 130 000 acres by 1897, but the economic benefits the Crown led Te Rarawa to expect failed to materialise. Instead many lands were retained by the Crown for scenery, conservation, and other public purposes.

(9) The Crown further acknowledges that the combined effect of actions such as—

(a) the use of payments for land (tāmana) before title to the land was determined by the Native Land Court; and

(b) encouragement from the Crown to restrict lists of owners put forward when the court was determining title to more easily finalise its purchase of land; and

(c) purchases where the Crown dismissed the value of timber when assessing and negotiating the price of forested land; and

(d) the use of monopoly purchasing powers; and

(e) its failure to ensure the reserves provisions in the native land legislation were applied and Te Rarawa hapū retained sufficient good quality land for their ongoing needs—

meant the Crown failed to actively protect the interests of Te Rarawa, which was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(10) The Crown acknowledges that as a result of its purchases many hapū lost sites of special significance including their wāhi tapu.

(11) The Crown acknowledges that Te Rarawa hapū have carried a grievance in relation to the Crown's acquisition of the Te Kauae-o-Ruru-Wahine blocks (the Warawara) for more than 130 years contending the sale of land allowed for the ongoing customary use of timber and other resources.

*Twentieth-century Māori land administration*

(12) The Crown acknowledges its policies for Māori land administration in the twentieth century effectively suspended Te Rarawa's full rights of ownership in their remaining lands for many decades and that it continued to acquire Te Rarawa land in this context.

(13) The Crown acknowledges that—

(a) the compulsory vesting of land in the Tokerau Māori Land Board between 1907 and 1909 without Te Rarawa consent breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles and effectively alienated Te Rarawa from those lands for over 50 years; and

(b) when Te Rarawa or associated hapū did regain control of their land, it often had large debts and the landowners were liable for compensating lessees for improvements. In the case of Te Karae, the Tokerau Board made no provision to pay this compensation before it became due.

(14) The Crown acknowledges that—

(a) it compulsorily vested Te Karae block in the Tokerau Māori Land Board in 1907 so it could be leased for development but remain in the ownership of Te Rarawa and its associated hapū; and

(b) after lobbying by lessees in 1915, the Crown purchased a large proportion of Te Karae to help lessees freehold land they were otherwise prohibited from purchasing directly despite resistance from the majority of the owners; and

(c) the Crown's purchase of a large proportion of Te Karae in these circumstances breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(15) The Crown also acknowledges that Te Karae owners effectively funded the development of the roading network for settlement of the area and provided land for public roads between Kohukohu and Broadwood and Mangamuka Bridge.

(16) The Crown acknowledges that—

(a) the interests of Te Rarawa were prejudiced when the Board allowed the sale of Waireia D to be completed in 1914 despite the opposition of a majority of owners; and

(b) it failed to fairly value the timber on Waireia D, which Te Rarawa had agreed should be sold at Crown valuation, with the result that Te Rarawa

received no payment for the considerable quantity of timber on this block; and

(c) its failure to adequately protect Te Rarawa interests in land they wished to retain breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

*Land development, title reform, and consolidation schemes*

(17) The Crown acknowledges that the consolidation schemes it carried out to address the fragmentation of Te Rarawa landholdings in the twentieth century—

(a) created uncertainty extending over several decades for many Te Rarawa as to the extent and location of their land interests; and

(b) resulted in some Te Rarawa losing interests in land to which they had ancestral connections, and some people receiving interests in Te Rarawa land to which they had no ancestral connections.

(18) The Crown acknowledges that it established development schemes to develop commercial farms on Māori land using Crown loans, and Crown assistance to Te Rarawa for farming and development came nearly 40 years after it was made available for lands held in individualised title.

(19) The Crown further acknowledges that—

(a) it deprived Te Rarawa of control of large areas of their remaining land over a number of decades in the twentieth century through its administration of development schemes; and

(b) it kept land such as Tapuwae under its control much longer than Te Rarawa expected when the development schemes were first established; and

(c) the costs of these schemes grew into large debts, which were passed on to Te Rarawa land owners when their lands were released from Crown control at the conclusion of development schemes; and

(d) the Crown's administration of development schemes did not meet the positive outcomes that Te Rarawa were led to expect, and it was difficult for Te Rarawa to profitably farm some of the land returned to them.

(20) The Crown acknowledges that it promoted legislation that empowered the Māori Trustee between 1953 and 1974 to compulsorily acquire Te Rarawa land interests the Crown considered uneconomic. The Crown acknowledges this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles and caused many Te Rarawa to lose their turangawaewae.

*Protest by Maraea Te Awaroa Heke*

(21) The Crown acknowledges the longstanding grievance of the descendants of Maraea Te Awaroa Heke and Ngāti Torotoroa arising from the imprisonment of Maraea for disrupting a road survey. The Crown acknowledges that—

(a) it did not consult the Ngāti Torotoroa hapū before surveying a road through their land at Owhata in 1937; and

(b) the Crown did not fully investigate the status of the land being surveyed until 1941 and later acknowledged that the survey records gave no certainty about who owned the disputed land; and

(c) the Crown did not provide any compensation to Maraea Te Awaroa Heke or her whānau despite a Native Land Court recommendation to do so; and

(d) the Crown's actions fell short of actively protecting the interests of the Maraea Te Awaroa Heke whānau and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown now seeks to restore the honour of Maraea Te Awaroa Heke and ease the burden of hurt her whānau have felt for generations.

*Natural resources*

(22) The Crown acknowledges it has not undertaken sand dune reclamation work at Kahakaharoa and Wairoa, despite being aware that Te Rarawa only sold these blocks to the Crown to facilitate this work in the 1950s.

(23) The Crown acknowledges—

(a) the importance to Te Rarawa of the whenua, awa, maunga, and moana as part of their identity and places of mahinga kai and other resources important for cultural and physical sustainability; and

(b) the Crown has limited the opportunities for Te Rarawa to develop and use some of these resources and, until recently, has failed to acknowledge the special relationship of Te Rarawa to their environment; and

(c) the Crown assumed control of estuarine areas in the Hokianga, Whāngāpe, and Herekino harbours, and allowed private interests to reclaim some of these areas for farming; and

(d) the degradation of the environment arising from deforestation, siltation, drainage and development schemes, introduced weeds and pests, farm run-off, and other pollution has been a source of distress and grievance to Te Rarawa.

(24) The Crown also acknowledges—

(a) the ongoing sense of grievance for Te Rarawa hapū arising from the drainage of the Tangonge wetlands over time and the resultant destruction of mahinga kai; and

(b) the damage and loss of mahinga kai and other resource-gathering places which has led to a decline in species of flora and fauna of importance to Te Rarawa has been a source of distress.

(25) The Crown acknowledges—

(a) the significance of Te Oneroa-a-Tohe to Te Rarawa as taonga and vital to their spiritual and material well-being; and

(b) the exclusion of Te Rarawa from any meaningful role in the management of and care for Te Oneroa-a-Tohe since the 1900s has been a source of distress to Te Rarawa; and

(c) the Crown has failed to respect, provide for, and protect the special relationship of Te Rarawa to Te Oneroa-a-Tohe.

*Māpere*

(26) The Crown acknowledges that it retained land at the Māpere school site for more than 100 years after it was no longer used as Te Rarawa had intended when they originally transferred it to the Crown for education purposes, and this has been a source of grievance and distress to the Ahipara hapū.

*Petroleum/minerals*

(27) The Crown acknowledges that Te Rarawa was not consulted when the Crown extended its control of natural resources to include minerals and are aggrieved at the Crown's assumption of control, to which they have never agreed.

*Socio-economic circumstances*

(28) The Crown acknowledges that over time the hapū of Te Rarawa have lacked opportunities for economic, social, and cultural development, and for too long this has had a detrimental effect on their material, cultural, and spiritual well-being.

(29) The Crown acknowledges the cumulative effects of its actions and omissions has left many Te Rarawa hapū without enough suitable land for their present and future needs and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that its policies have contributed to most Te Rarawa iwi members now living outside of the Te Rarawa rohe.

(30) The Crown acknowledges that—

(a) until recently, Te Rarawa were not consulted about Crown policies that might be detrimental to their health, education, economic development, or cultural practices; and

(b) the alienation of Te Rarawa hapū from their lands has profoundly affected their economic, social, and cultural development, and had devastating impacts on the way te reo Māori and knowledge of tikanga Māori practices are passed between generations of the hapū of Te Rarawa; and

(c) those living within their rohe have endured social and economic deprivation for too long. Their health and housing has been worse than that of many New Zealanders and they have not enjoyed the same opportunities.

*Te reo*

(31) The Crown acknowledges the significant harm Te Rarawa children suffered by being punished for speaking their own language in State schools for many decades.

*Education*

(32) The Crown also acknowledges that historically the education outcomes for students in schools in the Te Rarawa area have lagged well below those of other New Zealand children.

*Partnership, protection, and participation*

(33) The Crown acknowledges that successive generations of Te Rarawa made significant contributions to the development and wealth of the nation.

(34) The Crown acknowledges that Te Rarawa have helped to meet the nation's defence obligations, including service in two world wars. The Crown acknowledges the loss to Te Rarawa of those who died in the service of their country in New Zealand and overseas.

(35) The Crown acknowledges that Te Rarawa has honoured its obligations and responsibilities under te Tiriti o Waitangi/ the Treaty of Waitangi and its principles but the cumulative effect of the Crown's Treaty breaches has significantly eroded customary authority and undermined the tino rangatiratanga of Te Rarawa over land and resources, with effects that continue to be felt to the present day.

## 10 Apology

(1) The Crown makes this apology to Te Rarawa, to the hapū, to the tūpuna, and to their descendants. The Crown unreservedly apologises for not having honoured its obligations to Te Rarawa under te Tiriti o Waitangi/the Treaty of Waitangi.

(2) For too long the Crown has failed to deal with your grievances in an appropriate way. The burden of pursuing justice and redress for the Crown's wrongs has been borne by generations of Te Rarawa. That work has consumed the people, been the focus of hapū and iwi politics for generations, and impeded your growth and development since the nineteenth century.

(3) The Crown apologises for the hurt and ongoing grievance caused by its prolonged investigation of pre-Treaty land transactions and its taking of surplus lands. The Crown regrets this left Te Rarawa with considerable uncertainty for generations and alienated highly valued lands from the hapū.

(4) The Crown apologises for its aggressive land purchasing programme, which failed to deliver the expected outcomes for Te Rarawa. These actions deprived Te Rarawa of the benefits of their land and its resources, while the Crown often failed to utilise the land itself.

(5) The Crown apologises for the inequality of access to development opportunities Te Rarawa has suffered and for impairing the ability of whānau, hapū, and iwi to make full use of their remaining lands.

(6) The Crown apologises for its actions that affected those who sought to protect their land interests in the face of Crown actions. In particular, the Crown apologises for the wrong that was done to Maraea Te Awaroa Heke by surveying a road through whānau land at Ōwhata, and for the consequences which flowed from this. The Crown now seeks to restore the honour of Maraea Te Awaroa Heke and ease the burden of hurt her whānau have felt for generations.

(7) The Crown apologises for the cumulative impact of its historical breaches of te Tiriti o Waitangi/the Treaty of Waitangi which have marginalised you politically, socially and economically.

(8) The Crown profoundly regrets its failure to respect Te Rarawa rangatiratanga, and that its actions over the generations to the present day have significantly eroded your landholdings and impacted on your social and traditional structures, your autonomy and ability to exercise your customary rights and responsibilities. The legacy of historical grievance has undermined your potential in ways that will never be fully understood.

(9) Through this apology the Crown seeks to atone for these wrongs and relieve the burden of historical grievance so the process of healing can begin. The Crown looks forward to building a new relationship with Te Rarawa based on te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

*Interpretation provisions*

### 11 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

### 12 Interpretation

In this Act, unless the context otherwise requires,—

**administering body** has the meaning given in section 2(1) of the Reserves Act 1977

**aquatic life** has the meaning given in section 2(1) of the Conservation Act 1987

**attachments** means the attachments to the deed of settlement

**Aupouri Forest** has the meaning given in section 163

**commercial redress property** has the meaning given in section 163

**common marine and coastal area** has the meaning given in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011

**computer register**—

(a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and

(b) includes, where relevant, a certificate of title issued under the Land Transfer Act 1952

**consent authority** has the meaning given in section 2(1) of the Resource Management Act 1991

**conservation area** has the meaning given in section 2(1) of the Conservation Act 1987

**conservation management plan** has the meaning given in section 2(1) of the Conservation Act 1987

**conservation management strategy** has the meaning given in section 2(1) of the Conservation Act 1987

**Crown** has the meaning given in section 2(1) of the Public Finance Act 1989

**Crown forest land** has the meaning given in section 163

**Crown forestry licence** has the meaning given in section 163

**cultural redress property** has the meaning given in section 22

**deed of settlement**—

(a) means the deed of settlement dated 28 October 2012 and signed by—

(i) the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, and the Honourable Simon William English, Minister of Finance, for and on behalf of the Crown; and

(ii) Joseph Christopher Cooper, Malcolm Peri, Paul White, Haami Piripi, and Kevin Robinson, for and on behalf of Te Rarawa; and

(b) includes—

(i) the schedules of, and attachments to, the deed; and

(ii) any amendments to the deed or its schedules and attachments

**deferred selection property** has the meaning given in section 163

**Director-General** means the Director-General of Conservation

**documents schedule** means the documents schedule of the deed of settlement

**effective date** means the date that is 6 months after the settlement date

**historical claims** has the meaning given in section 14

**interest** means a covenant, easement, lease, licence, licence to occupy, tenancy, or other right or obligation affecting a property

**korowai** means the conservation redress provided for in the deed of settlement and in subpart 3 of Part 2

**LINZ** means Land Information New Zealand

**local authority** has the meaning given in section 5(1) of the Local Government Act 2002

**member of Te Rarawa** means an individual referred to in section 13(1)(a)

**NgāiTakoto** and **Te Rūnanga o NgāiTakoto** have the meanings given in sections 12 and 13 of the NgāiTakoto Claims Settlement Act 2015

**Ngāti Kahu** and **Ngāti Kahu governance entity** mean, respectively, the iwi known as Ngāti Kahu and the governance entity of that iwi

**Ngāti Kuri** has the meaning given in section 13 of the Ngāti Kuri Claims Settlement Act 2015

**Peninsula Block** has the meaning given in section 163

**property redress schedule** means the property redress schedule of the deed of settlement

**regional council** means the Northland Regional Council as defined in Part 1 of Schedule 2 of the Local Government Act 2002

**Registrar-General** means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952

**representative entity** means—

(a) the trustees; and

(b) any person (including any trustee) acting for or on behalf of—

  (i) the collective group referred to in section 13(1)(a); or

  (ii) 1 or more members of Te Rarawa; or

  (iii) 1 or more of the whānau, hapū, or groups referred to in section 13(1)(c)

**reserve** has the meaning given in section 2(1) of the Reserves Act 1977

**reserve property** has the meaning given in section 22

**resource consent** has the meaning given in section 2(1) of the Resource Management Act 1991

**RFR** means the right of first refusal provided for by subpart 4 of Part 3

**RFR date**, **RFR land**, **balance RFR land**, **exclusive RFR land**, and **shared RFR land** have the meanings given in section 182

**RFR period** has the meaning given in section 182

**settlement date** means the date that is 60 working days after the date on which this Act comes into force

**statutory acknowledgement** has the meaning given in section 123

**Te Aupouri** and **Te Rūnanga Nui o Te Aupouri Trust** have the meanings given in sections 12 and 13 of the Te Aupouri Claims Settlement Act 2015

**Te Hiku o Te Ika iwi**—

(a) means any or all of the following:

(i) Ngāti Kuri:

(ii) Te Aupouri:

(iii) NgāiTakoto:

(iv) Te Rarawa; and

(b) includes Ngāti Kahu if Ngāti Kahu participates in the redress provided by or under—

(i) subparts 2 and 3 of Part 2 (which relate to Te Oneroa-a-Tohe redress and the korowai); and

(ii) subpart 4 of Part 3 (which relates to the RFR redress)

**Te Hiku o Te Ika iwi governance entities** and **governance entities**—

(a) mean the governance entity of any or all of the following:

(i) Ngāti Kuri:

(ii) Te Aupouri:

(iii) NgāiTakoto:

(iv) Te Rarawa; and

(b) include the governance entity of Ngāti Kahu if Ngāti Kahu participates in the redress provided by or under—

(i) subparts 2 and 3 of Part 2 (which relate to Te Oneroa-a-Tohe redress and the korowai); and

(ii) subpart 4 of Part 3 (which relates to the RFR redress)

**Te Manawa o Ngāti Kuri Trust** has the meaning given in section 12 of the Ngāti Kuri Claims Settlement Act 2015

**Te Rarawa** has the meaning given in section 13

**Te Rarawa area of interest** and **area of interest** mean the area set out in part 1 of the attachments

**Te Rūnanga o Te Rarawa** means the trust of that name established by a trust deed dated 17 October 2012

**tikanga** means customary values and practices

**trustees of Te Rūnanga o Te Rarawa** and **trustees** mean the trustees, acting in their capacity as trustees, of Te Rūnanga o Te Rarawa

**working day** means a day other than—

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day:

(b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday:

(c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year:

(d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

### 13 Meaning of Te Rarawa

(1) In this Act, **Te Rarawa**—

(a) means the collective group composed of individuals who are descended from—

(i) an ancestor of Te Rarawa; or

(ii) an affiliate ancestor; or

(iii) an ancestor of an associated hapū; and

(b) includes those individuals; and

(c) includes all of the hapū specified in Schedule 1; and

(d) includes any whānau, hapū, or group to the extent that it is composed of those individuals; and

(e) includes every individual who is a member of a hapū, group, family, or whānau referred to in paragraphs (c) or (d).

(2) In this section and section 14,—

**affiliate ancestor** means an individual who—

(a) exercised customary rights by virtue of being descended from—

(i) a recognised ancestor of a hapū specified in Part 2 of Schedule 1:

(ii) in the case of Ngāti Wairupe-Ngāti Kuri, their being descended from Houmeaiti and the marriage of Wairupe to Kuri; and

(b) exercised the customary rights predominantly in relation to the Herekino, Epaakauri, Orowhana, and Te Tauroa areas at any time after 6 February 1840

**ancestor of an associated hapū** means an individual who—

(a) exercised customary rights by virtue of being descended from a recognised ancestor of an associated hapū specified in Part 3 of Schedule 1; and

(b) exercised the customary rights predominantly in relation to the Tauteihiihi to Mangamuka areas at any time after 6 February 1840

**ancestor of Te Rarawa** means an individual who—

(a) exercised customary rights by virtue of being descended from a recognised ancestor of a hapū of Te Rarawa specified in Part 1 of Schedule 1; and

(b) exercised the customary rights predominantly in relation to the area of interest at any time after 6 February 1840

**associated hapū** means the hapū specified in Part 3 of Schedule 1

**customary rights** means rights exercised according to tikanga Māori, including—

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources

**descended** means that a person is descended from another person by—

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Te Rarawa tikanga.

### 14 Meaning of historical claims

(1) In this Act, **historical claims**—

(a) means the claims described in subsection (2); and

(b) includes the claims described in subsection (3); but

(c) does not include the claims described in subsection (4).

(2) The historical claims are every claim that Te Rarawa or a representative entity had on or before the settlement date, or may have after the settlement date, and that—

(a) is founded on a right arising—

(i) from te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law (including aboriginal title or customary law); or

(iv) from a fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992—

(i) by or on behalf of the Crown; or

(ii) by or under legislation.

(3) The historical claims include—

(a) a claim to the Waitangi Tribunal that relates exclusively to Te Rarawa or a representative entity, including each of the following claims, to the extent that subsection (2) applies to the claim:

(i) Wai 112 (Kaitaia Lands claim):

(ii) Wai 128 (Hokianga Lands and Waters claim):

(iii) Wai 243 (Wararawa Forest claim):

(iv) Wai 273 (Tapuwae Incorporation claim):

(v) Wai 341 (Te Karae Block claim):

(vi) Wai 403 (Mitimiti Land claim):

(vii) Wai 450 (Waireia Lands claim):

(viii) Wai 452 (Tapuwae and Other Land Blocks claim):

(ix) Wai 626 (Te Kohanga No 1 Block claim):

(x) Wai 696 (Ngāti Haua Rohe (Muriwhenua) claim):

(xi) Wai 730 (Te Rarawa ki Muriwhenua claim):

(xii) Wai 805 (Rawhitiroa and Owhata Lands (Northland) claim):

(xiii) Wai 981 (Ngaitupoto Hokianga Lands claim):

(xiv) Wai 1669 (Hapakuku Hapū Claim):

(xv) Wai 1671 (Te Whānau Kendall Trust Claim):

(xvi) Wai 1690 (Ngāti Haua (Taylor) Claim):

(xvii) Wai 1699 (Tangonge (Kaitaia Lintel) Claim):

(xviii) Wai 1714 (Martin Family Trust Claim):

(xix) Wai 2009 (Parewhero Hapū Claim); and

(b) any other claim to the Waitangi Tribunal, including each of the following claims, to the extent that subsection (2) applies to the claim and the claim relates to Te Rarawa or a representative entity:

(i) Wai 22 (Muriwhenua Fisheries and SOE claim):

(ii) Wai 45 (Muriwhenua Land claim):

(iii) Wai 82 (Pingongo Pā—Parish of Omanaia claim):

(iv) Wai 118 (Mapere 2 claim):

(v) Wai 249 (Ngapuhi Nui Tonu claim):

(vi) Wai 250 (Hokianga Fisheries claim):

(vii) Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property claim):

(viii) Wai 462 (Maungataniwha and Raetea Forests claim):

(ix) Wai 548 (Takahue No 1 Block claim):

(x) Wai 763 (Kapehu Blocks and Rating claim):

(xi) Wai 765 (Muriwhenua South Block and Part Wharemaru Block claim):

(xii) Wai 861 (Tai Tokerau District Māori Council Lands):

(xiii) Wai 974 (Kaikohe Whenua Public Works claim):

(xiv) Wai 985 (Hokianga Regional Lands claim):

(xv) Wai 1040 (Te Paparahi o Te Raki claim):

(xvi) Wai 1359 (Muriwhenua Land Blocks claim):

(xvii) Wai 1662 (Muriwhenua Hapū Collective claim):

(xviii) Wai 1695 (Descendants of Tepora Paraone and Keene Ihaka Claim):

(xix) Wai 1701 (Te Rarawa (Piripi) Claim):

(xx) Wai 1968 (Tutamoe Pā (Rueben Porter) Claim):

(xxi) Wai 1981 (Mangonui, Parapara and Kenana (Boynton) Claim):

(xxii) Wai 2000 (Harihona Whānau Claim).

(4) However, the historical claims do not include—

(a) a claim that a member of Te Rarawa, or a whānau, hapū, or group referred to in section 13(1)(c), had or may have that is founded on a right arising by virtue of being descended from an ancestor who is not an ancestor, an affiliate ancestor, or an ancestor of an associated hapū of Te Rarawa; or

(b) a claim that a representative entity had or may have that is based on a claim referred to in paragraph (a); or

(c) despite subsection (3)(b)(vii) and (xv), the contemporary aspects of the Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property) claim or Wai 1040 (Te Paparahi o Te Raki) claim, being those aspects of those claims that are not within the meaning of historical claims as defined in this section; or

(d) a claim that a member of an associated hapū, Te Ihutai or Kohatutaka, had or may have by virtue of being descended from an ancestor of Ngāpuhi whakapapa.

(5) A claim may be a historical claim whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date.

*Historical claims settled and jurisdiction of courts, etc, removed*

### 15 Settlement of historical claims final

(1) The historical claims are settled.

(2) The settlement of the historical claims is final, and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.

(3) Subsections (1) and (2) do not limit the deed of settlement.

(4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction

to inquire or further inquire, or to make a finding or recommendation) in respect of—

(a) the historical claims; or

(b) the deed of settlement; or

(c) this Part or Parts 2 and 3; or

(d) the redress provided under the deed of settlement or this Part or Parts 2 and 3.

(5) Subsection (4) does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Part or Parts 2 and 3.

*Amendment to Treaty of Waitangi Act 1975*

### 16 Amendment to Treaty of Waitangi Act 1975

(1) This section amends the Treaty of Waitangi Act 1975.

(2) In Schedule 3, insert in its appropriate alphabetical order "Te Rarawa Claims Settlement Act 2015, section 15(4) and (5)".

*Resumptive memorials no longer to apply*

### 17 Certain enactments do not apply

(1) The enactments listed in subsection (2) do not apply—

(a) to a cultural redress property; or

(b) to a commercial redress property; or

(c) to a deferred selection property on and from the date of its transfer to the trustees; or

(d) to the exclusive RFR land or the shared RFR land on and from the RFR date for the land; or

(e) for the benefit of Te Rarawa or a representative entity.

(2) The enactments are—

(a) Part 3 of the Crown Forest Assets Act 1989:

(b) sections 211 to 213 of the Education Act 1989:

(c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990:

(d) sections 27A to 27C of the State-Owned Enterprises Act 1986:

(e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

### 18 Resumptive memorials to be cancelled

(1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register for, each allotment that—

(a) is all or part of—

(i) a cultural redress property:

(ii) a commercial redress property:

(iii) a deferred selection property:

(iv) the RFR land; and

(b) is subject to a resumptive memorial recorded under any enactment listed in section 17(2).

(2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after—

(a) the settlement date, for a cultural redress property or a commercial redress property; or

(b) the date of transfer of the property to the trustees, for a deferred selection property; or

(c) the RFR date applying to—

(i) the exclusive RFR land:

(ii) the shared RFR land.

(3) Each certificate must state that it is issued under this section.

(4) As soon as is reasonably practicable after receiving a certificate, the Registrar-General must—

(a) register the certificate against each computer register identified in the certificate; and

(b) cancel each memorial recorded under an enactment listed in section 17(2) on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

*Miscellaneous matters*

### 19 Rule against perpetuities does not apply

(1) The rule against perpetuities and the provisions of the Perpetuities Act 1964—

(a) do not prescribe or restrict the period during which—

(i) Te Rūnanga o Te Rarawa may exist in law; or

(ii) the trustees may hold or deal with property or income derived from property; and

(b) do not apply to a document entered into to give effect to the deed of settlement 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.

(2) However, if Te Rūnanga o Te Rarawa is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or of any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

### 20 Access to deed of settlement

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

(a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between 9 am and 5 pm on any working day; and

(b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

### 21 Provisions of other Acts that have same effect

If a provision in this Act has the same effect as a provision in 1 or more of the Ngāti Kuri Claims Settlement Act 2015, the Te Aupouri Claims Settlement Act 2015, or the NgāiTakoto Claims Settlement Act 2015, the provisions must be given effect to only once as if they were 1 provision.

## Part 2
## Cultural redress

### Subpart 1—Vesting of cultural redress properties

### 22 Interpretation

In this subpart,—

**cultural redress property** means each of the following properties, and each property means the land of that name described in Schedule 2:

*Properties vested in fee simple*

(1) Hukatere site B:

(2) Mangamuka Road property, Mangamuka:

(3) Mangamuka Road property, Tūtekēhua:

(4) Mapere:

(5) Motukaraka site A:

(6) Part former Awanui (Kaitaia) Riverbed:

(7) Pukepoto School property:

(8) Rotokakahi property:

(9) Tauroa Point site B:

(10) Tauroa Point site C:

(11) Te Oneroa a Tōhē–Clarke Road property:

(12) 12 Waiotehue Road:

(13) Whangape property:

(14) Whangape Road property:

*Properties vested in fee simple to be administered as reserves*

(15) Awanui River property:

(16) Epakauri site A:

(17) Epakauri site B:

(18) Kaitaia Domain:

(19) Rotokakahi War Memorial property:

(20) Tauroa Point site A:

(21) Tauroa Point site D:

(22) Te Tāpairu Hirahira o Kahakaharoa:

(23) Mai i Waikanae ki Waikoropūpūnoa (**Beach site A**):

(24) Mai i Hukatere ki Waimahuru (**Beach site B**):

(25) Mai i Ngāpae ki Waimoho (**Beach site C**):

(26) Mai i Waimimiha ki Ngāpae (**Beach site D**):

*Properties vested in fee simple subject to conservation covenant*

(27) Motukaraka site B:

(28) Lake Tangonge site A:

(29) Lake Tangonge site B:

(30) Tangonge property

**joint management body** means the body to be established under section 68 to manage Beach sites A, B, C, and D

**jointly vested property** means each of the properties named in paragraphs (23) to (26), (28), and (30) of the definition of cultural redress property

**reserve property** means each of the properties named in paragraphs (15) to (26) of the definition of cultural redress property.

*Properties vested in fee simple*

### 23 Hukatere site B

(1) Hukatere site B ceases to be Crown forest land under the Crown Forest Assets Act 1989.

(2) The fee simple estate in Hukatere site B vests in the trustees.

### 24 Mangamuka Road property, Mangamuka

The fee simple estate in the Mangamuka Road property, Mangamuka, vests in the trustees.

### 25 Mangamuka Road property, Tūtekēhua

(1) The fee simple estate in the Mangamuka Road property, Tūtekēhua (the recorded name of which is Tutekehua), vests in the trustees.

(2) In this section, **recorded name** has the meaning given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

### 26 Mapere

(1) The reservation of Mapere as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Mapere vests in the trustees.

### 27 Motukaraka site A

(1) The fee simple estate in Motukaraka site A vests in the Crown as Crown land subject to the Land Act 1948.

(2) The fee simple estate in Motukaraka site A vests in the trustees.

### 28 Part former Awanui (Kaitaia) Riverbed

The fee simple estate in the Part former Awanui (Kaitaia) Riverbed vests in the trustees.

### 29 Pukepoto School property

(1) This section applies subject to section 30.

(2) The fee simple estate in the Pukepoto School property vests in the trustees.

(3) Subsection (2) does not take effect until the trustees have provided the Crown with a registrable lease in relation to the Pukepoto School property on the terms and conditions set out in part 6.1 of the documents schedule.

### 30 Vesting and alternative description of Pukepoto School property in specified circumstances

(1) In this section, **Pukepoto School House site** means the area labelled School House site on OTS-074-42 in part 2.2 of the attachments.

(2) If the board of trustees of Pukepoto School relinquishes the beneficial interest it has in the Pukepoto School House site as provided for in clause 9.41 of the deed of settlement, section 29(2) and (3) applies, but in relation to the Pukepoto School property as described in Part 2 of Schedule 2.

(3) However, if the board of trustees of Pukepoto School does not relinquish the beneficial interest it has in the Pukepoto School House site as provided for in

clause 9.41 of the deed of settlement, section 29(2) and (3) applies in relation to the Pukepoto School property as described in Part 1 of Schedule 2.

### 31 Rotokakahi property

(1) The reservation of the Rotokakahi property as a local purpose reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in the Rotokakahi property vests in the trustees.

### 32 Tauroa Point site B

(1) Tauroa Point site B ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Tauroa Point site B vests in the trustees.

### 33 Tauroa Point site C

(1) Tauroa Point site C ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Tauroa Point site C vests in the trustees.

### 34 Te Oneroa a Tōhē–Clarke Road property

(1) The Te Oneroa a Tōhē–Clarke Road property ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in the Te Oneroa a Tōhē–Clarke Road property vests in the trustees.

### 35 12 Waiotehue Road

The fee simple estate in 12 Waiotehue Road vests in the trustees.

### 36 Whangape property

(1) The reservation of the Whangape property as a local purpose reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in the Whangape property vests in the Crown as Crown land subject to the Land Act 1948.

(3) The fee simple estate in the Whangape property vests in the trustees.

### 37 Whangape Road property

(1) The fee simple estate in the Whangape Road property vests in the trustees.

(2) Subsection (1) does not take effect until the trustees have provided the Far North District Council with a registrable right of way easement in gross over the area shown marked A on SO 472704 on the terms and conditions set out in part 5.6 of the documents schedule.

*Properties vested in fee simple to be administered as reserves*

### 38 Awanui River property

(1) The reservation of the Awanui River property (being Awanui River Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in the Awanui River property vests in the trustees.

(3) The Awanui River property is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.

(4) The reserve is named Awanui River Scenic Reserve.

### 39 Epakauri site A

(1) Epakauri site A ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Epakauri site A vests in the trustees.

(3) Epakauri site A is declared a reserve and classified as a local purpose reserve, for the purposes of iwi and hapū development and conservation, subject to section 23 of the Reserves Act 1977.

(4) The reserve is named Epakauri Local Purpose (Iwi and Hapū Development and Conservation Purposes) Reserve.

### 40 Epakauri site B

(1) Epakauri site B ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Epakauri site B vests in the trustees.

(3) Epakauri site B is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.

(4) The reserve is named Epakauri Scenic Reserve.

### 41 Kaitaia Domain

(1) The reservation of Kaitaia Domain as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Kaitaia Domain vests in the trustees.

(3) The part of Kaitaia Domain that is Section 2 SO 471334 is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.

(4) The reserve referred to in subsection (3) is named Pukemiro Recreation Reserve.

(5) The part of Kaitaia Domain that is Section 1 SO 471334 is declared a reserve and classified as a local purpose reserve, for the purposes of a marae site, subject to section 23 of the Reserves Act 1977.

(6) The reserve referred to in subsection (5) is named Okahu Marae Local Purpose (for marae site) Reserve.

### 42 Rotokakahi War Memorial property

(1) The reservation of the Rotokakahi War Memorial property as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in the Rotokakahi War Memorial property vests in the trustees.

(3) The Rotokakahi War Memorial property is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.

(4) The reserve is named Rotokakahi War Memorial Recreation Reserve.

### 43 Tauroa Point site A

(1) Tauroa Point site A ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Tauroa Point site A vests in the trustees.

(3) Tauroa Point site A is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.

(4) The reserve is named Tauroa Point Historic Reserve.

### 44 Tauroa Point site D

(1) Tauroa Point site D ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Tauroa Point site D vests in the trustees.

(3) Tauroa Point site D is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.

(4) The reserve is named Tauroa Point Recreation Reserve.

(5) Improvements (if any) in or on Tauroa Point site D do not vest in the trustees, despite subsection (2).

### 45 Te Tāpairu Hirahira o Kahakaharoa

(1) Te Tāpairu Hirahira o Kahakaharoa ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Te Tāpairu Hirahira o Kahakaharoa vests in the trustees.

(3) Te Tāpairu Hirahira o Kahakaharoa is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.

(4) The reserve is named Te Tāpairu Hirahira o Kahakaharoa Historic Reserve.

(5) The management board established by section 64 is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve

were vested in the board (as if the board were trustees) under section 26 of that Act.

(6) Subsection (5) continues to apply despite any subsequent transfer under section 70.

### 46 Mai i Waikanae ki Waikoropūpūnoa

(1) Any part of Beach site A that is a conservation area under the Conservation Act 1987 ceases to be a conservation area under that Act.

(2) Any part of Beach site A that is Crown forest land under the Crown Forest Assets Act 1989 ceases to be Crown forest land under that Act.

(3) The fee simple estate in Beach site A vests as undivided quarter shares in the specified groups of trustees as tenants in common as follows:

- (a) a share vests in the trustees under this section; and
- (b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust under section 35 of the Ngāti Kuri Claims Settlement Act 2015; and
- (c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under section 35 of the Te Aupouri Claims Settlement Act 2015; and
- (d) a share vests in the trustees of Te Rūnanga o NgāiTakoto under section 26 of the NgāiTakoto Claims Settlement Act 2015.

(4) Beach site A is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.

(5) The reserve is named Mai i Waikanae ki Waikoropūpūnoa Scenic Reserve.

(6) The joint management body established by section 68 is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

(7) Subsection (6) continues to apply despite any subsequent transfer under section 70.

### 47 Mai i Hukatere ki Waimahuru

(1) Any part of Beach site B that is a conservation area under the Conservation Act 1987 ceases to be a conservation area under that Act.

(2) Any part of Beach site B that is Crown forest land under the Crown Forest Assets Act 1989 ceases to be Crown forest land under that Act.

(3) The fee simple estate in Beach site B vests as undivided quarter shares in the specified groups of trustees as tenants in common as follows:

- (a) a share vests in the trustees under this section; and
- (b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust under section 36 of the Ngāti Kuri Claims Settlement Act 2015; and

(c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under section 36 of the Te Aupouri Claims Settlement Act 2015; and

(d) a share vests in the trustees of Te Rūnanga o NgāiTakoto under section 27 of the NgāiTakoto Claims Settlement Act 2015.

(4) Beach site B is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.

(5) The reserve is named Mai i Hukatere ki Waimahuru Scenic Reserve.

(6) The joint management body established by section 68 is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

(7) Subsection (6) continues to apply despite any subsequent transfer under section 70.

### 48 Mai i Ngāpae ki Waimoho

(1) Any part of Beach site C that is a conservation area under the Conservation Act 1987 ceases to be a conservation area under that Act.

(2) Any part of Beach site C that is Crown forest land under the Crown Forest Assets Act 1989 ceases to be Crown forest land under that Act.

(3) The fee simple estate in Beach site C vests as undivided quarter shares in the specified groups of trustees as tenants in common as follows:

(a) a share vests in the trustees under this section; and

(b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust under section 37 of the Ngāti Kuri Claims Settlement Act 2015; and

(c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under section 37 of the Te Aupouri Claims Settlement Act 2015; and

(d) a share vests in the trustees of Te Rūnanga o NgāiTakoto under section 28 of the NgāiTakoto Claims Settlement Act 2015.

(4) Beach site C is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.

(5) The reserve is named Mai i Ngāpae ki Waimoho Scenic Reserve.

(6) The joint management body established by section 68 is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

(7) Subsection (6) continues to apply despite any subsequent transfer under section 70.

### 49 Mai i Waimimiha ki Ngāpae

(1) Beach site D ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Beach site D vests as undivided quarter shares in the specified groups of trustees as tenants in common as follows:

(a) a share vests in the trustees under this section; and

(b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust under section 38 of the Ngāti Kuri Claims Settlement Act 2015; and

(c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under section 38 of the Te Aupouri Claims Settlement Act 2015; and

(d) a share vests in the trustees of Te Rūnanga o NgāiTakoto under section 29 of the NgāiTakoto Claims Settlement Act 2015.

(3) Beach site D is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.

(4) The reserve is named Mai i Waimimiha ki Ngāpae Scenic Reserve.

(5) The joint management body established by section 68 is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

(6) Subsection (5) continues to apply despite any subsequent transfer under section 70.

### 50 Application of Crown forestry licence

(1) Subsection (2) applies to Beach sites A, B, and C if the property is subject to a Crown forestry licence.

(2) As long as a Crown forestry licence applies to a Beach site, the provisions of the licence prevail despite—

(a) the vesting of the Beach site as a scenic reserve subject to the Reserves Act 1977; and

(b) administration by the joint management body established under section 68.

(3) Subsection (4) applies to a Beach site if the property is no longer subject to a Crown forestry licence.

(4) The owners of a Beach site may grant right of way easements over that site to the owners of the Peninsula Block in favour of the Peninsula Block.

(5) Despite the provisions of the Reserves Act 1977, an easement granted under subsection (4)—

(a) is enforceable in accordance with its terms; and

(b) is to be treated as having been granted in accordance with the Reserves Act 1977.

(6) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way referred to in subsection (4).

*Property vested in fee simple subject to conservation covenant*

### 51 Lake Tangonge site A

(1) Lake Tangonge site A ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Lake Tangonge site A vests as undivided half shares in the specified groups of trustees as tenants in common as follows:

(a) a share vests in the trustees under this section; and

(b) a share vests in the trustees of Te Rūnanga o NgāiTakoto under section 33 of the NgāiTakoto Claims Settlement Act 2015.

(3) Subsections (1) and (2) do not take effect until the trustees referred to in subsection (2) have jointly provided the Crown with a registrable covenant in relation to Lake Tangonge site A on the terms and conditions set out in part 5.4 of the documents schedule.

(4) The covenant is to be treated as a conservation covenant for the purposes of—

(a) section 27 of the Conservation Act 1987; and

(b) section 77 of the Reserves Act 1977.

### 52 Lake Tangonge site B

(1) Lake Tangonge site B ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Lake Tangonge site B vests in the trustees.

(3) Subsections (1) and (2) do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Lake Tangonge site B on the terms and conditions set out in part 5.5 of the documents schedule.

(4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

### 53 Motukaraka site B

(1) The reservation of Motukaraka site B as a scenic reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Motukaraka site B vests in the Crown as Crown land subject to the Land Act 1948.

(3) The fee simple estate in Motukaraka site B vests in the trustees.

(4) Subsections (1) to (3) do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Motukaraka site B on the terms and conditions set out in part 5.1 of the documents schedule.

(5) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

### 54 Tangonge property

(1) The fee simple estate in the Tangonge property vests in undivided half shares in the specified groups of trustees as tenants in common as follows:

(a) a share vests in the trustees under this section; and

(b) a share vests in the trustees of Te Rūnanga o NgāiTakoto under section 34 of the NgāiTakoto Claims Settlement Act 2015.

(2) Subsection (1) does not take effect until the trustees referred to in subsection (1) have jointly provided—

(a) the Crown with a registrable covenant in relation to the Tangonge property on the terms and conditions set out in part 5.2 of the documents schedule; and

(b) the trustees of Te Rūnanga o Te Rarawa with a registrable right of way easement on the terms and conditions set out in part 5.3 of the documents schedule.

(3) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

*General provisions applying to vesting of cultural redress properties*

### 55 Properties vest subject to or together with interests

Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in Schedule 2.

### 56 Interests in land for certain reserve properties

(1) This section applies to each of Beach sites A, B, C, and D, and to Te Tāpairu Hirahira o Kahakaharoa while the property has an administering body that is treated as if the property were vested in it.

(2) This section applies to all or the part of the reserve property that remains a reserve under the Reserves Act 1977 (the **reserve land**).

(3) If the reserve property is affected by an interest in land listed for the property in Schedule 2,—

(a) the registered proprietor of the property is the grantor or the grantee, as the case may be, of the interest in respect of the reserve land where the property is subject to a Crown forestry licence; but

(b) the interest applies as if the administering body were the grantor or the grantee, as the case may be, of the interest in respect of the reserve land where the property is not subject to a Crown forestry licence.

(4) For the purposes of registering any interest in land that affects the reserve land,—

(a) if the reserve land is subject to a Crown forestry licence, the registered proprietor of the property is the grantor, or the grantee, as the case may be, of that interest:

(b) if the reserve land is not subject to a Crown forestry licence, the interest must be dealt with as if the administering body were the registered proprietor of the reserve land.

(5) Subsections (3) and (4) continue to apply despite any subsequent transfer of the reserve land under section 70.

### 57 Interests that are not interests in land

(1) This section applies if a cultural redress property is subject to an interest (other than an interest in land) listed for the property in Schedule 2, for which there is a grantor, whether or not the interest also applies to land outside the cultural redress property.

(2) The interest applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property.

(3) Whilst section 56 applies to all or part of Te Tāpairu Hirahira o Kahakaharoa, the interest applies as if the administering body of the reserve land were the grantor of the interest in respect of the reserve land.

(4) The interest applies—

(a) until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and

(b) with any other necessary modifications; and

(c) despite any change in status of the land in the property.

### 58 Vesting of share of fee simple estate in property

In sections 59 to 62, a reference to the vesting of a cultural redress property, or the vesting of the fee simple estate in a cultural redress property, includes the vesting of an undivided share of the fee simple estate in the property.

### 59 Registration of ownership

(1) This section applies to a cultural redress property vested in the trustees under this subpart.

(2) Subsection (3) applies to a cultural redress property (other than the Mangamuka Road property, Mangamuka, or a jointly vested property), but only to the extent that the property is all of the land contained in a computer freehold register.

(3) The Registrar-General must, on written application by an authorised person,—

(a) register the trustees as the proprietors of the fee simple estate in the property; and

(b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 9 of the deed of settlement.

(4) Subsection (5) applies to—

(a) a cultural redress property (other than a jointly vested property), but only to the extent that subsection (2) does not apply to the property; and

(b) Mangamuka Road property, Mangamuka.

(5) The Registrar-General must, in accordance with a written application by an authorised person,—

(a) create 1 or more computer freehold registers for the fee simple estate in the property in the name of the trustees; and

(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

(6) For a jointly vested property (other than the Tangonge property), the Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register for an equal undivided share of the fee simple estate in the property in the names of the trustees; and

(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

(7) For the Tangonge property, the Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register for the fee simple estate in the property in the name of—

(i) the trustees as to an undivided half share; and

(ii) the trustees of Te Rūnanga o NgāiTakoto as to an undivided half share; and

(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

(8) Subsections (5), (6), and (7) are subject to the completion of any survey necessary to create a computer freehold register.

(9) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but not later than—

(a) 24 months after the settlement date; or

(b) any later date that may be agreed in writing,—

(i) in the case of a property that is not a jointly vested property, by the Crown and the trustees; or

(ii) in the case of a jointly vested property, by the Crown, the trustees, and the trustees of any other Te Hiku o Te Ika iwi governance entity in whom the property is jointly vested.

(10) In this section, **authorised person** means a person authorised by—

(a) the chief executive of LINZ, for the following properties:

(i) Hukatere site B:

(ii) Mangamuka Road property, Mangamuka:

(iii) Mangamuka Road property, Tutekēhua:

(iv) Part former Awanui (Kaitaia) Riverbed:

(b) the Secretary for Justice, for the following properties:

(i) Mai i Waikanae ki Waikoropūpūnoa:

(ii) Mai i Hukatere ki Waimahuru:

(iii) Mai i Ngāpae ki Waimoho:

(iv) Kaitaia Domain:

(v) Motukaraka site A:

(vi) Motukaraka site B:

(vii) Rotokakahi property:

(viii) Rotokakahi War Memorial property:

(ix) Tangonge property:

(x) 12 Waiotehue Road:

(xi) Whangape property:

(xii) Whangape Road property:

(c) the Secretary for Education for Pukepoto School property:

(d) the Director-General, for all other properties.

### 60 Application of Part 4A of Conservation Act 1987

(1) The vesting of the fee simple estate in a cultural redress property in the trustees under this subpart is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.

(2) Section 24 of the Conservation Act 1987 does not apply to the vesting of—

(a) a reserve property; or

(b) Pukepoto School property.

(3) The marginal strip reserved by section 24 of the Conservation Act 1987 from the vesting of—

(a) Whangape property is reduced to a width of 3 metres; and

(b) Whangape Road property is reduced to a width of 3 metres; and

(c) Mapere is reduced to a width of 3 metres in Section 3 SO 471338.

(4) If the reservation of a reserve property under this subpart is revoked for all or part of the property, the vesting of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.

(5) If the lease referred to in section 29 (or a renewal of that lease) terminates, or expires without being renewed, for all or part of the Pukepoto School property, the vesting of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.

(6) Subsections (2) to (5) do not limit subsection (1).

### 61 Matters to be recorded on computer freehold register

(1) The Registrar-General must record on the computer freehold register,—

(a) for a reserve property (other than a jointly vested property or Te Tāpairu Hirahira o Kahakaharoa),—

(i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

(ii) that the land is subject to sections 60(4) and 70; and

(b) for Te Tāpairu Hirahira o Kahakaharoa,—

(i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

(ii) that the land is subject to sections 56(4), 60(4), and 70; and

(c) for the Pukepoto School property,—

(i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

(ii) that the land is subject to section 60(5); and

(d) for the Whangape property and the Whangape Road property, that the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strip is reduced to a width of 3 metres; and

(e) for Mapere, that the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strip is reduced to a width of 3 metres in Section 3 SO 471338; and

(f) for a jointly vested reserve property to which section 59(6) applies,—

(i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

(ii) that the land is subject to sections 56(4), 60(4), and 70; and

(g) for any other cultural redress property, that the land is subject to Part 4A of the Conservation Act 1987.

(2) A notification made under subsection (1) that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.

(3) For a reserve property (other than a jointly vested property or Te Tāpairu Hirahira o Kahakaharoa), if the reservation of the property under this subpart is revoked for—

(a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—

(i) section 24 of the Conservation Act 1987 does not apply to the property; and

(ii) the property is subject to sections 60(4) and 70; or

(b) part of the property, the Registrar-General must ensure that the notifications referred to in paragraph (a) remain only on the computer freehold register for the part of the property that remains a reserve.

(4) For Te Tāpairu Hirahira o Kahakaharoa, if the reservation of the property under this subpart is revoked for—

(a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—

(i) section 24 of the Conservation Act 1987 does not apply to the property; and

(ii) the property is subject to sections 56(4), 60(4), and 70; or

(b) part of the property, the Registrar-General must ensure that the notifications referred to in paragraph (a) remain only on the computer freehold register for the part of the property that remains a reserve.

(5) For a jointly vested reserve property, if the reservation of the property under this subpart is revoked for—

(a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from any computer freehold register created under section 59 for the property the notifications that—

(i) section 24 of the Conservation Act 1987 does not apply to the property; and

(ii) the property is subject to sections 56(4), 60(4), and 70; or

(b) part of the property, the Registrar-General must ensure that the notifications referred to in paragraph (a) remain only on any computer freehold register, created under section 59 or derived from a computer freehold register created under that section, for the part of the property that remains a reserve.

(6) If the lease referred to in section 29 (or a renewal of that lease) terminates, or expires without being renewed, for all or part of the Pukepoto School property, the Minister of Education must apply to the Registrar-General,—

(a) if none of the property remains subject to the lease, to remove from the computer freehold register for the property the notifications that—

(i) section 24 of the Conservation Act 1987 does not apply to the property; and

(ii) the property is subject to section 60(5); or

(b) if part of the property remains subject to the lease (the **leased part**), to amend the notifications on the computer freehold register for the property to record that, for the leased part only,—

(i) section 24 of the Conservation Act 1987 does not apply to that part; and

(ii) that part is subject to section 60(5).

(7) The Registrar-General must comply with an application received in accordance with subsection (3)(a), (4)(a), (5)(a), or (6), as relevant.

### 62 Application of other enactments

(1) The vesting of the fee simple estate in a cultural redress property under this subpart does not—

(a) limit section 10 or 11 of the Crown Minerals Act 1991; or

(b) affect other rights to subsurface minerals.

(2) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.

(3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this subpart, of the reserve status of a cultural redress property.

(4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—

(a) the vesting of the fee simple estate in a cultural redress property under this subpart; or

(b) any matter incidental to, or required for the purpose of, the vesting.

### 63 Names of Crown protected areas discontinued

(1) Subsection (2) applies to the land, or the part of the land, in a cultural redress property that, immediately before the settlement date, was all or part of a Crown protected area.

(2) The official geographic name of the Crown protected area is discontinued in respect of the land, or the part of the land, and the Board must amend the Gazetteer accordingly.

(3) In this section, **Board**, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

*Management board for Te Tāpairu Hirahira o Kahakaharoa Historic Reserve*

### 64 Management board for Te Tāpairu Hirahira o Kahakaharoa Historic Reserve

(1) A management board is established for the Te Tāpairu Hirahira o Kahakaharoa Historic Reserve vested under section 45.

(2) The management board consists of not more than 10 or fewer than 5 members appointed as follows:

- (a) not more than 3 members nominated by the Waiparera marae:
- (b) not more than 3 members nominated by the Matihetihe marae:
- (c) not more than 1 member nominated by the trustees:
- (d) not more than 1 member nominated by the trustees of Te Puna Topu o Hokianga Trust:
- (e) not more than 1 member nominated by Ngā Hapū o Te Wahapū o Hokianga nui ā Kupe:
- (f) not more than 1 member nominated by the following marae:
  - (i) Motuti marae:
  - (ii) Ngāti Manawa marae:
  - (iii) Waihou marae:
  - (iv) Waipuna marae.

(3) A person or body that nominates a member under subsection (2) (a **nominator)** must give written notice to Te Runanga o Te Rarawa setting out the name and contact details of each person nominated by that nominator.

(4) After the management board has been established, all nominations must be notified to the management board as well as to each nominator.

(5) In this section and sections 65 to 67,—

**management board** means the management board for the Te Tāpairu Hirahira o Kahakaharoa Historic Reserve appointed in accordance with this section

**Ngā Hapū o Te Wahapū o Hokianga nui ā Kupe** and **Te Wahapū hapū** mean the Ngāpuhi hapū of Ngāti Korokoro, Ngāti Wharara, and Te Pouka

**reserve management plan** means the reserve management plan prepared for the Te Tāpairu Hirahira o Kahakaharoa Historic Reserve prepared as provided for by section 70

**Te Puna Topu o Hokianga Trust** means the ahuwhenua trust of that name established under Te Ture Whenua Maori Act 1993.

### 65 Terms of appointment to management board

(1) A member is appointed, without further action, on the day after notice of the nomination is received by the trustees of Te Runanga o Te Rarawa.

(2) An appointment terminates on whichever is the earlier of the following:

(a) the fifth anniversary of the day of the appointment; or

(b) the day after the date on which a nominator gives notice to the member nominated by that nominator and to the management board—

(i) that the member's appointment is terminated and the member is removed from the management board; and

(ii) that the nominator makes a replacement nomination.

(3) A member whose appointment terminates under subsection (2)(a) may be—

(a) reappointed; or

(b) replaced by the nominator responsible for that person's nomination.

### 66 Preparation, approval, and amendment of reserve management plan

(1) For the purposes of the preparation, approval, and amendment of a reserve management plan, the membership of the management board, despite section 64, consists of—

(a) the members nominated and appointed in accordance with section 64; and

(b) not more than 2 additional members appointed by the trustees of Te Runanga o Te Rarawa on the nomination of Te Wahapū hapū.

(2) The additional members appointed under subsection (1)(b) are members of the management board for the purpose of preparing, approving, and amending a reserve management plan under section 41 of the Reserves Act 1977, but not for the purpose of reviewing the plan under that provision.

(3) The management board must review the reserve management plan in accordance with section 41.

(4) Sections 64(3) and 65 apply to the additional members appointed under subsection (1)(b).

### 67 Procedures of management board

(1) Sections 32 to 34 of the Reserves Act 1977 apply to the management board—

(a) as if the management board were appointed under that Act; and

(b) unless the management board adopts 1 or more standing orders in place of any of those provisions of the Reserves Act 1977.

(2) In addition, the following apply to the procedures of the management board:

(a) the first meeting of the management board must be held not later than 2 months after the settlement date; and

(b) decisions on the reserve management plan must be made by a simple majority of the members of the management board present and voting at a meeting.

*Joint management body for Beach sites*

**68 Joint management body for Beach sites A, B, C, and D**

(1) A joint management body is established for Beach sites A, B, C, and D.

(2) The following are appointers for the purposes of this section:

(a) the trustees; and

(b) the trustees of the Te Manawa O Ngāti Kuri Trust; and

(c) the trustees of the Te Rūnanga Nui o Te Aupouri Trust; and

(d) the trustees of Te Rūnanga o NgāiTakoto.

(3) Each appointer may appoint 2 members to the joint management body.

(4) A member is appointed only if the appointer gives written notice with the following details to the other appointers:

(a) the full name, address, and other contact details of the member; and

(b) the date on which the appointment takes effect, which must be no earlier than the date of the notice.

(5) An appointment ends after 5 years or when the appointer replaces the member by making another appointment.

(6) A member may be appointed, reappointed, or discharged at the discretion of the appointer.

(7) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a board appointed under section 30 of that Act.

(8) However, the first meeting of the body must be held not later than 2 months after the settlement date.

(9) Section 41 of the Reserves Act 1977 (which requires the preparation and approval of a management plan) does not apply to the joint management body in respect of Beach sites A, B, C, and D.

(10) A failure of an appointer to comply with subsection (4) does not invalidate the establishment of the joint management body or its actions or decisions.

*Further provisions applying to reserve properties*

### 69 Application of other enactments to reserve properties

(1) The trustees are the administering body of a reserve property, except as provided for in sections 45 to 49.

(2) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve property.

(3) If the reservation of a reserve property under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.

(4) A reserve property is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act.

(5) A reserve property must not have a name assigned to it or have its name changed under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed name.

### 70 Subsequent transfer of reserve land

(1) This section applies to all or the part of a reserve property that remains a reserve under the Reserves Act 1977 after the property has vested in the trustees under this subpart.

(2) The fee simple estate in the reserve land in a jointly vested property or in Te Tāpairu Hirahira o Kahakaharoa may be transferred only in accordance with section 72.

(3) The fee simple estate in the reserve land in any other property may be transferred only in accordance with section 71 or 72.

(4) In this section and sections 71 to 73, **reserve land** means the land that remains a reserve as described in subsection (1).

### 71 Transfer of reserve land to new administering body

(1) The registered proprietors of the reserve land may apply in writing to the Minister of Conservation for consent to transfer the fee simple estate in the reserve land to 1 or more persons (the **new owners**).

(2) The Minister of Conservation must give written consent to the transfer if the registered proprietors satisfy the Minister that the new owners are able to—

(a) comply with the requirements of the Reserves Act 1977; and

(b) perform the duties of an administering body under that Act.

(3) The Registrar-General must, on receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.

(4) The required documents are—

(a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and

(b) the written consent of the Minister of Conservation to the transfer of the reserve land; and

(c) any other document required for the registration of the transfer instrument.

(5) The new owners, from the time of their registration under this section,—

(a) are the administering body of the reserve land; and

(b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer.

(6) A transfer that complies with this section need not comply with any other requirements.

### 72 Transfer of reserve land to trustees of existing administering body if trustees change

The registered proprietors of the reserve land may transfer the fee simple estate in the reserve land if—

(a) the transferors of the reserve land are or were the trustees of any trust; and

(b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and

(c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that paragraphs (a) and (b) apply.

### 73 Reserve land not to be mortgaged

The owners of reserve land must not mortgage, or give a security interest in, the reserve land.

### 74 Saving of bylaws, etc, in relation to reserve properties

(1) This section applies to any bylaw, or any prohibition or restriction on use or access, that an administering body or the Minister of Conservation made or imposed under the Conservation Act 1987 or the Reserves Act 1977 in relation to a reserve property before the property was vested in the trustees under this subpart.

(2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Conservation Act 1987 or the Reserves Act 1977.

## Subpart 2—Te Oneroa-a-Tohe Board

*Interpretation*

### 75 Interpretation

In this subpart and Schedule 3,—

**accredited**, in relation to commissioners, has the meaning given in section 2(1) of the Resource Management Act 1991

**appointers** means the governance entities, Councils, and the Te Hiku Community Board that appoint members of the Te Oneroa-a-Tohe Board under section 79(1) or (2)(c) and (d), as the case may require

**beach management agencies** means the Environmental Protection Authority and the Ministry of Business, Innovation, and Employment

**beach management plan** means the plan required by section 87

**Beach sites A, B, C, and D** means the properties listed in paragraphs (23) to (26) of the definition of cultural redress property in section 22

**Central and South Conservation Areas and Ninety Mile Beach marginal strip** means the areas marked in blue and green on the plan in part 7 of the attachments

**commissioners** means accredited persons appointed to a panel under section 84

**Community Board** means the Te Hiku Community Board established on 24 March 2010 by a determination of the Local Government Commission under section 19R of the Local Electoral Act 2001 pursuant to a resolution of the Far North District Council on 25 June 2009 under sections 19H and 19J of that Act

**Council** means either the Northland Regional Council or the Far North District Council, as the case may require

**Councils** means both the Northland Regional Council and the Far North District Council

**iwi appointer**—

(a) means a governance entity referred to in section 79(1)(a) to (d); and

(b) if section 80(5) applies, includes the Ngāti Kahu governance entity or the mandated representatives of Ngāti Kahu

**local government legislation** means—

(a) the Local Authorities (Members' Interests) Act 1968; and

(b) the Local Government Act 2002; and

(c) the Local Government Act 1974; and

(d) the Local Government Official Information and Meetings Act 1987

**marine and coastal area** has the meaning given in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011

**panel** means a panel of not fewer than 2 commissioners appointed under section 84 for the purpose of hearing and determining an application for a resource consent that relates to the whole or a part of the Te Oneroa-a-Tohe management area

**RMA planning document**, to the extent that a document applies to the Te Oneroa-a-Tohe management area,—

(a) means a regional policy statement, regional plan, or district plan within the meanings given in section 43AA of the Resource Management Act 1991; and

(b) includes a proposed plan within the meaning of section 43AAC of that Act

**Te Oneroa-a-Tohe Board** and **Board** mean the Te Oneroa-a-Tohe Board established by section 77(1)

**Te Oneroa-a-Tohe management area** means the area shown on the plan in part 5 of the attachments, and includes—

(a) the marine and coastal area; and

(b) Beach sites A, B, C, and D vested under subpart 1; and

(c) the Central and South Conservation Areas and Ninety Mile Beach marginal strip (to the extent that section 76 does not apply); and

(d) any other area adjacent to, or that is within the vicinity of, the areas identified in paragraphs (a) and (b), with the agreement of—

(i) the Board; and

(ii) the owner or administrator of the land

**Te Oneroa-a-Tohe redress** means the redress provided by or under this subpart and part 5 of the deed of settlement.

*Removal of conservation area status*

### 76 Status of Central and South Conservation Areas and Ninety Mile Beach marginal strip

Any part of the Central and South Conservation Areas and Ninety Mile Beach marginal strip that is situated below the mark of mean high-water springs—

(a) ceases to be a conservation area under the Conservation Act 1987; and

(b) is part of the common marine and coastal area.

*Establishment, status, purpose, and membership of Board*

### 77 Establishment and status of Board

(1) The Te Oneroa-a-Tohe Board is established as a statutory body.

(2) Despite Schedule 7 of the Local Government Act 2002, the Board—

(a) is a permanent committee; and

(b) must not be discharged without the agreement of all the appointers.

(3) Despite the membership of the Board provided for by section 79, the Board is a joint committee of the Councils for the purposes of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.

(4) Each member of the Board must—

(a) act in a manner that will achieve the purpose of the Board; and

(b) without limiting paragraph (a), comply with the terms of an appointment issued by the relevant appointer.

(5) Part 1 of Schedule 3 sets out provisions relating to the members and procedures of the Board.

### 78 Purpose of Board

The purpose of the Board is to provide governance and direction to all those who have a role in, or responsibility for, the Te Oneroa-a-Tohe management area, in order to protect and enhance environmental, economic, social, cultural, and spiritual well-being within that area for the benefit of present and future generations.

### 79 Appointment of members of Board

(1) The Board consists of 8 members appointed as follows:

(a) 1 member appointed by the trustees:

(b) 1 member appointed by the trustees of the Te Manawa o Ngāti Kuri Trust:

(c) 1 member appointed by the trustees of the Te Rūnanga Nui o Te Aupouri Trust:

(d) 1 member appointed by the trustees of Te Rūnanga o NgāiTakoto:

(e) 2 members appointed by the Northland Regional Council, being councillors holding office:

(f) 2 members appointed by the Far North District Council, being the mayor and a councillor holding office.

(2) If the Minister gives notice under section 80(4) that Ngāti Kahu will participate in the Te Oneroa-a-Tohe redress on an interim basis, the Board consists of 10 members, appointed as follows:

(a) 4 members appointed by the iwi appointers referred to in subsection (1)(a) to (d); and

(b) 1 member appointed by the mandated representatives of Ngāti Kahu (or its governance entity if there is one); and

(c) 4 members appointed as provided for in subsection (1)(e) and (f); and

(d) 1 member appointed by the Community Board (but who may not necessarily be a member of the Community Board).

(3) An iwi appointer must be satisfied, before making an appointment, that the person appointed has the mana, skills, knowledge, and experience to—

(a) participate effectively in carrying out the functions of the Board; and

(b) contribute to achieving the purpose of the Board.

(4) The Councils (and, if relevant, the Community Board) must be satisfied, before making an appointment, that each person they appoint has the skills, knowledge, and experience to—

(a) participate effectively in carrying out the functions of the Board; and

(b) contribute to achieving the purpose of the Board.

(5) If the person appointed by the Te Hiku Community Board is not an elected member of that board, the person must have sufficient standing in the community to enable that person to meet the requirements of subsection (4).

(6) Appointers must, when making any appointments after the initial appointments, have regard to the skills, knowledge, and experience of the existing members to ensure that collectively the membership of the Board reflects a balanced mix of the skills, knowledge, and experience relevant to the purpose of the Board.

(7) Members of the Board, other than those appointed by a Council, are not also members of a Council by virtue of their membership of the Board.

### 80 Interim participation of Ngāti Kahu in Te Oneroa-a-Tohe redress

(1) On the settlement date, the Minister must give written notice to the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one), inviting Ngāti Kahu to participate in Te Oneroa-a-Tohe redress under this subpart on an interim basis.

(2) The notice must specify the conditions—

(a) that must be satisfied before Ngāti Kahu may participate in Te Oneroa-a-Tohe redress on an interim basis, including a condition that a person may represent Ngāti Kahu on the Board only if that person is appointed to that position by the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one); and

(b) that must apply to the continuing participation of Ngāti Kahu, including a condition that the person referred to in paragraph (a) must continue to

be approved as the appointee to that position by the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one).

(3) The mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one) must, within 30 working days of receiving notice under subsection (1), give written notice to the Minister as to whether Ngāti Kahu elects to participate in the Te Oneroa-a-Tohe redress on an interim basis.

(4) If the Minister is satisfied that Ngāti Kahu meets the conditions specified under subsection (2), the Minister must give written notice, stating the date on and from which Ngāti Kahu will participate in the Te Oneroa-a-Tohe redress on an interim basis to—

(a) the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one); and

(b) each of the iwi appointers referred to in section 79(1)(a) to (d).

(5) If Ngāti Kahu breach the specified conditions, the Minister may give notice in writing to revoke the interim participation of Ngāti Kahu, but only after giving the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one)—

(a) reasonable notice of the breach; and

(b) a reasonable opportunity to remedy the breach.

(6) The interim participation of Ngāti Kahu ceases on the settlement date specified in the settlement legislation for Ngāti Kahu.

(7) In this section, **Minister** means the Minister for Treaty of Waitangi Negotiations.

*Functions and powers of Board*

### 81 Functions and powers of Board

(1) The primary function of the Board is to achieve the purpose of the Board.

(2) In achieving the purpose of the Board, the Board must operate in a manner that—

(a) is consistent with tikanga Māori; and

(b) acknowledges the authority and responsibilities of the Councils and of Te Hiku o Te Ika iwi respectively; and

(c) acknowledges the shared aspirations of Te Hiku o Te Ika iwi and the Councils, as reflected in the shared principles.

(3) In addition to the primary function of the Board, its other functions are—

(a) to prepare and approve a beach management plan that identifies the vision, objectives, and desired outcomes for the Te Oneroa-a-Tohe management area; and

(b) in respect of the health and well-being of the Te Oneroa-a-Tohe management area, to engage with, seek the advice of, and provide advice to,—

(i) Te Hiku o Te Ika iwi; and

(ii) the Councils; and

(iii) any relevant beach management agencies; and

(c) to monitor activities in, and the state of, the Te Oneroa-a-Tohe management area; and

(d) to monitor the extent to which the Board is achieving its purpose, and the implementation and effectiveness of the beach management plan; and

(e) to display leadership and undertake advocacy, including liaising with the community, in order to promote recognition of the unique significance of Te Oneroa-a-Tohe me Te Ara Wairua, the spiritual pathway to Hawaiiki between the living and the dead; and

(f) to appoint commissioners to panels for the purpose of hearing and determining resource consent applications that relate, in whole or in part, to the Te Oneroa-a-Tohe management area; and

(g) to engage and work collaboratively with the joint management body established under section 69 for the Beach sites A, B, C, and D; and

(h) to take any other action that the Board considers is appropriate to achieving the purpose of the Board.

(4) The Board may determine, in any particular circumstance,—

(a) whether to perform the functions identified in subsection (3)(b) to (h); and

(b) how, and to what extent, to perform any of those functions.

(5) The Board has the powers reasonably necessary to carry out its functions in a manner that is consistent with—

(a) this subpart; and

(b) subject to paragraph (a), the relevant provisions in the local government legislation.

### 82 Power of Board to make requests to beach management agencies

(1) The Board may make a reasonable request in writing to a relevant beach management agency for the provision of—

(a) information or advice to the Board on matters relevant to the Board's functions; and

(b) a representative of the agency to attend a meeting of the Board.

(2) The Board must—

(a) give notice to a beach management agency under subsection (1)(b) not less than 10 working days before the meeting; and

(b) provide an agenda for the meeting with the request.

(3) If it is reasonably practicable to do so, a beach management agency that receives a request from the Board must—

(a) provide the information or advice; and

(b) comply with a request made under subsection (1)(b) by appointing a person whom it considers appropriate to attend at least 4 meetings in a calendar year (although the person may attend more than 4 meetings).

(4) In addition, the Board may request any other person or entity to—

(a) provide specified information to the Board:

(b) attend a meeting of the Board.

*Resource consent applications*

### 83 Criteria for appointment of commissioners

(1) Te Hiku o Te Ika iwi and the Councils must—

(a) develop criteria to guide the Board in appointing commissioners to hear and determine applications lodged under the Resource Management Act 1991 for resource consents that, if granted, would in whole or in part relate to the Te Oneroa-a-Tohe management area; and

(b) in accordance with those criteria, compile a list of accredited persons approved to be commissioners to hear and determine resource consent applications relating, in whole or in part, to the Te Oneroa-a-Tohe management area.

(2) The duties under subsection (1) must be completed not later than the settlement date.

(3) The Board must keep the list of commissioners under review and up to date.

### 84 Procedure for appointing hearing panel

(1) If a Council intends to appoint a panel to hear and determine a resource consent application that relates to the Te Oneroa-a-Tohe management area, the Council concerned must give notice in writing to the Board of that intention.

(2) Not later than 15 working days after the notice is received, the members of the Board appointed by the iwi appointers under section 79 or 80 must appoint up to half of the members of the panel from the list of commissioners compiled under section 83.

(3) The members of the Board appointed by the Council to which the resource consent application is made must appoint—

(a) up to half of the members of the panel from the list of commissioners compiled under section 83; and

(b) 1 of the commissioners appointed to the panel to be the chairperson of the panel.

(4) The Board may, by notice in writing to the Council concerned, waive its rights to make appointments under subsection (2) or (3).

(5) If the members of the Board appointed by the iwi appointers have not appointed commissioners as required by subsection (2), the Council concerned must, from the same list of commissioners, appoint commissioners who would otherwise have been appointed under subsection (2).

### 85 Obligation of Councils

Each Council must provide to the Board copies or summaries of resource consent applications that each receives and that relate—

(a) wholly or in part to the Te Oneroa-a-Tohe management area; or

(b) to an area that is adjacent to or directly affects the Te Oneroa-a-Tohe management area.

### 86 Obligation of Board

The Board must provide guidelines to the Councils as to the information that is required under section 85, including—

(a) whether the Board requires copies or summaries of resource consent applications, and when those copies or summaries are required; and

(b) whether there are certain types of applications that the Board does not require.

*Beach management plan*

### 87 Preparation and approval of beach management plan

(1) The Board must prepare and approve a beach management plan as required by section 81(3)(a) in accordance with the requirements set out in Part 2 of Schedule 3.

(2) However, a subcommittee of the Board must prepare and approve the part of the beach management plan that relates to Beach sites A, B, C, and D.

(3) The members of the Board appointed by the iwi appointers and referred to in section 79(1)(a) to (d) are the members of the subcommittee.

### 88 Purpose and contents of beach management plan

(1) The purpose of the beach management plan is to—

(a) identify the vision, objectives, and desired outcomes for the Te Oneroa-a-Tohe management area; and

(b) provide direction to persons authorised to make decisions in relation to the Te Oneroa-a-Tohe management area; and

(c) express the Board's aspirations for the care and management of the Te Oneroa-a-Tohe management area, in particular, in relation to the following matters (**priority matters**):

(i) protecting and preserving the Te Oneroa-a-Tohe management area from inappropriate use and development and ensuring that the resources of the Te Oneroa-a-Tohe management area are preserved and enhanced for present and future generations; and

(ii) recognising the importance of the resources of the Te Oneroa-a-Tohe management area for Te Hiku o Te Ika iwi and ensuring the continuing access of Te Hiku o Te Ika iwi to their mahinga kai; and

(iii) recognising and providing for the spiritual, cultural, and historical relationship of Te Hiku o Te Ika iwi with the Te Oneroa-a-Tohe management area.

(2) The part of the beach management plan that relates to Beach sites A, B, C, and D—

(a) must provide for the matters set out in section 41(3) of the Reserves Act 1977; and

(b) is deemed to be a management plan for the purposes of that provision.

(3) The beach management plan may include any other matters that the Board considers relevant to the purposes of the beach management plan.

*Effect of beach management plan on specified planning documents*

### 89 Effect of beach management plan on RMA planning documents

(1) Each time a Council prepares, reviews, varies, or changes an RMA planning document relating to the whole or a part of the Te Oneroa-a-Tohe management area, the Council must recognise and provide for the vision, objectives, and desired outcomes identified in the beach management plan under section 88(1)(a).

(2) When a Council is determining an application for a resource consent that relates to the Te Oneroa-a-Tohe management area, the Council must have regard to the beach management plan until the obligation under subsection (1) is complied with.

(3) The obligations under this section apply only to the extent that—

(a) the contents of the beach management plan relate to the resource management issues of the district or region; and

(b) those obligations are able to be carried out consistently with the purpose of the Resource Management Act 1991.

(4) This section does not limit the provisions of Part 5 and Schedule 1 of the Resource Management Act 1991.

### 90 Effect of beach management plan on conservation documents

(1) Each time a conservation management strategy relating to the whole or a part of the Te Oneroa-a-Tohe management area is prepared under subpart 3, the Director-General and Te Hiku o Te Ika iwi must have particular regard to the vision, objectives, and desired outcomes identified in the beach management plan under section 88(1)(a).

(2) The person or body responsible for preparing, approving, reviewing, or amending a conservation management plan under Part 3A of the Conservation Act 1987 must have particular regard to the vision, objectives, and desired outcomes identified in the beach management plan until the obligation under subsection (1) is complied with.

(3) The obligations under this section apply only to the extent that—

(a) the vision, objectives, and desired outcomes identified in the beach management plan relate to the conservation issues of the Te Oneroa-a-Tohe management area; and

(b) those obligations are able to be carried out consistently with the purpose of the Conservation Act 1987.

(4) This section does not limit the provisions of Part 3A of the Conservation Act 1987.

### 91 Effect of beach management plan on local government decision making

The Councils must take the beach management plan into account when making decisions under the Local Government Act 2002, to the extent that the beach management plan is relevant to the local government issues in the Te Oneroa-a-Tohe management area.

*Application of other Acts*

### 92 Application of other Acts to Board

(1) To the extent that they are relevant to the purpose and functions of the Board under this Act, the provisions of the following Acts apply to the Board, with the necessary modifications, unless otherwise provided in this subpart or Schedule 3:

(a) the Local Authorities (Members' Interests) Act 1968; and

(b) the Local Government Act 1974; and

(c) the Local Government Act 2002; and

(d) the Local Government Official Information and Meetings Act 1987.

(2) Clause 31(1) of Schedule 7 of the Local Government Act 2002 applies only to the members of the Board appointed by the Councils.

(3) Clauses 23(3)(b), 24, 26(3) and (4), 27, 30(2), (3), (5), and (7), and 31(2) and (6) of Schedule 7 of the Local Government Act 2002 do not apply to the Board.

(4) Clauses 19, 20, and 22 of Schedule 7 of the Local Government Act 2002 apply to the Board subject to—

(a) the references to a local authority being read as references to the Board; and

(b) the reference in clause 19(5) to the chief executive being read as a reference to the chairperson of the Board.

(5) To the extent that the rest of Schedule 7 of the Local Government Act 2002 is applicable, it applies to the Board subject to all references to—

(a) a local authority being read as references to the Board; and

(b) a member of a committee of a local authority being read as references to the persons appointed by the persons or bodies specified in section 79.

## Subpart 3—Korowai

### 93 Interpretation

In this subpart and Schedule 4,—

**Conservation Authority** and **Authority** mean the New Zealand Conservation Authority established under section 6A of the Conservation Act 1987

**conservation land** means land administered by the Department of Conservation under the conservation legislation

**conservation legislation** means the Conservation Act 1987 and the Acts specified in Schedule 1 of that Act

**conservation protected area** means, for the purposes of the customary materials plan for customary taking, an area above the line of mean high-water springs that is—

(a) a conservation area under the Conservation Act 1987; or

(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

**contact person** means the person nominated for the purpose under clause 7.149 of the deed of settlement

**customary materials plan** means the plan provided for by section 119 and Part 3 of Schedule 4

**customary taking** means the taking and use of parts of plants for customary purposes

**dead protected animal**—

(a) means the dead body or part of the dead body of an animal protected under the conservation legislation; but

(b) does not include the body or part of the body of a dead marine mammal

**draft document** means the draft Te Hiku o Te Ika conservation management strategy (**CMS**) required by section 102

**korowai area**—

(a) means the land administered by the Department of Conservation, as shown on the plan included as Appendix 3 to part 7 of the deed of settlement; and

(b) includes—

(i) any additional land, if its inclusion is agreed by the Crown, Te Hiku o Te Ika iwi, and any other relevant neighbouring iwi; and

(ii) if the conservation legislation applies to land or resources not within the area specified in paragraph (a) or this paragraph, that land and those resources, but only for the purposes of the korowai; and

(iii) the common marine and coastal area adjacent to the land referred to in paragraph (a) or this paragraph, but only for the purposes of the korowai

**Minister** means the Minister of Conservation

**Ngāti Kahu area of interest** means (other than in section 98) the area that Ngāti Kahu identifies as its area of interest in any deed entered into by the Crown and representatives of Ngāti Kahu to settle the historical claims of Ngāti Kahu

**nominator**—

(a) means an entity with responsibility for nominating a member of the Conservation Board under section 97(1)(a); and

(b) if section 97(2) applies, includes the member appointed under paragraph (b) of that provision

**Northland CMS** means the conservation management strategy, consisting of—

(a) the Te Hiku CMS described in section 99(a); and

(b) the CMS described in section 99(b)

**parties** means—

(a) Te Hiku o Te Ika iwi acting collectively through their representatives; and

(b) the Director-General

**plant** has the meaning given in section 2(1) of the Conservation Act 1987

**plant material** means parts of plants taken in accordance with the customary materials plan

**relationship agreement** means the agreement entered into under clauses 7.130 and 7.131 of the deed of settlement

**representatives**, in relation to Te Hiku o Te Ika iwi, means the representatives appointed in accordance with clause 7.148 of the deed of settlement to act collectively in relation to—

(a) the Te Hiku CMS; and

(b) the customary materials plan; and

(c) the relationship agreement

**Te Hiku o Te Ika Conservation Board** and **Conservation Board** mean the board of that name established by section 95

**Te Hiku o Te Ika conservation management strategy** and **Te Hiku CMS** mean the part of the Northland CMS to the extent that it applies to the korowai area

**Te Rerenga Wairua Reserve** means the area shown in Appendix 4 to part 7 of the deed of settlement

**wāhi tapu framework** means the framework provided for by section 120

**wāhi tapu management plan** means the management plan provided for in Part 4 of Schedule 4.

*Overview of, and background to, korowai redress*

### 94 Overview and background

(1) The provisions of this subpart, Schedule 4, and part 7 of the deed of settlement provide the framework for the korowai redress, consisting of the following elements:

(a) the Te Hiku o Te Ika Conservation Board; and

(b) the Te Hiku o Te Ika conservation management strategy; and

(c) a customary materials plan, wāhi tapu framework, and relationship agreement.

(2) Ngāti Kuri, Te Aupouri, NgāiTakoto, Te Rarawa, and the Crown are committed under the korowai to establishing, maintaining, and strengthening their positive, co-operative, and enduring relationships, guided by the following principles:

*Relationship principles*

(a) giving effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi:

(b) respecting the autonomy of each party and its mandate, role, and responsibility:

(c) actively working together using shared knowledge and expertise:

(d) co-operating in partnership in a spirit of good faith, integrity, honesty, transparency, and accountability:

(e) engaging early on issues of known interest to any of the parties:

(f) enabling and supporting the use of te reo Māori and tikanga Māori:

(g) acknowledging that the parties' relationship is evolving:

*Conservation principles*

(h) promoting and supporting conservation values:

(i) ensuring public access to conservation land:

(j) acknowledging the Kaupapa Tuku Iho (**inherited values**):

(k) supporting a conservation ethos by—

(i) integrating an indigenous perspective; and

(ii) enhancing a national identity:

(l) recognising and acknowledging the role and value of the cultural practices of local hapū in conservation management:

(m) recognising the full range of public interests in conservation land and taonga.

*Te Hiku o Te Ika Conservation Board established*

### 95 Establishment of Te Hiku o Te Ika Conservation Board

(1) Te Hiku o Te Ika Conservation Board is established, and is to be treated as established, under section 6L(1) of the Conservation Act 1987.

(2) On and from the settlement date, the Conservation Board established by this section—

(a) is a Conservation Board under the Conservation Act 1987 with jurisdiction in the korowai area; and

(b) must carry out, in the korowai area, the functions specified in section 6M of that Act; and

(c) has the powers conferred by section 6N of that Act.

(3) In this subpart, the Conservation Act 1987 applies to the Conservation Board unless, and to the extent that, clause 2 of Schedule 4 provides otherwise.

### 96 Role and jurisdiction of Northland Conservation Board to cease

On and from the settlement date, the Northland Conservation Board set up under Part 2A of the Conservation Act 1987 ceases to have jurisdiction within or over the korowai area.

*Constitution of Conservation Board*

### 97 Appointment of members of Conservation Board

(1) Te Hiku o Te Ika Conservation Board consists of—

(a) 4 members appointed by the Minister as follows:

(i) 1 member, on the nomination of the trustees; and

(ii) 1 member, on the nomination of the trustees of the Te Manawa o Ngāti Kuri Trust; and

(iii) 1 member, on the nomination of the trustees of the Te Rūnanga Nui o Te Aupouri Trust; and

(iv) 1 member, on the nomination of the trustees of Te Rūnanga o NgāiTakoto; and

(b) 4 members appointed by the Minister.

(2) If the Ministers give notice under section 98(3) that Ngāti Kahu will participate in the korowai redress on an interim basis, as provided for by section 98, the Conservation Board consists of 10 members, appointed as follows:

(a) 4 members appointed by the Minister on the nomination of the nominators referred to in subsection (1)(a); and

(b) 1 member appointed by the Minister on the nomination of the mandated representatives of Ngāti Kahu (or if there is one, the Ngāti Kahu governance entity); and

(c) 5 members appointed by the Minister.

(3) Further provisions concerning the Conservation Board are set out in Part 1 of Schedule 4.

### 98 Interim participation of Ngāti Kahu on Conservation Board

(1) On the settlement date, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation (the **Ministers**) must give written notice to the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one) inviting Ngāti Kahu to participate on the Conservation Board under this subpart on an interim basis.

(2) The notice must specify the conditions—

(a) that must be satisfied before Ngāti Kahu may participate in the Conservation Board on an interim basis, including conditions that—

(i) a person may represent Ngāti Kahu on the Conservation Board only if that person is appointed for that position by the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one); and

(ii) the person appointed to the Conservation Board to represent Ngāti Kahu must agree to participate on the Conservation Board only in

relation to those parts of the korowai area wholly within the Ngāti Kahu area of interest; and

(b) that must apply to the continuing participation of Ngāti Kahu, including conditions that—

(i) a person may represent Ngāti Kahu on the Conservation Board only if that person continues to be approved as the appointee for that position by the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one); and

(ii) the person appointed to the Conservation Board to represent Ngāti Kahu must continue to participate on the Conservation Board only in relation to those parts of the korowai area wholly within the Ngāti Kahu area of interest.

(3) If the Ministers are satisfied that Ngāti Kahu have met the specified conditions, they must give written notice, stating the date on and from which Ngāti Kahu will participate on the Conservation Board on an interim basis, to—

(a) the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one); and

(b) each of the nominators referred to in section 97(1)(a).

(4) If Ngāti Kahu breach the specified conditions, the Ministers may give notice in writing to revoke the interim participation of Ngāti Kahu on the Conservation Board, but only after giving the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one)—

(a) reasonable notice of the breach; and

(b) a reasonable opportunity to remedy the breach.

(5) The interim participation of Ngāti Kahu on the Conservation Board ceases on the settlement date specified in the settlement legislation for Ngāti Kahu.

(6) In this section, **Ngāti Kahu area of interest** means the area described in—

(a) the Ngāti Kahu Agreement in Principle dated 17 September 2008; and

(b) the Te Hiku Agreement in Principle dated 16 January 2010.

*Conservation management strategy*

### 99 Northland CMS

The Northland CMS consists of—

(a) one part, to be known as the Te Hiku CMS,—

(i) prepared in accordance with this subpart; and

(ii) applying to the korowai area in accordance with section 109; and

(b) one part—

(i) prepared by the Northland Conservation Board under the Conservation Act 1987 and approved by the New Zealand Conservation Authority; and

(ii) applying in any part of Northland where the Te Hiku CMS does not apply.

### 100 Status, effect, and certain contents of Te Hiku CMS

(1) The Te Hiku CMS—

(a) is a conservation management strategy for the purposes of section 17D of the Conservation Act 1987; and

(b) has the same effect as if it were a conservation management strategy prepared and approved under that Act.

(2) Sections 17E(8), 17F, 17H, and 17I of the Conservation Act 1987 do not apply to the preparation, approval, review, or amendment of the Te Hiku CMS, but in all other respects the provisions of the Conservation Act 1987 apply to the Te Hiku CMS.

(3) The Te Hiku CMS must—

(a) refer to the wāhi tapu framework required by section 120; and

(b) reflect the relationship between Te Hiku o Te Ika iwi and the wāhi tapu described in the framework; and

(c) reflect the importance of those wāhi tapu being protected; and

(d) acknowledge the role of the wāhi tapu management plan.

*Preparation of draft Te Hiku CMS*

### 101 Preliminary agreement

(1) Before the parties commence preparation of a draft Te Hiku CMS, they must develop a plan.

(2) The plan must set out—

(a) the principal matters to be included in the draft document; and

(b) the manner in which those matters are to be dealt with; and

(c) the practical steps that the parties will take to prepare and seek approval for the draft document.

### 102 Draft document to be prepared

(1) Not later than 12 months after the settlement date, the parties must commence preparation of a draft document in consultation with—

(a) the Conservation Board; and

(b) any other persons or organisations that the parties agree are appropriate.

(2) The parties may agree a later date to commence preparation of the draft document.

(3) In addition to the matters prescribed for a conservation management strategy by section 17D of the Conservation Act 1987, the draft document must include the matters prescribed by section 100(3).

### 103 Notification of draft document

(1) As soon as practicable after the date on which preparation of the draft document commences under section 102, but not later than 12 months after that date, the Director-General must—

(a) notify the draft document in accordance with section 49(1) of the Conservation Act 1987 as if the Director-General were the Minister for the purposes of that section; and

(b) give notice of the draft document to the relevant local authorities.

(2) The notice must—

(a) state that the draft document is available for inspection at the places and times specified in the notice; and

(b) invite submissions from the public, to be lodged with the Director-General before the date specified in the notice, which must be not less than 40 working days after the date of the notice.

(3) The draft document must continue to be available for public inspection after the date it is notified, at the places and times specified in the notice, to encourage public participation in the development of the draft document.

(4) The parties may, after consulting the Conservation Board, seek views on the draft document from any person or organisation that they consider to be appropriate.

### 104 Submissions

(1) Any person may, before the date specified in the notice given under section 103(2)(b), lodge a submission on the draft document with the Director-General, stating whether the submitter wishes to be heard in support of the submission.

(2) The Director-General must provide a copy of any submission to Te Hiku o Te Ika iwi within 5 working days of receiving the submission.

### 105 Hearing

(1) Persons wishing to be heard must be given a reasonable opportunity to appear before a meeting of representatives of—

(a) Te Hiku o Te Ika iwi; and

(b) the Director-General; and

(c) the Conservation Board.

(2) The representatives referred to in subsection (1) may hear any other person or organisation whose views on the draft document were sought under section 103(4).

(3) The hearing of submissions must be concluded not later than 2 months after the date specified in the notice given under section 103(2)(b).

(4) After the conclusion of the hearing, Te Hiku o Te Ika iwi and the Director-General must jointly prepare a summary of the submissions on the draft document and any other views on it made known to them under section 103(4).

### 106 Revision of draft document

The parties must, after considering the submissions heard and other views received under section 103(4),—

(a) revise the draft document as they consider appropriate; and

(b) not later than 6 months after all submissions have been heard, provide to the Conservation Board—

(i) the draft document as revised; and

(ii) the summary of submissions prepared under section 105(4).

*Approval process*

### 107 Submission of draft document to Conservation Authority

(1) After considering the draft document and the summary of submissions provided under section 106, the Conservation Board—

(a) may request the parties to further revise the draft document; and

(b) must submit the draft document to the Conservation Authority for its approval, together with—

(i) a written statement of any matters on which the parties and the Conservation Board are not able to agree; and

(ii) a copy of the summary of the submissions.

(2) The Conservation Board must provide the draft document to the Conservation Authority not later than 6 months after the draft document was provided to the Conservation Board, unless the Minister directs a later date.

### 108 Approval of Te Hiku CMS

(1) The Conservation Authority—

(a) must consider the draft document and any relevant information provided to it under section 107(1)(b); and

(b) may consult any person or organisation that it considers appropriate, including—

(i) the parties; and

(ii) the Conservation Board.

(2) After considering the draft document and that information, the Conservation Authority must—

(a) make any amendments to the draft document that it considers necessary; and

(b) provide the draft document with any amendments and other relevant information to the Minister and Te Hiku o Te Ika iwi.

(3) Te Hiku o Te Ika iwi and the Minister jointly must—

(a) consider the draft document provided under subsection (2)(b); and

(b) return the draft document to the Conservation Authority with written recommendations that Te Hiku o Te Ika iwi and the Minister consider appropriate.

(4) The Conservation Authority, after having regard to any recommendations, must—

(a) make any amendments that it considers appropriate and approve the draft document; or

(b) return the draft document to Te Hiku o Te Ika iwi and the Minister for further consideration under subsection (3), with any new information that the Authority wishes them to consider, before the draft document is amended, if appropriate, and approved.

### 109 Effect of approval of Te Hiku CMS

On and from the day that the draft document is approved under section 108,—

(a) the Te Hiku CMS applies, with any necessary modification, in the korowai area; and

(b) the part of the Northland CMS described in section 99(b) ceases to apply in the korowai area.

*Review and amendment of Te Hiku CMS*

### 110 Review procedure

(1) The parties may initiate a review of the whole or a part of the Te Hiku CMS at any time, after consulting the Conservation Board.

(2) Every review must be carried out in accordance with the process set out in sections 101 to 108, with the necessary modifications, as if those provisions related to the review procedure.

(3) The parties must commence a review of the whole of the Te Hiku CMS not later than 10 years after the date of its initial or most recent approval under section 108 (whichever is the later), unless the Minister, after consulting the Conservation Authority and Te Hiku o Te Ika iwi, extends the period within which the review must be commenced.

### 111 Review in relation to Ngāti Kahu area of interest

(1) If the Ngāti Kahu area of interest is not covered by the Te Hiku CMS, a review may be commenced under section 110 to provide for the Te Hiku CMS to cover the Ngāti Kahu area of interest.

(2) Subsection (1) applies only with the agreement of the Ngāti Kahu governance entity.

(3) If, as a result of a review conducted under subsection (1), the Te Hiku CMS is extended to include the Ngāti Kahu area of interest,—

(a) the part of the Northland CMS described in section 99(b) ceases to apply to the Ngāti Kahu area of interest; and

(b) the Te Hiku CMS applies to that area.

(4) Subsection (3) applies on and from the date on which the Te Hiku CMS, as reviewed under subsection (1), is approved.

(5) A review carried out under this section must be carried out in accordance with the process set out in sections 101 to 108, with the necessary modifications, as if those provisions related to the review procedure.

### 112 Amendment procedure

(1) At any time the parties may, after consulting the Conservation Board, initiate amendments to the whole or a part of the Te Hiku CMS.

(2) Unless subsection (3) or (4) applies, amendments must be made in accordance with the process set out in sections 101 to 108, with the necessary modifications, as if those provisions related to the amendment procedure.

(3) If the parties consider that the proposed amendments would not materially affect the policies, objectives, or outcomes of the Te Hiku CMS or the public interest in the relevant conservation matters,—

(a) the parties must send the proposed amendments to the Conservation Board; and

(b) the proposed amendments must be dealt with in accordance with sections 107 and 108, as if those provisions related to the amendment procedure.

(4) However, if the purpose of the proposed amendments is to ensure the accuracy of the information in the Te Hiku CMS required by section 17D(7) of the Conservation Act 1987 (which requires the identification and description of all protected areas within the boundaries of the conservation management strategy managed by the Department of Conservation), the parties may amend the Te Hiku CMS without following the process prescribed under subsection (2) or (3).

(5) The Director-General must notify any amendments made under subsection (4) to the Conservation Board without delay.

*Process to be followed if disputes arise*

### 113 Dispute resolution

(1) If the parties are not able, within a reasonable time, to resolve a dispute arising at any stage in the process of preparing, approving, or amending the Te Hiku CMS under sections 101 to 112, either party may—

(a) give written notice to the other of the issues in dispute; and

(b) require the process under this section and section 114 to be followed.

(2) Within 15 working days of the date of the notice given under subsection (1), a representative of the Director-General with responsibilities within the area covered by the Te Hiku CMS must meet in good faith with 1 or more representatives of Te Hiku o Te Ika iwi to seek a means to resolve the dispute.

(3) If that meeting does not achieve a resolution within 20 working days of the notice being given under subsection (1), the Director-General and 1 or more representatives of Te Hiku o Te Ika iwi must meet in good faith to seek a means to resolve the dispute.

(4) If the dispute has not been resolved within 30 working days of the notice being given under subsection (1), the Minister and 1 or more representatives of Te Hiku o Te Ika iwi must, if they agree, meet in good faith to seek to resolve the dispute.

(5) Subsection (4) applies only if the dispute is a matter of significance to both parties.

(6) A resolution reached under this section is valid only to the extent that it is not inconsistent with the legal obligations of the parties.

### 114 Mediation

(1) If resolution is not reached within a reasonable time under section 113, either party may require the dispute to be referred to mediation by giving written notice to the other party.

(2) The parties must seek to agree to appoint 1 or more persons who are to conduct a mediation or, if agreement is not reached within 15 working days of the notice being given under subsection (1), the party that gave notice must make a written request to the President of the New Zealand Law Society to appoint a mediator to assist the parties to reach a settlement of the dispute.

(3) A mediator appointed under subsection (2)—

(a) must be familiar with tikanga Māori and te reo Māori; and

(b) must not have an interest in the outcome of the dispute; and

(c) does not have the power to determine the dispute, but may give non-binding advice.

(4) The parties must—

(a) participate in the mediation in good faith; and

(b) share the costs of a mediator appointed under this section and related expenses equally; but

(c) in all other respects, meet their own costs and expenses in relation to the mediation.

### 115 Effect of dispute process on prescribed time limits

If, at any stage in the process of preparing, approving, or amending the Te Hiku CMS, notice is given under section 113(1),—

(a) the calculation of any prescribed time is stopped until the dispute is resolved; and

(b) the parties must, after the dispute is resolved, resume the process of preparing, approving, or amending the Te Hiku CMS at the point where it was interrupted.

*Access to Conservation Authority and Minister of Conservation*

### 116 New Zealand Conservation Authority

(1) Each year, the Director-General must provide Te Hiku o Te Ika iwi with the annual schedule of meetings of the Conservation Authority.

(2) If Te Hiku o Te Ika iwi wish to discuss a matter of national importance about conservation land or resources in the korowai area, they may make a request to address a scheduled meeting of the Conservation Authority.

(3) A request must—

(a) be in writing; and

(b) set out the matter of national importance to be discussed; and

(c) be given to the Conservation Authority not later than 20 working days before the date of a scheduled meeting.

(4) The Conservation Authority must respond to any request not later than 10 working days before the date of the scheduled meeting, stating that Te Hiku o Te Ika iwi may attend that scheduled meeting or a subsequent scheduled meeting.

### 117 Minister of Conservation

(1) The Minister of Conservation or the Associate Minister of Conservation must meet annually with the leaders of Te Hiku o Te Ika iwi to discuss the progress of the korowai in expressing the relationship between the Crown and Te Hiku o Te Ika iwi on conservation matters in the korowai area.

(2) The place and date of the meeting must be agreed between the Office of the Minister of Conservation and the contact person nominated by Te Hiku o Te Ika iwi.

(3) Prior to the date of the annual meeting, Te Hiku o Te Ika iwi must—

(a) propose the agenda for the meeting; and

(b) provide relevant information relating to the matters on the agenda.

(4) The persons who are entitled to attend the annual meeting are—

(a) Te Hiku o Te Ika iwi leaders; and

(b) the Minister or Associate Minister of Conservation (or, if neither Minister is able to attend, a senior delegate appointed by the Minister, if Te Hiku o Te Ika iwi agree).

*Decision-making framework*

### 118 Acknowledgement of section 4 of Conservation Act 1987

When a decision relating to the korowai area must be made under the conservation legislation that applies in the korowai area, the decision maker must,—

(a) in applying section 4 of the Conservation Act 1987, give effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi—

(i) to the extent required by the conservation legislation; and

(ii) in a manner commensurate with—

(A) the nature and degree of Te Hiku o Te Ika iwi interest in the korowai area; and

(B) the subject matter of the decision; and

(b) comply with the provisions of Part 2 of Schedule 4, which provide a transparent decision-making framework for conservation matters in the korowai area.

*Transfer of decision-making and review functions*

### 119 Customary materials plan

(1) The parties must jointly prepare and agree a customary materials plan that covers—

(a) the customary taking of plant material from conservation protected areas within the korowai area; and

(b) the possession of dead protected animals found within the korowai area.

(2) The first customary materials plan must be agreed not later than the settlement date.

(3) Part 3 of Schedule 4 provides for the contents of the customary materials plan and the process by which it is to be prepared.

### 120 Wāhi tapu framework

(1) The parties must work together to develop a wāhi tapu framework for the management of wāhi tapu including, if appropriate, management by the mana whenua hapū and iwi associated with the wāhi tapu.

(2) Part 4 of Schedule 4 provides for the contents of the wāhi tapu framework and the process by which it is to be prepared.

### 121 Protection of spiritual and cultural integrity of Te Rerenga Wairua Reserve

Part 5 of Schedule 4 provides for decision making concerning Te Rerenga Wairua Reserve if, under the conservation legislation, certain processes are commenced or applications are received that relate to Te Rerenga Wairua Reserve.

*Relationship agreement*

### 122 Relationship agreement

Not later than the settlement date, the Director-General and Te Hiku o Te Ika iwi must enter into a relationship agreement on the terms and conditions set out in Appendix 2 to part 7 of the deed of settlement.

## Subpart 4—Statutory acknowledgement

### 123 Interpretation

In this subpart,—

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

**statement of association**, for a statutory area, means the statement—

(a) made by Te Rarawa of their particular cultural, historical, spiritual, and traditional association with the statutory area; and

(b) set out in part 2 of the documents schedule

**statutory acknowledgement** means the acknowledgement made by the Crown in section 124 in respect of the statutory areas, on the terms set out in this subpart

**statutory area** means an area described in Schedule 5, the general location of which is indicated on the deed plan for that area

**statutory plan**—

(a) means a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as defined in section 43AA of the Resource Management Act 1991; and

(b) includes a proposed plan, as defined in section 43AAC of that Act.

*Statutory acknowledgement*

### 124 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association for the statutory areas.

### 125 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are—

(a) to require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with sections 126 to 128; and

(b) to require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory areas and to provide summaries of resource consent applications or copies of notices of applications to the trustees, in accordance with sections 129 and 130; and

(c) to enable the trustees and any member of Te Rarawa to cite the statutory acknowledgement as evidence of the association of Te Rarawa with a statutory area, in accordance with section 131.

### 126 Relevant consent authorities to have regard to statutory acknowledgement

(1) This section applies in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the trustees are affected persons in relation to the activity.

(3) Subsection (2) does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

### 127 Environment Court to have regard to statutory acknowledgement

(1) This section applies to proceedings in the Environment Court in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustees are persons with an interest in the proceedings greater than that of the general public.

(3) Subsection (2) does not limit the obligations of the Environment Court under the Resource Management Act 1991.

### 128 Heritage New Zealand Pouhere Taonga and Environment Court to have regard to statutory acknowledgement

(1) This section applies to an application made under section 44, 56, or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 for an authority to undertake an activity that will or may modify or destroy an archaeological site within a statutory area.

(2) On and from the effective date, Heritage New Zealand Pouhere Taonga must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 48, 56, or 62 of the Heritage New Zealand Pouhere Taonga Act 2014 in relation to the application.

(3) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area—

(a) in determining whether the trustees are persons directly affected by the decision; and

(b) in determining, under section 59(1) or 64(1) of the Heritage New Zealand Pouhere Taonga Act 2014, an appeal against a decision of Heritage New Zealand Pouhere Taonga in relation to the application.

(4) In this section, **archaeological site** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014.

### 129 Recording statutory acknowledgement on statutory plans

(1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.

(2) The information attached to a statutory plan must include—

(a) a copy of sections 124 to 128, 130, and 131; and

(b) descriptions of the statutory areas wholly or partly covered by the plan; and

(c) the statement of association for each statutory area.

(3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not—

(a) part of the statutory plan; or

(b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

### 130 Provision of summary or notice to trustees

(1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:

(a) if the application is received by the consent authority, a summary of the application; or

(b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.

(2) A summary provided under subsection (1)(a) must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the trustees and the relevant consent authority.

(3) The summary must be provided—

(a) as soon as is reasonably practicable after the relevant consent authority receives the application; but

(b) before the relevant consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.

(4) A copy of a notice must be provided under subsection (1)(b) not later than 10 working days after the day on which the consent authority receives the notice.

(5) The trustees may, by written notice to a relevant consent authority,—

(a) waive the right to be provided with a summary or copy of a notice under this section; and

(b) state the scope of that waiver and the period it applies for.

(6) This section does not affect the obligation of a relevant consent authority to decide,—

(a) under section 95 of the Resource Management Act 1991, whether to notify an application:

(b) under section 95E of that Act, whether the trustees are affected persons in relation to an activity.

### 131 Use of statutory acknowledgement

(1) The trustees and any member of Te Rarawa may, as evidence of the association of Te Rarawa with a statutory area, cite the statutory acknowledgement that relates to that area in submissions concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—

(a) the relevant consent authorities; or

(b) the Environment Court; or

(c) Heritage New Zealand Pouhere Taonga; or

(d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.

(2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—

(a) the bodies referred to in subsection (1); or

(b) parties to proceedings before those bodies; or

(c) any other person who is entitled to participate in those proceedings.

(3) However, the bodies and persons specified in subsection (2) may take the statutory acknowledgement into account.

(4) To avoid doubt,—

(a) neither the trustees nor members of Te Rarawa are precluded from stating that Te Rarawa has an association with a statutory area that is not described in the statutory acknowledgement; and

(b) the content and existence of the statutory acknowledgement do not limit any statement made.

*General provisions relating to statutory acknowledgement*

### 132 Application of statutory acknowledgement to river or stream

If any part of the statutory acknowledgement applies to a river or stream, that part of the acknowledgement—

(a) applies only to—

(i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and

(ii) the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but

(b) does not apply to—

(i) a part of the bed of the river or stream that is not owned by the Crown; or

(ii) an artificial watercourse; or

(iii) a tributary flowing into the river.

### 133 Exercise of powers and performance of functions and duties

(1) The statutory acknowledgement does not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under an enactment or a bylaw.

(2) A person, in considering a matter or making a decision or recommendation under an enactment or a bylaw, must not give greater or lesser weight to the association of Te Rarawa with a statutory area than that person would give if there were no statutory acknowledgement for the statutory area.

(3) Subsection (2) does not limit subsection (1).

(4) This section is subject to the other provisions of this subpart.

### 134 Rights not affected

(1) The statutory acknowledgement does not—

(a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or

(b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

(2) This section is subject to the other provisions of this subpart.

*Consequential amendment to Resource Management Act 1991*

### 135 Amendment to Resource Management Act 1991

(1) This section amends the Resource Management Act 1991.

(2) In Schedule 11, insert in its appropriate alphabetical order "Te Rarawa Claims Settlement Act 2015".

## Subpart 5—Protocols

### 136 Interpretation

In this subpart,—

**protocol**—

(a) means each of the following protocols issued under section 137(1)(a):

(i) the taonga tūturu protocol:

(ii) the fisheries protocol; and

(b) includes any amendments made under section 137(1)(b)

**responsible Minister** means,—

(a) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage:

(b) for the fisheries protocol, the Minister for Primary Industries:

(c) for any protocol, any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties in relation to the protocol.

*General provisions applying to protocols*

### 137 Issuing, amending, and cancelling protocols

(1) Each responsible Minister—

(a) must issue a protocol to the trustees on the terms set out in part 3 of the documents schedule; and

(b) may amend or cancel that protocol.

(2) The responsible Minister may amend or cancel a protocol at the initiative of—

(a) the trustees; or

(b) the responsible Minister.

(3) The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, the trustees.

### 138 Protocols subject to rights, functions, and duties

Protocols do not restrict—

(a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, for example, the ability—

(i) to introduce legislation and change Government policy; and

(ii) to interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or

(b) the responsibilities of a responsible Minister or a department of State; or

(c) the legal rights of Te Rarawa or a representative entity.

### 139 Enforcement of protocols

(1) The Crown must comply with a protocol while it is in force.

(2) If the Crown fails to comply with a protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.

(3) Despite subsection (2), damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.

(4) To avoid doubt,—

(a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and

(b) subsection (3) does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under subsection (2).

*Taonga tūturu*

### 140 Taonga tūturu protocol

(1) The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

(2) In this section, **taonga tūturu**—

(a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and

(b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

### *Fisheries*

**141 Fisheries protocol**

(1) The chief executive of the department of State responsible for the administration of the Fisheries Act 1996 must note a summary of the terms of the fisheries protocol in any fisheries plan that affects the fisheries protocol area.

(2) The noting of the summary is—

(a) for the purpose of public notice only; and

(b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.

(3) The fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, or seaweed) that are held, managed, or administered under any of the following enactments:

(a) the Fisheries Act 1996:

(b) the Maori Commercial Aquaculture Claims Settlement Act 2004:

(c) the Maori Fisheries Act 2004:

(d) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

(4) In this section,—

**fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996

**fisheries protocol area** means the area shown on the map attached to the fisheries protocol, together with the adjacent waters.

## Subpart 6—Fisheries advisory committees

**142 Interpretation**

In this subpart,—

**fisheries protocol area** has the meaning given in section 141(4)

**Minister** means the Minister for Primary Industries.

### *Te Rarawa fisheries advisory committee*

**143 Appointment of Te Rarawa fisheries advisory committee**

(1) The Minister must, not later than the settlement date, appoint the trustees to be an advisory committee under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995.

(2) The purpose of the Te Rarawa fisheries advisory committee is to advise the Minister on the utilisation of fish, aquatic life, and seaweed managed under the Fisheries Act 1996, while also ensuring the sustainability of those resources in—

(a) the fisheries protocol area; and

(b) the fisheries protocol areas provided for by—

(i) section 128 of the Ngāti Kuri Claims Settlement Act 2015; and

(ii) section 130 of the Te Aupouri Claims Settlement Act 2015; and

(iii) section 125 of the NgāiTakoto Claims Settlement Act 2015.

(3) The Minister must consider any advice given by the Te Rarawa fisheries advisory committee.

(4) In considering any advice, the Minister must recognise and provide for the customary, non-commercial interests of Te Rarawa.

*Joint fisheries advisory committee*

**144 Appointment of joint fisheries advisory committee**

(1) The Minister must, on the settlement date, appoint a joint fisheries advisory committee to be an advisory committee under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995.

(2) Each Te Hiku o Te Ika iwi governance entity must appoint 1 person to be a member of the committee.

(3) The purpose of the joint fisheries advisory committee is to advise the Minister on the utilisation of fish, aquatic life, and seaweed managed under the Fisheries Act 1996, while also ensuring the sustainability of those resources in the fisheries protocol area.

(4) The Minister must consider any advice given by the joint fisheries advisory committee.

(5) In considering the advice from the joint fisheries advisory committee, the Minister must recognise and provide for the customary, non-commercial interests of Te Hiku o Te Ika iwi.

(6) If a Te Hiku o Te Ika iwi does not enter into a fisheries protocol with the Minister, the relevant area for the purpose of advising the Minister under subsection (3) is deemed to be the waters adjacent, or otherwise relevant, to the area of interest of that iwi (including any relevant quota management area or fishery management area within the exclusive economic zone).

(7) In this section,—

**exclusive economic zone** has the meaning given in section 4(1) of the Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012

**quota management area** has the meaning given in section 2(1) of the Fisheries Act 1996.

## Subpart 7—Official geographic names

### 145 Interpretation

In this subpart,—

**Act** means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

**Board** has the meaning given in section 4 of the Act

**official geographic name** has the meaning given in section 4 of the Act.

### 146 Official geographic names

(1) A name specified in the second column of the table in clause 9.48 of the deed of settlement is the official geographic name of the feature described in the third and fourth columns of that table.

(2) Each official geographic name is to be treated as if it were an official geographic name that takes effect on the settlement date by virtue of a determination of the Board made under section 19 of the Act.

### 147 Publication of official geographic names

(1) The Board must, as soon as practicable after the settlement date, give public notice of each official geographic name specified under section 146 in accordance with section 21(2) and (3) of the Act.

(2) The notices must state that each official geographic name became an official geographic name on the settlement date.

### 148 Subsequent alteration of official geographic names

(1) In making a determination to alter the official geographic name of a feature named under this subpart, the Board—

(a) need not comply with section 16, 17, 18, 19(1), or 20 of the Act; but

(b) must have the written consent of the trustees.

(2) However, in the case of the features listed in subsection (3), the Board may alter the official geographic name only if it has the written consent of—

(a) the trustees; and

(b) the trustees of the Te Manawa O Ngāti Kuri Trust; and

(c) the trustees of the Te Rūnanga Nui o Te Aupouri Trust; and

(d) the trustees of Te Rūnanga o NgāiTakoto.

(3) Subsection (2) applies to—

(a) Te Oneroa-a-Tōhē / Ninety Mile Beach:

(b) Cape Reinga / Te Rerenga Wairua:

(c) Piwhane / Spirits Bay.

(4) To avoid doubt, the Board must give public notice of a determination made under subsection (1) in accordance with section 21(2) and (3) of the Act.

## Subpart 8—Ōwhata land

### 149 Transfer of Ōwhata land

(1) To give effect to clause 9.35 of the deed of settlement,—

(a) the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required in relation to the transfer of the fee simple estate in Ōwhata land to the trustees or to any matter incidental to, or required for the purpose of, the transfer; and

(b) section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer of the fee simple estate in Ōwhata land to the trustees or to any matter incidental to, or required for the purpose of, the transfer.

(2) The Registrar-General must, on receipt of the documents referred to in subsection (3),—

(a) create 1 computer freehold register for the fee simple estate in Ōwhata land in the name of the trustees; and

(b) create 1 computer freehold register for the fee simple estate in the balance of the land in the name of the transferor; and

(c) record on the computer freehold registers any interests that are registered, notified, or notifiable and that are described in the documents referred to in subsection (3).

(3) The documents are—

(a) orders for computer freehold registers for Ōwhata land and any balance land; and

(b) a transfer instrument, which must include a statement that the transfer is made under this section; and

(c) any other document required for the registration of the transfer instrument.

(4) Subsection (2) is subject to the completion of any survey necessary to create a computer freehold register.

(5) In this section,—

**Ōwhata land** has the meaning given in clauses 9.35.1 and 9.35.2 of the deed of settlement

**transferor** means the person in whose name the fee simple title was registered immediately preceding the transfer of Ōwhata land to the trustees.

## Subpart 9—Warawara Whenua Ngāhere i te Taiao

### 150 Interpretation

In this subpart, unless the context otherwise requires,—

**Department** means the Department of Conservation

**mana whenua hapū** means those Te Rarawa hapū that hold mana whenua over the Warawara and adjacent lands

**Minister** means the Minister of Conservation

**parties** means the Minister or Director-General, as appropriate, the mana whenua hapū, and Te Rūnanga o Te Rarawa

**Warawara** means the Warawara Conservation Park, consisting of 6 943 hectares, as marked on the plan in part 6 of the attachments

**Warawara Whenua Ngāhere i te Taiao** means the agreement described in this subpart.

*Warawara Whenua Ngāhere i te Taiao*

### 151 Obligation to enter into Warawara Whenua Ngāhere i te Taiao

(1) Te Rūnanga o Te Rarawa through the trustees, the mana whenua hapū through their approved representatives, and the Director-General must enter into the Warawara Whenua Ngāhere i te Taiao.

(2) The Warawara Whenua Ngāhere i te Taiao must come into force not later than the day that is 6 months after the settlement date.

### 152 Legal framework for Warawara Whenua Ngāhere i te Taiao

(1) The Warawara Whenua Ngāhere i te Taiao is—

(a) an agreement entered into under section 53 of the Conservation Act 1987; and

(b) enforceable in accordance with its terms by the mana whenua hapū or Te Rūnanga o Te Rarawa and the Director-General.

(2) However, a breach of the Warawara Whenua Ngāhere i te Taiao is not a breach of the deed of settlement.

### 153 Purpose of Warawara Whenua Ngāhere i te Taiao

(1) The purpose of Warawara Whenua Ngāhere i te Taiao is to give effect to the relationship of Te Rarawa, the Minister, and the Director-General under this subpart by—

(a) acknowledging that the mana whenua hapū and iwi of Te Rarawa exercise mana whenua over the Warawara; and

(b) providing for joint roles in respect of the governance and management of Warawara.

(2) It is the intention of the parties, in entering into Warawara Whenua Ngāhere i te Taiao, to—

(a) strengthen the relationship of Te Rarawa and the Crown under te Tiriti o Waitangi/the Treaty of Waitangi; and

(b) recognise the mana and kaitiaki role of the mana whenua hapū and Te Rarawa with Warawara; and

(c) recognise the Crown's regulatory role; and

(d) promote and support conservation values; and

(e) engage the communities of the mana whenua hapū and Te Rarawa in conservation activities; and

(f) recognise and protect Te Rarawa historical and cultural values; and

(g) ensure public access; and

(h) support the development goals of Te Rarawa to the extent that these goals are consistent with conservation objectives; and

(i) provide for the Minister or the Director-General, as appropriate, to carry out their relevant functions, powers, and duties under the conservation legislation; and

(j) in relation to decisions affecting Warawara, maximise the ability for the Minister or the Director-General, the mana whenua hapū, and Te Rūnanga o Te Rarawa to reach a consensus.

### 154 Scope of Warawara Whenua Ngāhere i te Taiao

The Warawara Whenua Ngāhere i te Taiao must include processes that provide for the Minister or the Director-General, as appropriate, the mana whenua, and Te Rūnanga o Te Rarawa to work collaboratively in relation to—

(a) the development of a management and operational plan for Warawara; and

(b) annual planning by the Department as it relates specifically to Warawara; and

(c) the management of Warawara; and

(d) decisions on the granting of concessions or other statutory authorisations under the conservation legislation as they relate to Warawara; and

(e) other matters that the mana whenua hapū, Te Rūnanga o Te Rarawa, and the Director-General may agree in relation to Warawara.

### 155 Other contents of Warawara Whenua Ngāhere i te Taiao

The Warawara Whenua Ngāhere i te Taiao must include—

(a) provision for the mana whenua hapū, Te Rūnanga o Te Rarawa, and the Director-General—

(i) to meet on an annual basis to discuss the management proposals for the following year; and

(ii) to hold other meetings as required by the mana whenua hapū, Te Rūnanga o Te Rarawa, and the Director-General to plan for and discuss the management of Warawara, including any planned management activities or issues that have arisen in relation to Warawara; and

(iii) to communicate as required on the management of Warawara, including any planned management activities or issues that have arisen in relation to Warawara; and

(b) a requirement that early notice be given to—

(i) the mana whenua hapū and Te Rūnanga o Te Rarawa of any issues that come to the attention of the Director-General concerning the management of Warawara; and

(ii) the Director-General of any issues that come to the attention of the mana whenua hapū and Te Rūnanga o Te Rarawa concerning the management of Warawara; and

(c) agreement about the management activities that may be undertaken by the mana whenua hapū and Te Rūnanga o Te Rarawa in respect of Warawara; and

(d) a requirement for the early involvement of the mana whenua hapū and Te Rūnanga o Te Rarawa with management decisions relating to Warawara; and

(e) an acknowledgement that, in relation to Warawara,—

(i) the Director-General has statutory functions, powers, and duties under the conservation legislation; and

(ii) the mana whenua hapū and Te Rūnanga o Te Rarawa have kaitiaki responsibilities; and

(iii) the Warawara Whenua Ngāhere i te Taiao is to operate consistently with the functions, powers, duties, and responsibilities referred to in subparagraphs (i) and (ii).

*Decision-making and operating principles under Warawara Whenua Ngāhere i te Taiao*

### 156 Principles for decision making

(1) If a decision is to be made under the conservation legislation that relates specifically to Warawara, the mana whenua hapū, Te Rūnanga o Te Rarawa, and the Director-General must—

(a) work together in the decision-making process; and

(b) take all reasonable and practicable steps to achieve consensus in relation to a decision; and

(c) proceed on the presumption that consensus is achievable; and

(d) act in accordance with the decision-making framework in the korowai for enhanced conservation, as set out in Part 2 of Schedule 3 and, if the circumstances require it, give a reasonable degree of preference to the interests of the mana whenua hapū and Te Rūnanga o Te Rarawa.

(2) If a consensus is not reached, the following process applies:

(a) the Director-General must explain in writing to the mana whenua hapū and Te Rūnanga o Te Rarawa why the Minister or Director-General, as appropriate, may have to make a decision that does not reflect a consensus; and

(b) if the mana whenua hapū or Te Rūnanga o Te Rarawa consider that the matter is of fundamental importance and potentially injurious to the relationship reflected in the Warawara Whenua Ngāhere i te Taiao, they may refer the matter to the chairperson of Te Rūnanga o Te Rarawa and a local representative of the Department of Conservation for resolution; and

(c) the chair of Te Rūnanga o Te Rarawa and the local representative of the Department of Conservation may, if the matter is not able to be resolved and the circumstances warrant it, agree to refer the matter to the Director-General for assistance.

(3) Subsection (2) does not affect the ability of Te Rūnanga o Te Rarawa to raise a matter with the Minister directly.

### 157 Principles for operating under Warawara Whenua Ngāhere i te Taiao

(1) In working together under the Warawara Whenua Ngāhere i te Taiao, the mana whenua hapū, Te Rūnanga o Te Rarawa, and the Director-General must—

(a) respect the particular and special relationship between the mana whenua hapū, Te Rarawa, and Warawara; and

(b) protect the conservation values of Warawara; and

(c) work together in good faith and a spirit of co-operation; and

(d) recognise and acknowledge that the parties will benefit from working together and sharing their respective vision, knowledge, and expertise; and

(e) recognise that the relationship between the parties is one that will evolve; and

(f) use their best endeavours to ensure that the purpose of the Warawara Whenua Ngāhere i te Taiao is achieved in an enduring manner; and

(g) maintain open, honest, and transparent communication; and

(h) seek to ensure the early engagement of the parties and full and timely disclosure of relevant information; and

(i) recognise the kaitiaki responsibilities of the mana whenua hapū and Te Rūnanga o Te Rarawa in relation to Warawara; and

(j) recognise the statutory functions, powers, and duties of the Director-General under the conservation legislation; and

(k) work in good faith on the presumption that consensus is achievable on decisions relating to the management of Warawara; and

(l) commit to meeting statutory time frames and minimising delays and costs.

(2) To avoid doubt, each party is to bear its own costs arising from, or relating to, the preparation of, and participation under, the Warawara Whenua Ngāhere i te Taiao.

### 158 Relationship with korowai

(1) The Warawara Whenua Ngāhere i te Taiao must be implemented and adhered to by the parties in a manner that is consistent with, and reflects, the korowai.

(2) However, the korowai is in addition to, and does not limit, the provisions of the Warawara Whenua Ngāhere i te Taiao.

*Other matters relevant to Warawara Whenua Ngāhere i te Taiao*

### 159 Exercise of powers in certain circumstances

(1) This section applies if—

(a) the exercise of a statutory function is affected by the Warawara Whenua Ngāhere i te Taiao; and

(b) either—

(i) a statutory time frame for the exercise of the statutory function is not able to be complied with under the Warawara Whenua Ngāhere i te Taiao; or

(ii) an emergency situation arises.

(2) The Minister or the Director-General, as appropriate, may exercise that function on his or her own account and not in accordance with the Warawara Whenua Ngāhere i te Taiao.

(3) Despite subsection (2), the Minister or the Director-General, as appropriate, must use his or her best endeavours to exercise the function in accordance with the Warawara Whenua Ngāhere i te Taiao.

### 160 Review and amendment

(1) The mana whenua hapū, Te Rūnanga o Te Rarawa, and the Director-General may at any time agree in writing to undertake a review of the Warawara Whenua Ngāhere i te Taiao.

(2) If, as a result of a review, the parties agree in writing that the Warawara Whenua Ngāhere i te Taiao should be amended, they may amend the Warawara Whenua Ngāhere i te Taiao in writing but without further formality.

### 161 Suspension

(1) The mana whenua hapū, Te Rūnanga o Te Rarawa, and the Director-General may at any time agree in writing to suspend, in whole or in part, the operation of the Warawara Whenua Ngāhere i te Taiao.

(2) In reaching an agreement under subsection (1), the parties must specify the scope and duration of the suspension.

(3) However, there is no right to terminate the Warawara Whenua Ngāhere i te Taiao.

### 162 Waiver of rights

(1) The mana whenua hapū or Te Rūnanga o Te Rarawa may at any time give written notice to the Director-General that—

(a) they waive any rights provided under the Warawara Whenua Ngāhere i te Taiao; or

(b) they revoke the waiver.

(2) The notice given under subsection (1)(a) must specify the scope and duration of the waiver.

## Part 3
## Commercial redress and other matters

### 163 Interpretation

In subparts 1 to 3,—

**Aupouri Forest** means the land described in computer interest register NA100A/1

**commercial redress property** means a property described in table 1 of part 3 of the property redress schedule

**Crown forest land** has the meaning given in section 2(1) of the Crown Forest Assets Act 1989

**Crown forestry licence**—

(a) has the meaning given in section 2(1) of the Crown Forest Assets Act 1989; and

(b) in relation to the Peninsula Block and the cultural forest land properties, means the licence held in computer interest register NA100A/1

**Crown forestry rental trust** means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989

**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust

**cultural forest land properties**—

(a) means Beach sites A, B, and C and Hukatere site B defined as cultural redress properties in section 22; and

(b) means Hukatere Pā, as defined in section 22 of the Te Aupouri Claims Settlement Act 2015; and

(c) means Hukatere site A, as defined in section 22 of the NgāiTakoto Claims Settlement Act 2015; but

(d) excludes, to the extent provided for by the Crown forestry licence,—

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been—

(A) acquired by any purchaser of the trees on the land; or

(B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

**deferred selection property** means a property described in table 1 of part 4 of the property redress schedule for which the requirements for transfer under the deed of settlement have been satisfied

**joint licensor governance entities** means, in relation to the Peninsula Block,—

(a) the trustees; and

(b) the trustees of the Te Manawa O Ngāti Kuri Trust; and

(c) the trustees of the Te Rūnanga Nui o Te Aupouri Trust; and

(d) the trustees of Te Rūnanga o NgāiTakoto

**land holding agency** means the land holding agency specified,—

(a) for a commercial redress property, in part 3 of the property redress schedule; or

(b) for a deferred selection property, in part 4 of the property redress schedule

**licensee** means the registered holder of the Crown forestry licence

**licensor** means the licensor of the Crown forestry licence

**Peninsula Block**—

(a) means the licensed land (being part of the Aupouri Forest) described by that name in table 1A of part 3 of the property redress schedule; but

(b) excludes, to the extent provided for by the Crown forestry licence for the land,—

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been—

(A) acquired by any purchaser of the trees on the land; or

(B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

**Peninsula Block settlement trust** means—

(a) for Ngāti Kuri, the Te Manawa O Ngāti Kuri Trust:

(b) for Te Aupouri, the Te Rūnanga Nui o Te Aupouri Trust:

(c) for NgāiTakoto, Te Rūnanga o NgāiTakoto:

(d) for Te Rarawa, Te Rūnanga o Te Rarawa

**protected site** means any area of land situated in the Peninsula Block or the Takahue Block that—

(a) is wāhi tapu or a wāhi tapu area within the meaning of section 6 of the Heritage New Zealand Pouhere Taonga Act 2014; and

(b) is, at any time, entered on the New Zealand Heritage List/Rārangi Kōrero as defined in section 6 of that Act

**relevant trustees** means,—

(a) for the Peninsula Block and each cultural forest land property, the trustees of each of the Peninsula Block settlement trusts:

(b) for the Takahue Block, the trustees

**right of access** means the right conferred by section 179

**Takahue Block**—

(a) means the licensed land (being part of the Aupouri Forest) described by that name in table 1A of part 3 of the property redress schedule; but

(b) excludes, to the extent provided for by the Crown forestry licence for the land,—

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been—

(A) acquired by any purchaser of the trees on the land; or

(B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land.

## Subpart 1—Transfer of commercial redress properties and deferred selection properties

### 164 The Crown may transfer properties

(1) To give effect to part 10 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to—

(a) transfer the fee simple estate in a commercial redress property or a deferred selection property to the trustees; and

(b) sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer.

(2) Subsection (3) applies if a deferred selection property is subject to a resumptive memorial recorded under an enactment listed under section 17(2).

(3) As soon as is reasonably practicable after the date on which a deferred selection property is transferred to the trustees, the chief executive of the land holding agency must give written notice of that date to the chief executive of LINZ for the purposes of section 18 (which relates to the cancellation of resumptive memorials).

### 165 Transfer of share of fee simple estate in property

In this subpart and subparts 2 and 3, a reference to the transfer of a commercial redress property or deferred selection property, or the transfer of the fee simple estate in such property, includes the transfer of an undivided share of the fee simple estate in the property.

### 166 Minister of Conservation may grant easements

(1) The Minister of Conservation may grant any easement over a conservation area or reserve that is required to fulfil the terms of the deed of settlement in relation to a commercial redress property or deferred selection property.

(2) Any easement granted under subsection (1)—

(a) is enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and

(b) is to be treated as having been granted in accordance with Part 3B of that Act; and

(c) is registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

### 167 Computer freehold registers for commercial redress properties and deferred selection properties that are not shared redress

(1) This section applies to each of the following properties that are to be transferred to the trustees (but to no other person or entity) under section 164:

(a) a commercial redress property (other than Takahue Block):

(b) a deferred selection property.

(2) However, this section applies only to the extent that—

(a) the property is not all of the land contained in a computer freehold register; or

(b) there is no computer freehold register for all or part of the property.

(3) The Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and

(b) record on the relevant computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but

(c) omit any statement of purpose from the computer freehold registers.

(4) However, in the case of Te Karae Station, the Registrar-General must, in accordance with a written application by an authorised person,—

(a) create 2 computer freehold registers in the name of the Crown for the fee simple estate in the property; and

(b) record on the relevant computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but

(c) omit any statement of purpose from the computer freehold registers.

(5) Subsections (3) and (4) are subject to the completion of any survey necessary to create a computer freehold register.

(6) In this section and sections 168 to 170, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

(7) In subsection (4), **Te Karae Station** means the commercial redress property described as Te Karae Station in table 1B of the property redress schedule.

### 168 Computer freehold registers for shared commercial redress properties and deferred selection properties

(1) This section applies to each of the following properties that are to be transferred to tenants in common under section 164:

(a) a commercial redress property (other than the Peninsula Block):

(b) a deferred selection property.

(2) The Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register in the name of the Crown for each undivided share of the fee simple estate in the property; and

(b) record on each computer freehold register any interests that are registered, notified, or notifiable and that are described for that register in the application; and

(c) omit any statement of purpose from each computer freehold register.

(3) Subsection (2) is subject to the completion of any survey necessary to create a computer freehold register.

### 169 Computer freehold register for each of Peninsula Block and Takahue Block

(1) This section applies to each of the following properties:

(a) the Peninsula Block:

(b) the Takahue Block.

(2) The Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register in the name of the Crown for the fee simple estate in the property; and

(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but

(c) omit any statement of purpose from the computer freehold register.

(3) Subsection (2) is subject to the completion of any survey necessary to create a computer freehold register.

### 170 Authorised person may grant covenant for later creation of computer freehold register

(1) For the purposes of sections 167 to 169, the authorised person may grant a covenant for the later creation of a computer freehold register for any commercial redress property or deferred selection property.

(2) Despite the Land Transfer Act 1952,—

(a) the authorised person may request the Registrar-General to register the covenant under that Act by creating a computer interest register; and

(b) the Registrar-General must comply with the request.

### 171 Application of other enactments

(1) This section applies to the transfer to the trustees of the fee simple estate in a commercial redress property or deferred selection property.

(2) The transfer is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.

(3) The transfer does not—

(a) limit section 10 or 11 of the Crown Minerals Act 1991; or

(b) affect other rights to subsurface minerals.

(4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to the transfer.

(5) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer or to any matter incidental to, or required for the purpose of, the transfer.

(6) In exercising the powers conferred by section 164, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer.

(7) Subsection (6) is subject to subsections (2) and (3).

### 172 Transfer of Kaitaia College and Haumanga Road properties

(1) Subsection (2) applies to the deferred selection property described as Kaitaia College in table 1 of part 4 of the property redress schedule.

(2) Immediately before the transfer to the trustees, the reservation of any part of the property as a government purpose reserve for education purposes subject to the Reserves Act 1977 is revoked.

(3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation of the reserve status under subsection (2).

(4) Subsection (5) applies to the commercial redress property described as Haumanga Road, Broadwood, in table 1B of part 3 of the property redress schedule.

(5) The reservation of Haumanga Road, Broadwood, as an endowment for primary education purposes is revoked.

### 173 Transfer of properties subject to lease

(1) This section applies to a commercial redress property or a deferred selection property—

(a) for which the land holding agency is the Ministry of Education; and

(b) the ownership of which is to be transferred to the trustees; and

(c) that, after the transfer, is to be subject to a lease back to the Crown.

(2) Section 24 of the Conservation Act 1987 does not apply to the transfer of the property.

(3) The transfer instrument for the transfer of the property must include a statement that the land is to become subject to section 174 on the registration of the transfer.

(4) The Registrar-General must, on the registration of the transfer of the property, record on any computer freehold register for the property that—

(a) the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

(b) the land is subject to section 174.

(5) A notification made under subsection (4) that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.

### 174 Requirements if lease terminates or expires

(1) This section applies if the lease referred to in section 173(1)(c) (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property that is transferred subject to the lease.

(2) The transfer of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 in relation to all or that part of the property.

(3) The registered proprietors of the property must apply in writing to the Registrar-General,—

(a) if no part of the property remains subject to such a lease, to remove from the computer freehold register for the property the notifications that—

(i) section 24 of the Conservation Act 1987 does not apply to the property; and

(ii) the property is subject to this section; or

(b) if only part of the property remains subject to such a lease (the **leased part**), to amend the notifications on the computer freehold register for the property to record that, in relation to the leased part only,—

(i) section 24 of the Conservation Act 1987 does not apply to that part; and

(ii) that part is subject to this section.

(4) The Registrar-General must comply with an application received in accordance with subsection (3) free of charge to the applicant.

## Subpart 2—Licensed land

### 175 Peninsula Block and Takahue Block cease to be Crown forest land

(1) The Peninsula Block and the Takahue Block cease to be Crown forest land on the registration of the transfers of the fee simple estate in the land to the relevant trustees.

(2) However, the Crown, courts, and tribunals must not do or omit to do anything if that act or omission would, between the settlement date and the date of registration, be permitted by the Crown Forest Assets Act 1989 but be inconsistent with this subpart, part 10 of the deed of settlement, or part 6 of the property redress schedule.

### 176 Relevant trustees are confirmed beneficiaries and licensors

(1) The relevant trustees are the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed in relation to the Peninsula Block and the Takahue Block.

(2) The effect of subsection (1) is that—

(a) the relevant trustees are entitled to receive the rental proceeds for the Peninsula Block payable, since the commencement of the licence, to the trustees of the Crown forestry rental trust under the Crown forestry licence; and

(b) all the provisions of the Crown forestry rental trust deed apply on the basis that the relevant trustees are the confirmed beneficiaries in relation to the Peninsula Block and the Takahue Block.

(3) Despite subsection (2)(a), the trustees are entitled to receive 20% of the rental proceeds for the Aupouri Forest since the commencement of the licence.

(4) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of—

(a) the Peninsula Block and the cultural forest land properties; and

(b) the Takahue Block.

(5) Notice given under subsection (4) has effect as if—

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of—

(i) the Peninsula Block and the cultural forest land properties; and

(ii) the Takahue Block; and

(b) the recommendation had become final on the settlement date.

(6) The relevant trustees are the licensors under the Crown forestry licence as if the Peninsula Block and the cultural forest land properties, and the Takahue Block had been returned to Māori ownership—

(a) on the settlement date; and

(b) under section 36 of the Crown Forest Assets Act 1989.

(7) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the Peninsula Block or the cultural forest land properties or the Takahue Block.

### 177 Effect of transfer of Peninsula Block and Takahue Block

Section 176 applies whether or not—

(a) the transfer of the fee simple estate in the Peninsula Block or the transfer of the Takahue Block have been registered; or

(b) the processes described in clause 17.4 of the Crown forestry licence have been completed, providing—

(i) a single licence for the Peninsula Block and the cultural forest land properties; and

(ii) a single licence for the Takahue Block.

### 178 Licence splitting process must be completed

(1) To the extent that the Crown has not completed the processes referred to in section 177(b) before the settlement date, it must continue those processes—

(a) on and after the settlement date; and

(b) until they are completed.

(2) Subsection (3) provides for the licence fee payable for the Peninsula Block and the cultural forest land properties, and for the Takahue Block, under the Crown forestry licence—

(a) for the period starting on the settlement date and ending on the completion of the processes referred to in subsection (1) and section 177; and

(b) that is not part of the rental proceeds referred to in section 176(2)(a).

(3) The licence fee payable is the amount calculated in the manner described in paragraphs 6.27 to 6.29 of the property redress schedule.

(4) However, the calculation of the licence fee under subsection (3) is overridden by any agreement,—

(a) in relation to the Peninsula Block and the cultural forest properties, between the joint licensor governance entities as licensor, the licensee, and the Crown; and

(b) in relation to the Takahue Block, between the trustees as licensor, the licensee, and the Crown.

(5) On and from the settlement date, references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the Peninsula Block and the cultural forest land properties and the Takahue Block, be read as references to the relevant trustees.

## Subpart 3—Access to protected sites

*Right of access*

### 179 Right of access to protected sites

(1) The owner of land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow Māori for whom the protected site is of special spiritual, cultural, or historical significance to have access across the land to each protected site.

(2) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner.

(3) The right of access is subject to the following conditions:

(a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right; and

(b) the right of access may be exercised only at reasonable times and during daylight hours; and

(c) a person exercising the right of access must observe any conditions imposed by the owner relating to the time, location, or manner of access as are reasonably required for—

(i) the safety of people; or

(ii) the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or

(iii) operational reasons.

### 180 Right of access over Peninsula Block and Takahue Block

(1) A right of access over the Peninsula Block or the Takahue Block is subject to the terms of any Crown forestry licence.

(2) However, subsection (1) does not apply if the licensee has agreed to the right of access being exercised.

(3) An amendment to a Crown forestry licence is of no effect to the extent that it would—

(a) delay the date from which a person may exercise a right of access; or

(b) adversely affect a right of access in any other way.

### 181 Right of access to be recorded on computer freehold register

(1) This section applies to the transfer to the trustees of—

(a) the Peninsula Block:

(b) the Takahue Block.

(2) The transfer instrument for the transfer must include a statement that the land is subject to a right of access to any protected sites on the land.

(3) The Registrar-General must, on the registration of the transfer of the land, record on any computer freehold register for the land, that the land is subject to a right of access to protected sites on the land.

## Subpart 4—Right of first refusal over RFR land

*Interpretation*

### 182 Interpretation

In this subpart and Schedule 6,—

**balance RFR land** means land (other than any land vested in, or held in fee simple by, Housing New Zealand Corporation) that—

(a) is exclusive RFR land or shared RFR land; and

(b) has been offered for disposal to the trustees of an offer trust—

(i) as exclusive RFR land or shared RFR land; and

(ii) in accordance with section 185; and

(c) has not been withdrawn under section 187; and

(d) has not been accepted in accordance with section 188

**control**, for the purposes of paragraph (d) of the definition of Crown body, means,—

(a) for a company, control of the composition of its board of directors; and

(b) for another body, control of the composition of the group that would be its board of directors if the body were a company

**Crown body** means—

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

(b) a State enterprise (as defined by section 2 of the State-Owned Enterprises Act 1986); and

(c) the New Zealand Railways Corporation; and

(d) a company or body that is wholly owned or controlled by 1 or more of the following:

(i) the Crown:

(ii) a Crown entity:

(iii) a State enterprise:

(iv) the New Zealand Railways Corporation; and

(e) a subsidiary or related company of a company or body referred to in paragraph (d)

**dispose of**, in relation to RFR land,—

(a) means—

(i) to transfer or vest the fee simple estate in the land; or

(ii) to grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), 50 years or longer; but

(b) to avoid doubt, does not include—

(i) to mortgage, or give a security interest in, the land; or

(ii) to grant an easement over the land; or

(iii) to consent to an assignment of a lease, or to a sublease, of the land; or

(iv) to remove an improvement, fixture, or fitting from the land

**exclusive RFR land** means land described as exclusive RFR land in part 3 of the attachments to a Te Hiku o Te Ika iwi deed of settlement if, on the RFR date for that land, the land is vested in the Crown or held in fee simple by the Crown or Housing New Zealand Corporation

**expiry date**, in relation to an offer, means its expiry date under sections 185(1)(a) and 186

**notice** means a notice given under this subpart

**offer** means an offer by an RFR landowner, made in accordance with section 185, to dispose of RFR land to the trustees of any offer trust

**offer trust** means the trust specified for each of the following types of RFR land (or land obtained in exchange for the disposal of that land):

(a) for exclusive RFR land, the RFR settlement trust of a Te Hiku o Te Ika iwi that has a right to exclusive RFR land under its deed of settlement:

(b) for shared RFR land, Te Rūnanga o Te Rarawa and the RFR settlement trust for each other relevant iwi that has settled its historical claims under an enactment:

(c) for balance RFR land, the RFR settlement trust for each remaining iwi

**other relevant iwi** means the iwi named in the column headed "Other Relevant Iwi" for each entry of shared land in the table in part 3 of the attachments

**public work** has the meaning given in section 2 of the Public Works Act 1981

**recipient trust** means the trust specified for each of the following types of RFR land (or land obtained in exchange for the disposal of that land):

(a) for exclusive RFR land, the RFR settlement trust of a Te Hiku o Te Ika iwi that has a right to exclusive RFR land under its deed of settlement:

(b) for shared RFR land and balance RFR land, the offer trust whose trustees accept an offer to dispose of the land under section 188

**related company** has the meaning given in section 2(3) of the Companies Act 1993

**remaining iwi** means a Te Hiku o Te Ika iwi that has settled its historical claims under an enactment but has not received an offer for that RFR land

**RFR date** means the date on which the RFR period commences, as the case may be,—

(a) for the exclusive RFR land:

(b) for the shared RFR land

**RFR land** has the meaning given in section 183

**RFR landowner**, in relation to RFR land,—

(a) means—

(i) the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and

(ii) a Crown body, if the body holds the fee simple estate in the land; and

(b) includes a local authority to which RFR land has been disposed of under section 191(1); but

(c) to avoid doubt, does not include an administering body in which RFR land is vested—

(i) on the RFR date for that land; or

(ii) after the RFR date for that land, under section 192(1)

**RFR period** means,—

(a) for exclusive RFR land, a period of 172 years from the settlement date of an iwi granted a right to exclusive RFR land; and

(b) for balance RFR land, a period of 172 years from the settlement date; and

(c) for shared RFR land,—

(i) a period of 172 years from the Te Rarawa settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the Te Rarawa settlement date; or

(ii) if the settlement date for each of the other relevant iwi has not occurred on or before the Te Rarawa settlement date, a period of 172 years from the earlier of—

(A) the date that is 24 months after the Te Rarawa settlement date; and

(B) the settlement date for the last of the other relevant iwi to settle their historical claims under an enactment

**RFR settlement trust** means,—

(a) for Ngāti Kuri, the Te Manawa O Ngāti Kuri Trust; and

(b) for Te Aupouri, the Te Rūnanga Nui o Te Aupouri Trust; and

(c) for NgāiTakoto, Te Rūnanga o NgāiTakoto; and

(d) for Te Rarawa, Te Rūnanga o Te Rarawa; and

(e) for Ngāti Kahu, the Ngāti Kahu governance entity established to receive redress from the Crown in settlement of the Ngāti Kahu historical claims

**shared RFR land** means land listed as shared RFR land in part 3 of the attachments if the land is vested in the Crown or held in fee simple by the Crown or Housing New Zealand Corporation on—

(a) the Te Rarawa settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the Te Rarawa settlement date; or

(b) if the settlement date for each of the other relevant iwi has not occurred on or before the Te Rarawa settlement date, the earlier of—

(i) the date that is 24 months after the Te Rarawa settlement date; and

(ii) the settlement date for the last of the other relevant iwi to settle their historical claims under an enactment

**subsidiary** has the meaning given in section 5 of the Companies Act 1993

**Te Rarawa settlement date** means the settlement date under this Act.

### 183 Meaning of RFR land

(1) In this subpart, **RFR land** means—

(a) exclusive RFR land; and

(b) shared RFR land; and

(c) balance RFR land; and

(d) land obtained in exchange for a disposal of RFR land under section 196(1)(c) or 197.

(2) However, land ceases to be RFR land if—

(a) the fee simple estate in the land transfers from the RFR landowner to—

(i) the trustees of a recipient trust or their nominee (for example, under a contract formed under section 189); or

(ii) any other person (including the Crown or a Crown body) under section 184(1)(d); or

(b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body—

(i) under any of sections 193 to 200 (which relate to permitted disposals of RFR land); or

(ii) under any matter referred to in section 201(1) (which specifies matters that may override the obligations of an RFR landowner under this subpart); or

(c) the fee simple estate in the land transfers or vests from the RFR landowners in accordance with a waiver or variation given under section 209; or

(d) the RFR period for the land ends.

*Restrictions on disposal of RFR land*

### 184 Restrictions on disposal of RFR land

(1) An RFR landowner must not dispose of RFR land to a person other than the trustees of a recipient trust or their nominee unless the land is disposed of—

(a) under any of sections 190 to 200; or

(b) under any matter referred to in section 201(1); or

(c) in accordance with a waiver or variation given under section 209; or

(d) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees of an offer trust, if the offer to those trustees—

(i) related to exclusive RFR land or shared RFR land; and

(ii) was made in accordance with section 185; and

(iii) was made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and

(iv) was not withdrawn under section 187; and

(v) was not accepted under section 188.

(2) Subsection (1)(d) does not apply to exclusive RFR land or shared RFR land that is balance RFR land, unless and until—

(a) an offer to dispose of the balance RFR land has been made in accordance with section 185; and

(b) that offer is not accepted by the trustees of an offer trust under section 188(3).

*Trustees' right of first refusal*

### 185 Requirements for offer

(1) An offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust must be made by notice to the trustees of the 1 or more offer trusts, incorporating—

(a) the terms of the offer, including its expiry date; and

(b) the legal description of the land, including any interests affecting it and the reference for any computer register that contains the land; and

(c) a street address for the land (if applicable); and

(d) a street address, postal address, and fax number or electronic address for the trustees to give notices to the RFR landowner in relation to the offer; and

(e) a statement that identifies the land as exclusive RFR land, shared RFR land, or balance RFR land, as the case may be.

(2) To avoid doubt, an offer made under this section by an RFR landowner to dispose of balance RFR land must be on terms that are the same (as far as practicable) as the terms of the offer made to the trustees of an offer trust to dispose of that land as exclusive RFR land or shared RFR land (as the case may have been).

### 186 Expiry date of offer

(1) The expiry date of an offer must be on or after the date that is 20 working days after the date on which the trustees of the 1 or more offer trusts receive notice of the offer.

(2) However, the expiry date of an offer may be on or after the date that is 10 working days after the date on which the trustees of the 1 or more offer trusts receive notice of the offer if—

(a) the trustees have received an earlier offer to dispose of the land; and

(b) the expiry date of the earlier offer was not earlier than 6 months before the expiry date of the later offer; and

(c) the earlier offer was not withdrawn.

(3) For an offer of shared RFR land, if the RFR landowner has received notices of acceptance from the trustees of 2 or more offer trusts at the expiry date specified in the notice given under section 185(1), the expiry date is extended for the trustees of those 2 or more offer trusts to the date that is 10 working days after the date on which the trustees receive the RFR landowner's notice given under section 188(4).

### 187 Withdrawal of offer

The RFR landowner may, by notice to the trustees of the 1 or more offer trusts, withdraw an offer at any time before it is accepted.

### 188 Acceptance of offer

(1) The trustees of an offer trust may, by notice to the RFR landowner who made an offer, accept the offer if—

(a) it has not been withdrawn; and

(b) its expiry date has not passed.

(2) The trustees of an offer trust must accept all the RFR land offered, unless the offer permits them to accept less.

(3) In the case of an offer of shared RFR land or balance RFR land, the offer is accepted if, at the end of the expiry date, the RFR landowner has received notice of acceptance from the trustees of only 1 offer trust.

(4) In the case of an offer of shared RFR land, if the RFR landowner has received, at the expiry date specified in the notice of offer given under section 185, notices of acceptance from the trustees of 2 or more offer trusts, the RFR landown-

er has 10 working days in which to give notice to the trustees of those 2 or more offer trusts—

(a) specifying the offer trusts from whose trustees acceptance notices have been received; and

(b) stating that the offer may be accepted by the trustees of only 1 of those offer trusts before the end of the tenth working day after the day on which the RFR landowner's notice is received under this subsection.

### 189 Formation of contract

(1) If the trustees of an offer trust accept an offer by an RFR landowner under section 188 to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and those trustees on the terms in the offer, including the terms set out in this section.

(2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees of the recipient trust.

(3) Under the contract, the trustees of the recipient trust may nominate any person other than those trustees (the **nominee**) to receive the transfer of the RFR land.

(4) The trustees of the recipient trust may nominate a nominee only if—

(a) the nominee is lawfully able to hold the RFR land; and

(b) the trustees give notice to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle.

(5) The notice must specify—

(a) the full name of the nominee; and

(b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.

(6) If the trustees of the recipient trust nominate a nominee, those trustees remain liable for the obligations of the transferee under the contract.

*Disposals to others but land remains RFR land*

### 190 Disposal to the Crown or Crown bodies

(1) An RFR landowner may dispose of RFR land to—

(a) the Crown; or

(b) a Crown body.

(2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

### 191 Disposal of existing public works to local authorities

(1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority, as defined in section 2 of that Act.

(2) To avoid doubt, if RFR land is disposed of to a local authority under subsection (1), the local authority becomes—

(a) the RFR landowner of the land; and

(b) subject to the obligations of an RFR landowner under this subpart.

### 192 Disposal of reserves to administering bodies

(1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.

(2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under subsection (1), the administering body does not become—

(a) the RFR landowner of the land; or

(b) subject to the obligations of an RFR landowner under this subpart.

(3) However, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—

(a) the RFR landowner of the land; and

(b) subject to the obligations of an RFR landowner under this subpart.

*Disposals to others where land may cease to be RFR land*

### 193 Disposal in accordance with enactment or rule of law

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

### 194 Disposal in accordance with legal or equitable obligations

An RFR landowner may dispose of RFR land in accordance with—

(a) a legal or an equitable obligation that—

(i) was unconditional before the RFR date for that land; or

(ii) was conditional before the RFR date for that land but became unconditional on or after that date; or

(iii) arose after the exercise (whether before, on, or after the RFR date) of an option existing before the RFR date; or

(b) the requirements, existing before the RFR date, of a gift, an endowment, or a trust relating to the land.

### 195 Disposal under certain legislation

An RFR landowner may dispose of RFR land in accordance with—

(a) section 54(1)(d) of the Land Act 1948; or

(b) section 34, 43, or 44 of the Marine and Coastal Area (Takutai Moana) Act 2011; or

(c) section 355(3) of the Resource Management Act 1991.

### 196 Disposal of land held for public works

(1) An RFR landowner may dispose of RFR land in accordance with—

(a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or

(b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or

(c) section 117(3)(a) of the Public Works Act 1981; or

(d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or

(e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.

(2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993 after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

### 197 Disposal for reserve or conservation purposes

An RFR landowner may dispose of RFR land in accordance with—

(a) section 15 of the Reserves Act 1977; or

(b) section 16A or 24E of the Conservation Act 1987.

### 198 Disposal for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

### 199 Disposal to tenants

The Crown may dispose of RFR land—

(a) that was held on the RFR date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or

(b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—

(i) before the RFR date; or

(ii) on or after the RFR date for that land under a right of renewal of a lease granted before that RFR date; or

(c) under section 93(4) of the Land Act 1948.

### 200 Disposal by Housing New Zealand Corporation

(1) Housing New Zealand Corporation or any of its subsidiaries may dispose of RFR land to any person if the Corporation has given notice to the trustees of the 1 or more offer trusts that, in the Corporation's opinion, the disposal is to

give effect to, or to assist in giving effect to, the Crown's social objectives in relation to housing or services related to housing.

(2) To avoid doubt, in subsection (1), **RFR land** means either exclusive RFR land or shared RFR land.

*RFR landowner obligations*

### 201 RFR landowner's obligations subject to other matters

(1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—

(a) any other enactment or rule of law except that, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and

(b) any interest or legal or equitable obligation—

(i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees of an offer trust; and

(ii) that the RFR landowner cannot satisfy by taking reasonable steps; and

(c) the terms of a mortgage over, or security interest in, RFR land.

(2) Reasonable steps, for the purposes of subsection (1)(b)(ii), do not include steps to promote the passing of an enactment.

*Notices about RFR land*

### 202 Notice to LINZ of RFR land with computer register after RFR date

(1) If a computer register is first created for RFR land after the RFR date for the relevant land, the RFR landowner must give the chief executive of LINZ notice that the register has been created.

(2) If land for which there is a computer register becomes RFR land after the RFR date for the land, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.

(3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.

(4) The notice must include the legal description of the land and the reference for the computer register that contains the land.

### 203 Notice to trustees of offer trusts of disposal of RFR land to others

(1) An RFR landowner must give the trustees of the 1 or more offer trusts notice of the disposal of RFR land by the landowner to a person other than the trustees of an offer trust or their nominee.

(2) The notice must be given on or before the date that is 20 working days before the day of the disposal.

(3) The notice must include—

(a) the legal description of the land and any interests affecting it; and

(b) the reference for any computer register for the land; and

(c) the street address for the land (if applicable); and

(d) the name of the person to whom the land is being disposed of; and

(e) an explanation of how the disposal complies with section 184; and

(f) if the disposal is to be made under section 184(1)(d), a copy of any written contract for the disposal.

### 204 Notice to LINZ of land ceasing to be RFR land

(1) This section applies if land contained in a computer register is to cease being RFR land because—

(a) the fee simple estate in the land is to transfer from the RFR landowner to—

(i) the trustees of a recipient trust or their nominee (for example, under a contract formed under section 189); or

(ii) any other person (including the Crown or a Crown body) under section 184(1)(d); or

(b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body—

(i) under any of sections 193 to 200; or

(ii) under any matter referred to in section 201(1); or

(c) the fee simple estate in the land is to transfer or vest from the RFR landowner in accordance with a waiver or variation given under section 209.

(2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.

(3) The notice must include—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) the details of the transfer or vesting of the land.

### 205 Notice requirements

Schedule 6 applies to notices given under this subpart by or to—

(a) an RFR landowner; or

(b) the trustees of an offer trust or a recipient trust.

*Right of first refusal recorded on computer registers*

### 206 Right of first refusal recorded on computer registers for RFR land

(1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers for,—

(a) the RFR land for which there is a computer register on the RFR date for the land; and

(b) the RFR land for which a computer register is first created after the RFR date for the land; and

(c) land for which there is a computer register that becomes RFR land after the settlement date.

(2) The chief executive must issue a certificate as soon as is reasonably practicable after—

(a) the RFR date for the land, for RFR land for which there is a computer register on that RFR date; or

(b) receiving a notice under section 202 that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.

(3) Each certificate must state that it is issued under this section.

(4) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.

(5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register for the RFR land identified in the certificate that the land is—

(a) RFR land, as defined in section 183; and

(b) subject to this subpart (which restricts disposal, including leasing, of the land).

### 207 Removal of notifications when land to be transferred or vested

(1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under section 204, issue to the Registrar-General a certificate that includes—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) the details of the transfer or vesting of the land; and

(d) a statement that the certificate is issued under this section.

(2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.

(3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notifications recorded under section 206 for the land described in the certificate.

### 208 Removal of notifications when RFR period ends

(1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes—

(a) the reference for each computer register for RFR land that still has a notification recorded under section 206; and

(b) a statement that the certificate is issued under this section.

(2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.

(3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove any notification recorded under section 206 from any computer register identified in the certificate.

*General provisions applying to right of first refusal*

### 209 Waiver and variation

(1) The trustees of the 1 or more offer trusts may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.

(2) The trustees of the 1 or more offer trusts and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.

(3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

### 210 Disposal of Crown bodies not affected

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

### 211 Assignment of rights and obligations under this subpart

(1) Subsection (3) applies if an RFR holder—

(a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional documents; and

(b) has given the notices required by subsection (2).

(2) An RFR holder must give notices to each RFR landowner—

(a) stating that the RFR holder's rights and obligations under this subpart are being assigned under this section; and

(b) specifying the date of the assignment; and

(c) specifying the names of the assignees and, if the assignees are the trustees of a trust, the name of the trust; and

(d) specifying the street address, postal address, and fax number or electronic address for notices to the assignees.

(3) This subpart and Schedule 6 apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees of the relevant offer trust, with any necessary modifications.

(4) In this section and Schedule 6,—

**constitutional documents** means the trust deed or other instrument adopted for the governance of the RFR holder

**RFR holder** means the 1 or more persons who have the rights and obligations of the trustees of an offer trust under this subpart because—

(a) they are the trustees of 1 or more offer trusts; or

(b) they have previously been assigned those rights and obligations under this section.

## Subpart 5—Governance arrangements

### 212 Interpretation

In this subpart, unless the context otherwise requires,—

**assets and liabilities**—

(a) means the assets and liabilities owned, controlled, or held, wholly or in part, immediately before the commencement of this Act, by Te Runanga, the charitable trust of Te Rarawa, and the relevant subsidiaries; and

(b) includes—

(i) all assets of any kind, whether in the form of real or personal property, money, shares, securities, rights, or interests; and

(ii) all liabilities, including debts, charges, duties, contracts, or other obligations (whether present, future, actual, contingent, payable, or to be observed or performed in New Zealand or elsewhere)

**date of transfer** means the day on which the assets and liabilities vest under section 214

**exempt income** has the meaning given in section YA 1 of the Income Tax Act 2007

**final report** means—

(a) a statement of the financial position of Te Runanga and other information required by section 215(1) and (2); and

(b) an audit report prepared by the Auditor-General on the statement and information referred to in paragraph (a)

**Inland Revenue Acts** has the meaning given in section 3(1) of the Tax Administration Act 1994

**relevant subsidiaries** means—

(a) Te Waka Pupuri Putea Limited, a registered charity with registration number CC39925:

(b) Te Rarawa To Tatou Kainga:

(c) Te Rarawa ICP Partners Limited:

(d) Te Waka Pupuri Putea Holdings Limited:

(e) Te Waka Pupuri Putea Management Limited:

(f) Te Rarawa Commercial Properties Limited:

(g) Te Rarawa Residential Properties Limited:

(h) Te Rarawa Waste Management Limited

**reorganisation** means the changes provided for the governance arrangements of Te Rarawa in this subpart

**taxable income** has the meaning given in section YA 1 of the Income Tax Act 2007

**Te Runanga o Te Rarawa** and **Te Runanga** mean the charitable trust of Te Rarawa, with the registered number CC37801

**transferred employee** means a person employed by Te Runanga immediately before the commencement of this Act who becomes an employee of the trustees on the commencement of this Act.

*Charitable trusts dissolved*

### 213 Charitable trust dissolved

(1) On the commencement of this Act,—

(a) Te Runanga o Te Rarawa (**Te Runanga**) is dissolved; and

(b) the term of office of the members of Te Runanga expires; and

(c) proceedings by or against Te Runanga may be continued, completed, and enforced by or against the trustees; and

(d) a reference to Te Runanga (express or implied) in any enactment (other than this Act), or in any instrument, register, agreement, deed (other than the deed of settlement), lease, application, notice, or other document in force immediately before the commencement of this Act, must, unless the context otherwise requires, be read as a reference to the trustees.

(2) A person holding office as a member of Te Runanga immediately before the commencement of this Act is not entitled to compensation as a result of the expiry under this section of his or her term of office.

*Vesting*

### 214 Vesting of assets and liabilities

(1) On the commencement of this Act,—

(a) the assets and liabilities of Te Runanga, including the relevant subsidiaries, vest in the trustees and become the assets and liabilities of the trustees; but

(b) the assets and liabilities of the relevant subsidiaries continue to be the assets and liabilities of those subsidiaries.

(2) To the extent that any assets and liabilities of Te Runanga are held subject to—

(a) any charitable trusts, those assets and liabilities are—

(i) freed of all charitable trusts; but

(ii) subject to the trusts expressed in Te Runanga o Te Rarawa trust deed:

(b) any other trusts, covenants, or conditions affecting an asset or liability, those assets and liabilities vest in, and become the assets and liabilities of, the trustees, subject to those trusts, covenants, or conditions.

(3) To the extent that the assets and liabilities of the relevant subsidiaries are held subject to any charitable trusts, those assets and liabilities are—

(a) freed of all charitable trusts; but

(b) subject to any other trusts, covenants, or conditions affecting those assets and liabilities.

(4) If, on the commencement of this Act, a relevant subsidiary is a tax charity for the purposes of the Inland Revenue Acts, that subsidiary ceases to be a tax charity on that date.

(5) To avoid doubt, nothing in this section has the effect, of itself, of causing a relevant subsidiary to be a different person for the purposes of the Inland Revenue Acts.

*Administrative matters*

### 215 Final annual report of Te Runanga

(1) As soon as is reasonably practicable after the commencement of this Act, the trustees must prepare a final annual report to show the financial results of the operations of Te Runanga for the period beginning on the day after the last day covered by the previous annual report and ending with the close of the day immediately before the commencement of this Act.

(2) At the first general meeting of the trustees, after the completion of the final report, the trustees must present the final annual report to the members of Te Rarawa who attend the meeting.

### 216 Matters not affected by transfer

Nothing given effect to or authorised by this subpart—

(a) places Te Runanga or the trustees, the Crown, or any other person or body in breach of a contract or confidence, or makes them guilty of a civil wrong; or

(b) gives rise to a right for any person to terminate or cancel any contract or arrangement, to accelerate the performance of an obligation, to impose a penalty, or to increase a charge; or

(c) places Te Runanga, the trustees, the Crown, or any other person or body in breach of an enactment, a rule of law, or a contract that prohibits, restricts, or regulates the assignment or transfer of an asset or a liability or the disclosure of information; or

(d) releases a surety wholly or in part from an obligation; or

(e) invalidates or discharges a contract.

### 217 Status of contracts and other instruments

(1) In subsection (2), **contracts and other instruments** means contracts, agreements, conveyances, deeds, leases, licences, other instruments, undertakings, approvals granted under sections 396 and 403 of the Children, Young Persons, and Their Families Act 1989, and notices entered into by, made with, given to or by, or addressed to Te Runanga (whether alone or with another person) before the commencement of this Act and having effect immediately before that date.

(2) Contracts and other instruments are binding on, and enforceable by, against, or in favour of, the trustee as if the contract or other instrument were entered into by, made with, given to or by or addressed to or by the trustees and not Te Runanga.

### 218 Status of existing securities

(1) A security held by Te Runanga as security for a debt or other liability to the board of Te Runanga incurred before the commencement of this Act—

(a) is available to the trustees as security for the discharge of that debt or liability; and

(b) if the security extends to future or prospective debts or liabilities, is available as security for the discharge of debts or liabilities to the trustees incurred on or after the commencement of this Act.

(2) The trustees are entitled to the same rights and priorities, and are subject to the same liabilities, in relation to the security as Te Runanga would be if this Act had not been passed.

### 219 Continuation of proceedings

(1) An action, an arbitration, a proceeding, or a cause of action that was pending or existing by, against, or in favour of Te Runanga before the commencement of this Act may be continued and enforced by, against, or in favour of the trustees.

(2) It is not necessary to amend a pleading, writ, or other document to continue the action, arbitration, proceeding, or cause of action.

### 220 Books and documents to remain evidence

(1) A document, matter, or thing that would have been admissible in evidence for or against Te Runanga is, on and after the commencement of this Act, admissible in evidence for or against the trustees.

(2) For the purpose of this section, **document** has the same meaning as in section 4(1) of the Evidence Act 2006.

### 221 Registers

(1) The Registrar-General or any other person charged with keeping books or registers is not required to change the name of Te Runanga to the names of the trustees in the books or registers or in a document solely because of the provisions of this subpart.

(2) If the trustees present an instrument referred to in subsection (3) to a registrar or other person, the presentation of that instrument is, in the absence of evidence to the contrary, sufficient proof that the property is vested in the trustees, as specified in the instrument.

(3) For the purposes of this section, the instrument need not be an instrument of transfer, but must—

(a) be executed or purport to be executed by the trustees; and

(b) relate to assets or liabilities held, managed, or controlled by Te Runanga or any entity wholly or partly owned or controlled by the board of Te Runanga immediately before the commencement of this Act; and

(c) be accompanied by a certificate given by the trustees or their solicitor that the property was vested in the trustees by or under this Act.

### 222 Liability of employees and agents

(1) A person who, at any time before the commencement of this Act, held office as a member of Te Runanga or who was an officer, an employee, an agent, or a representative of that board is not personally liable in respect of an act or thing done or omitted to be done by him or her before the commencement of this Act in the exercise or bona fide purported exercise of an authority conferred by or under any enactment.

(2) This section applies only—

(a) in the absence of actual fraud; and

(b) if the act or omission does not amount to an offence under any enactment or rule of law.

### 223 Transfer of employees

On and from the commencement of this Act, each employee of Te Runanga ceases to be an employee of the board and becomes an employee of the trustees.

### 224 Protection of terms and conditions of employment

(1) The employment of a transferred employee must be on terms and conditions no less favourable to the transferred employee than those applying to the employee immediately before the commencement of this Act.

(2) Subsection (1)—

(a) continues to apply to the terms and conditions of employment of a transferred employee until they are varied by agreement between the transferred employee and the trustees; and

(b) does not apply to a transferred employee who receives any subsequent appointment with the trustees.

### 225 Continuity of employment

For the purposes of an enactment, a rule of law, a determination, a contract, or an agreement relating to the employment of a transferred employee, the transfer of the employee from Te Runanga to the trustees does not, of itself, break the employment of that person, and the period of his or her employment by Te Runanga is to be regarded as having been a period of service with the trustees.

### 226 No compensation for technical redundancy

A transferred employee is not entitled to receive any payment or any other benefit solely on the ground that—

(a) the position held by the employee with Te Runanga has ceased to exist; or

(b) the employee has ceased, as a result of his or her transfer to the trustees, to be an employee of Te Runanga.

*Taxation provisions*

**227 Application**

Sections 228 to 231 apply, by virtue of the reorganisation of the governance of Te Rarawa under this subpart, for the purposes of the Inland Revenue Acts.

*Te Runanga*

**228 Taxation in respect of transfer of assets and liabilities of Te Runanga**

(1) This section applies provided that the assets and liabilities of Te Runanga become the assets and liabilities of the trustees.

(2) On and from the date on which the assets and liabilities vest in the trustees under section 214(1)(a),—

(a) the trustees are deemed to be the same person as Te Runanga; and

(b) everything done by Te Runanga before the assets and liabilities become those of the trustees is deemed to have been done by the trustees on the date that it was done by Te Runanga.

(3) Income derived or expenditure incurred by Te Runanga before the assets and liabilities become those of the trustees does not become income derived or expenditure incurred by the trustees just because the assets and liabilities become those of the trustees under section 214(1)(a).

(4) Subsection (5) applies if income of Te Runanga—

(a) is derived from a financial arrangement, trading stock, revenue account property, or depreciable property; and

(b) is exempt income of Te Runanga but is not exempt income of the trustees.

(5) The trustees must be treated as having acquired the financial arrangement, trading stock, revenue account property, or depreciable property on the day that it becomes the trustees' property for a consideration that is its market value on that day.

(6) The trustees must identify the undistributed charitable amounts, using the following formula:

$$x - y$$

where—

x is the total amounts derived by Te Runanga that, but for the application of sections CW 41 and CW 42 of the Income Tax Act 2007, would have

been taxable income derived by Te Runanga before the commencement of this Act

y is the amounts described in item x that have been distributed before the commencement of this Act.

(7) The undistributed charitable amounts described in subsection (6) are excluded from the corpus of the trustees for the purposes of the Income Tax Act 2007, to the extent to which they are otherwise included but for this subsection.

(8) If the trustees distribute an undistributed charitable amount to a person, that amount is treated as beneficiary income for the purposes of the Income Tax Act 2007, unless subsection (9) applies.

(9) If the trustees distribute an undistributed charitable amount for a charitable purpose, the distribution is exempt income of the recipient.

(10) In this section, **Te Runanga** means Te Runanga in its own capacity and in its capacity as a trustee of any trust.

### 229 Election by trustee to be Maori authority

(1) If the trustees make an election under section HF 11 of the Income Tax Act 2007 to become a Maori authority, to the extent that the amount referred to in section 228(6) is distributed in an income year, that distribution will be—

(a) exempt income if the distribution is applied for a charitable purpose; or

(b) a taxable Maori authority distribution.

(2) If this section applies, the amount must be disregarded for the purposes of section HF 8 of the Income Tax Act 2007.

*Relevant subsidiaries*

### 230 Taxation in respect of assets and liabilities of relevant subsidiaries

(1) This section applies provided—

(a) the assets and liabilities of the relevant subsidiaries remain the assets and liabilities of those subsidiaries; and

(b) income of a relevant subsidiary derived from a financial arrangement, trading stock, revenue account property, or depreciable property is exempt income of that subsidiary before the commencement of this Act and ceases to be exempt income as a result of the application of section 214(4).

(2) The subsidiary is to be treated as having acquired the financial arrangement, trading stock, revenue account, or depreciable property for a consideration that is its market value on the date of the commencement of this Act.

### 231 Election by relevant subsidiary to be Maori authority

(1) If a relevant subsidiary makes an election under section HF 11 of the Income Tax Act 2007 to become a Maori authority, income derived by the subsidiary before the commencement of this Act that was exempt income under sections CW 41 and CW 42 of that Act must be treated as a taxable Maori authority distribution if, after the commencement of this Act, it is distributed by the subsidiary in an income year.

(2) If this section applies, the distribution must be disregarded for the purposes of section HF 8 of the Income Tax Act 2007.

# Schedule 1
# Hapū

s 13

## Part 1
## Hapū of Te Rarawa

Ngāi Tūpoto
Ngāti Hauā
Ngāti Here
Ngāti Hine
Ngāti Manawa
Ngāti Moroki
Ngāti Moetonga
Ngāti Pakahi
Ngāti Tamatea
Ngāti Te Ao
Ngāti Te Maara
Ngāti Te Rēinga
Ngāti Torotoroa
Ngāti Wairoa
Parewhero
Patupinaki
Patutoka
Popoto
Tahawai
Tahukai
Taomaui
Te Hokokeha
Te Kaitutae
Te Patukirikiri
Te Rokeka
Te Uri o Hina
Te Uri o Tai
Te Waiariki
Whānau Pani

## Part 2
## Affiliate hapū

Te Aupouri

Ngāti Wairupe-Ngāti Kuri

## Part 3
## Associated hapū

Te Ihutai

Kohatutaka

# Schedule 2
# Te Rarawa cultural redress properties

ss 22, 30(2), (3), 55, 56(3), 57(1)

## Part 1
## Properties vested in fee simple

| Name of property | Description | Interests |
|---|---|---|
| Hukatere site B | *North Auckland Land District—Far North District*<br>2.0061 hectares, more or less, being Section 7 SO 469833. Part *Gazette* 1966, p 1435. | Subject to Crown Forestry Licence registered as C312828.1F and held in computer interest register NA100A/1.<br>Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.<br>Subject to the protective covenant certificate C626733.1. |
| Mangamuka Road property, Mangamuka | *North Auckland Land District—Far North District*<br>1.7192 hectares, more or less, being Lot 71A DP 7197 and Sections 3 and 4 SO 449320. Balance computer freehold register NA427/213. | |
| Mangamuka Road property, Tūtekēhua | *North Auckland Land District—Far North District*<br>1.0067 hectares, more or less, being Lot 70A DP 7197. All computer freehold register 59067. | Subject to right of way easements created by Transfers 5370533.3 and 5370533.4. |
| Mapere | *North Auckland Land District—Far North District*<br>14.1434 hectares, more or less, being Sections 1, 2, and 3 SO 471338. Part *Gazette* notice B495888.4. | |

| Name of property | Description | Interests |
|---|---|---|
| Motukaraka site A | *North Auckland Land District—Far North District*<br>0.4100 hectares, more or less, being Lot 1 DP 136481. All computer freehold register NA80B/950.<br>8.9637 hectares, more or less, being Lot 3 DP 136481. All computer freehold register NA80B/951.<br>6.8736 hectares, more or less, being Lot 4 DP 136481. All computer freehold register NA80B/952.<br>9.8617 hectares, more or less, being Section 40 Block X Mangamuka Survey District. All computer freehold register 568127. | Subject to a right of way easement specified in Easement Certificate B722793.3 and subject to section 309(1)(a) of the Local Government Act 1974. (Affects computer freehold register NA80B/950.)<br>Subject to section 8 of the Mining Act 1971. (Affects computer freehold registers NA80B/951 (as to part), NA80B/952, and 568127.)<br>Subject to section 5 of the Coal Mines Act 1979. (Affects computer freehold registers NA80B/951 (as to part), NA80B/952, and 568127.)<br>Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9205537.1 (affects computer freehold register 568127). |
| Part former Awanui (Kaitaia) Riverbed | *North Auckland Land District—Far North District*<br>0.6832 hectares, more or less, being Section 1 SO 459527. | |
| Pukepoto School property | *North Auckland Land District—Far North District*<br>4.6781 hectares, approximately, being Part Waipapa Block. Part Proclamation A5472. Subject to survey.<br>As shown on OTS-074-42. | Subject to the lease referred to in section 29(3). |
| Rotokakahi property | *North Auckland Land District—Far North District*<br>2.8230 hectares, more or less, being Section 2 SO 473025. Part *Gazette* 1982, p 337. | Subject to an unregistered lease to Pawarenga Community Trust (dated 1 February 2012). |
| Tauroa Point site B | *North Auckland Land District—Far North District*<br>79.0000 hectares, more or less, being Section 1 SO 471344. | Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007). |
| Tauroa Point site C | *North Auckland Land District—Far North District*<br>7.3290 hectares, more or less, being Section 3 SO 471344. Part Transfer 559864.4. | Subject to an unregistered research and collection permit NO-19715–FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007). |
| Te Oneroa a Tōhē–Clarke Road property | *North Auckland Land District—Far North District*<br>5.1580 hectares, more or less, being Section 1 SO 472395. | |

| Name of property | Description | Interests |
|---|---|---|
| 12 Waiotehue Road | *North Auckland Land District—Far North District*<br>2.0588 hectares, more or less, being Section 3A Block XV Takahue Survey District. All *Gazette* 1876, p 253. | Subject to an unregistered Periodic Tenancy under the Residential Tenancies Act 1986. |
| Whangape property | *North Auckland Land District—Far North District*<br>0.1385 hectares, more or less, being Lot 2 DP 154514. All computer freehold register NA93D/162.<br>0.7490 hectares, more or less, being Lot 3 DP 154514. All computer freehold register NA93D/163. | |
| Whangape Road property | *North Auckland Land District—Far North District*<br>0.0985 hectares, more or less, being Section 4 SO 377810. | Subject to the right of way easement in gross referred to in section 37(2). |

## *Properties vested in fee simple to be administered as reserves*

| Name of property | Description | Interests |
|---|---|---|
| Awanui River property | *North Auckland Land District—Far North District*<br>1.7155 hectares, more or less, being Sections 103 and 104 Block V Takahue Survey District. All *Gazette* notice C218192.1. | Subject to being a scenic reserve, as referred to in section 38(3). |
| Epakauri site A | *North Auckland Land District—Far North District*<br>397.4000 hectares, more or less, being Section 2 SO 471339. Part *Gazette* notice B157083.1. | Subject to being a local purpose (wind farm activities) reserve, as referred to in section 39(3). |
| Epakauri site B | *North Auckland Land District—Far North District*<br>245.5000 hectares, more or less, being Section 1 SO 471339. Part *Gazette* notice B157083.1. | Subject to being a scenic reserve, as referred to in section 40(3). |
| Kaitaia Domain | *North Auckland Land District—Far North District*<br>10.2900 hectares, more or less, being Section 2 SO 471334. Part *Gazette* 1917, p 2882.<br>2.1060 hectares, more or less, being Section 1 SO 471334. Part *Gazette* 1917, p 2882. | Subject to being a recreation reserve, as referred to in section 41(3) (affects Section 2 SO 471334).<br>Subject to being a local purpose (for marae site) reserve, as referred to in section 41(5) (affects Section 1 SO 471334). |

| Name of property | Description | Interests |
|---|---|---|
| Rokokakahi War Memorial property | *North Auckland Land District—Far North District*<br>0.7938 hectares, more or less, being Section 1 SO 473025. Part *Gazette* 1982, p 337. | Subject to being a recreation reserve, as referred to in section 42(3). |
| Tauroa Point site A | *North Auckland Land District—Far North District*<br>32.7200 hectares, more or less, being Section 2 SO 471344. | Subject to being a historic reserve, as referred to in section 43(3).<br>Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007). |
| Tauroa Point site D | *North Auckland Land District—Far North District*<br>17.4600 hectares, more or less, being Section 6 SO 471344. | Subject to being a recreation reserve, as referred to in section 44(3). |
| Te Tāpairu Hirahira o Kahakaharoa | *North Auckland Land District—Far North District*<br>424.2000 hectares, more or less, being Section 1 SO 491216. | Subject to being a historic reserve, as referred to in section 45(3). |
| Mai i Waikanae ki Waikoropūpūnoa | *North Auckland Land District—Far North District*<br>18.7500 hectares, more or less, being Section 2 SO 470146. Part *Gazette* notice C195138.1. | Subject to being a scenic reserve, as referred to in section 46(4).<br>Subject to the protective covenant certificate C626733.1.<br>Subject to Crown forestry licence registered as C312828.1F and held in computer interest register NA100A/1.<br>Together with a right of way easement created by D592406A.2.<br>Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1. |

| Name of property | Description | Interests |
|---|---|---|
| Mai i Hukatere ki Waimahuru | *North Auckland Land District—Far North District*<br>80.8425 hectares, more or less, being Sections 8, 9, and 10 SO 469833. Part *Gazette* notice B342446.1 and Part *Gazette* 1966, p 1435. | Subject to being a scenic reserve, as referred to in section 47(4).<br>Subject to the protective covenant certificate C626733.1.<br>Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1.<br>Together with a right of way easement created by D145215.1 (affects the part formerly Lot 1 DP 136868).<br>Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1 (affects the parts formerly Part Lot 1 DP 136869, Part Lot 1 DP 136868, and Part Lot 1 DP 137713). |
| Mai i Ngāpae ki Waimoho | *North Auckland Land District—Far North District*<br>44.2385 hectares, more or less, being Sections 1, 2, 3, and 4 SO 469833. Part *Gazette* 1966, p 1435. | Subject to being a scenic reserve, as referred to in section 48(4).<br>Subject to the protective covenant certificate C626733.1.<br>Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1.<br>Subject to a notice pursuant to section 91 of the Government Roading Powers Act 1989 created by Instrument D538881.1 (affects the part formerly Lot 1 DP 137714).<br>Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1. |
| Mai i Waimimiha ki Ngāpae | *North Auckland Land District—Far North District*<br>72.1300 hectares, more or less, being Section 1 SO 469396. | Subject to being a scenic reserve, as referred to in section 49(3). |

## *Property vested in fee simple subject to conservation covenant*

| Name of property | Description | Interests |
|---|---|---|
| Lake Tangonge site A | *North Auckland Land District—Far North District*<br>25.3800 hectares, more or less, being Section 9 SO 472393. | Subject to the conservation covenant referred to in section 51(3).<br>Subject to a right of way easement created by Certificate C312160.2.<br>Subject to a right to drain water easement created by Certificate C312160.2. |

| Name of property | Description | Interests |
|---|---|---|
| Lake Tangonge site B | *North Auckland Land District—Far North District*<br>25.2850 hectares, more or less, being Section 10 SO 472393. | Subject to the conservation covenant referred to in section 52(3).<br>Subject to a right of way easement created by Certificate C312160.2.<br>Subject to a right to drain water easement created by Certificate C312160.2. |
| Motukaraka site B | *North Auckland Land District—Far North District*<br>14.3869 hectares, more or less, being Lot 2 DP 136481. All computer freehold register 568129. | Subject to the conservation covenant referred to in section 53(4). |
| Tangonge property | *North Auckland Land District—Far North District*<br>131.1420 hectares, more or less, being Sections 5 and 6 SO 472393. Part computer freehold register NA99C/561. | Subject to the conservation covenant referred to in section 54(2)(a).<br>Subject to the right of way easement referred to in section 54(2)(b).<br>Subject to section 3 of the Petroleum Act 1937.<br>Subject to section 8 of the Atomic Energy Act 1945.<br>Subject to section 3 of the Geothermal Energy Act 1953.<br>Subject to sections 6 and 8 of the Mining Act 1971.<br>Subject to sections 5 and 261 of the Coal Mines Act 1979.<br>Together with a right to drain water easement created by Certificate C312160.2.<br>Together with a right of way easement created by Certificate C312160.2.<br>Subject to 7821071.1 Open space covenant pursuant to section 22 of the Queen Elizabeth the Second National Trust Act 1977. |

# Part 2
# Alternative description for Pukepoto School property

| Name of property | Description | Interests |
|---|---|---|
| Pukepoto School property | 4.7981 hectares, approximately, being Part Waipapa Block. Part Proclamation A5472. Subject to survey. | Subject to the lease referred to in section 29(3). |

# Schedule 3
# Te Oneroa-a-Tohe redress

ss 75, 77(5), 92(1)

## Contents



## Part 1
## Procedural and other matters relevant to Board

*Matters relevant to appointments*

### 1 Term of appointment of members of Board

(1) Members of the Board are appointed for a term of 3 years unless a member is discharged or resigns earlier.

(2) An appointer may, at the discretion of the appointer, discharge or reappoint a member appointed by that appointer.

(3) A member appointed by an iwi appointer or the Te Hiku Community Board may resign by giving written notice to the relevant appointer.

### 2 Vacancies

(1) If a vacancy occurs on the Board, the relevant appointer must fill the vacancy as soon as is reasonably practicable.

(2) A vacancy does not prevent the Board from continuing to carry out its functions.

### 3 Chairperson and deputy chairperson

(1) At the first meeting of the Board,—

(a) the iwi members must, by simple majority of those members present and voting, appoint a member of the Board to be the chairperson of the Board; and

(b) the Board must, by simple majority of those members present and voting, appoint a member of the Board to be the deputy chairperson of the Board.

(2) The chairperson may be reappointed as chairperson, or removed from that office, by simple majority of the iwi members of the Board present and voting.

(3) The deputy chairperson may be reappointed as deputy chairperson, or removed from that office, by simple majority of all members of the Board present and voting.

(4) The appointments under subclause (1) are for a term of 3 years, unless—

(a) the chairperson resigns earlier or is removed from that office by simple majority of the iwi members present and voting; or

(b) the deputy chairperson resigns earlier or is removed from that office by simple majority of all the members of the Board present and voting.

*Procedural matters*

### 4 Board to regulate own procedure

The Board must regulate its own procedures unless expressly provided for otherwise by or under subpart 2 of Part 2 or this schedule.

### 5 Standing orders

(1) At the first meeting of the Board, the Board must adopt a set of standing orders for the operation of the Board.

(2) The Board may amend the standing orders at any time.

(3) The standing orders adopted by the Board must not contravene—

(a) subpart 2 of Part 2 or this schedule; or

(b) tikanga Māori; or

(c) subject to paragraph (a), the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other enactment.

(4) Board members must comply with the standing orders of the Board.

### 6 Meetings of Board

(1) At the first meeting of the Board, the Board must agree a schedule of meetings that will allow the Board to achieve its purpose and carry out its functions.

(2) The Board must review the schedule of meetings regularly to ensure that it continues to meet the requirements of subclause (1).

(3) The quorum for a meeting of the Board is not fewer than 5 members, comprising—

(a) at least 2 members appointed by the iwi appointers; and

(b) at least 2 members appointed by the Councils and Te Hiku Community Board; and

(c) the chairperson or deputy chairperson.

### 7 Decision making

(1) The decisions of the Board must be made by vote at a meeting.

(2) The Board must seek to obtain a consensus among its members, but if, in the opinion of the chairperson (or the deputy chairperson, if the chairperson is not present), consensus is not practicable after a reasonable discussion, a decision may be made by a minimum of 70% of those members present and voting at a meeting of the Board.

(3) The chairperson and deputy chairperson of the Board may vote on any matter but do not have casting votes.

(4) The members of the Board must approach decision making in a manner that—

(a) is consistent with, and reflects, the purpose of the Board; and

(b) acknowledges, as appropriate, the interests of relevant Te Hiku o Te Ika iwi in any relevant parts of the Te Oneroa-a-Tohe management area.

### 8 Declaration of interest

(1) Each member of the Board must disclose any actual or potential interest in a matter to the Board.

(2) The Board must maintain an interests register in which it records details of the actual or potential interests disclosed to the Board.

(3) The affiliation of a member to an iwi or a hapū with customary interests in the Te Oneroa-a-Tohe management area is not an interest that must be disclosed.

(4) A member of the Board is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter merely because—

(a) the member is affiliated to an iwi or a hapū that has customary interests in or over the Te Oneroa-a-Tohe management area; or

(b) the economic, social, cultural, and spiritual values of an iwi or a hapū and its relationship with the Board are advanced by, or reflected in,—

(i) the subject matter under consideration; or

(ii) any decision by, or recommendation of, the Board; or

(iii) the participation of the member in the matter under consideration.

(5) For the purposes of this clause, a member of the Board has an actual or a potential interest in a matter if that member—

(a) may derive a financial benefit from the matter; or

(b) is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or

(c) may have a financial interest in a person to whom the matter relates; or

(d) 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

(e) is otherwise directly or indirectly materially interested in the matter.

(6) However, a member does not have an interest in a matter if that interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member in carrying out responsibilities as a member of the Board.

(7) In this clause,—

**interest** does not include an interest that a member may have through an affiliation with an iwi or a hapū that has customary interests in the Te Oneroa-a-Tohe management area

**matter** means—

(a) the Board's performance of its functions or exercise of its powers; or

(b) an arrangement, agreement, or a contract made or entered into, or proposed to be entered into, by the Board.

### 9 Performance of Board members

(1) If the Board considers that a member of the Board has acted or is acting in a manner that is not in the best interests of the Board, the Board may determine, by a minimum majority of 70% of its members present and voting at a meeting, to give written notice of the matter to the appointer of the member concerned.

(2) A notice given under subclause (1) must—

(a) set out the basis for the Board's decision to give notice; and

(b) be copied and delivered to the Board member concerned on the same working day that it is given to the appointer concerned.

(3) The appointer concerned may give written notice to the Board seeking clarification of any matters relating to the Board's notice.

(4) The Board must provide clarification on the matters requested by the appointer concerned.

### 10 Investigation of, and decision on, matters raised in Board's notice

(1) In this clause, **investigation date** means the date when an appointer receives a notice from the Board under clause 9(1) or further information under clause 9(4), whichever is the later.

(2) The appointer must—

(a) undertake an investigation of the matters set out in the Board's notice; and

(b) not later than 15 working days after the investigation date, prepare a preliminary report and provide it to the Board; and

(c) not later than 20 working days after the investigation date, meet with the Board or a subcommittee of the Board to discuss the preliminary report; and

(d) not later than 5 working days after that meeting, give written notice of the appointer's decision to—

(i) the Board; and

(ii) the member concerned.

(3) If the decision referred to in subclause (2)(d) is to discharge the member concerned, the appointer must—

(a) discharge the member from the Board by written notice; and

(b) appoint a new member as soon as is reasonably practicable.

(4) If the appointer considers that the circumstances do not justify the discharge of the member concerned, the appointer need take no further action.

### 11 Reporting and review by Board

(1) The Board must report annually in writing to the appointers, setting out—

(a) the activities of the Board during the preceding 12 months; and

(b) how those activities are relevant to the purpose and functions of the Board.

(2) The appointers—

(a) must, on the date that is 3 years after the date of the first meeting of the Board, commence to review the performance of the Board, including whether, and the extent to which,—

(i) the purpose of the Board is being achieved; and

(ii) the functions of the Board are being effectively carried out; and

(b) may undertake any subsequent review of the Board at a time agreed by all the appointers.

(3) After the review required by subclause (2)(a) or other review undertaken under subclause (2)(b), the appointers may make recommendations to the Board on relevant matters arising from a review.

### 12 Responsibility for administration of Board

(1) The Councils jointly must provide technical and administrative support to the Board in the performance of its functions.

(2) The Northland Regional Council must—

(a) hold any funds on behalf of the Board as a separate and identifiable ledger item; and

(b) expend those funds as directed by the Board.

## Part 2
## Preparation, approval, and review of beach management plan

### 13 Process for preparing draft plan

(1) The Board must, not later than 3 months after its first meeting, commence preparation of a draft beach management plan (**draft plan**), which must be completed not later than 2 years after that first meeting.

(2) In preparing a draft plan, the Board—

(a) may consult, and seek comment from, any appropriate persons and organisations; and

(b) must ensure that the draft plan is consistent with the purpose of and priority matters for the plan, as set out in section 88(1); and

(c) must consider and document the potential alternatives to, and potential benefits and costs of, the matters provided for in the draft plan.

(3) The Board may request reports or advice from the Councils, to assist it in—

(a) the preparation of the draft plan; or

(b) approval of the beach management plan.

(4) The Councils must comply with a request where it is reasonably practicable to do so.

(5) The obligation under subclause (2)(b) applies only to the extent that it is proportionate to the nature and contents of the plan.

### 14 Notification of draft plan

(1) After the Board has prepared a draft plan under clause 13, the Board must give public notice of the draft plan stating that—

(a) the draft plan is available for public inspection at the places and times specified in the notice; and

(b) any individuals or bodies may lodge submissions on the draft plan with the Board and specifying—

(i) the manner in which submissions must be lodged (which may be in writing or by electronic means); and

(ii) the place and latest date for lodging any submission; and

(c) submitters may indicate that they wish to be heard in support of their submissions.

(2) In addition, the Board may notify the draft plan by any other means.

(3) The Board must make the draft plan available for public inspection in accordance with the advice given in the public notice.

(4) The date specified under subclause (1)(b)(ii) must be not later than 20 working days after the date of the publication of the notice given under subclause (1).

(5) Prior to any hearing of submissions, the Board must prepare and make publicly available a summary of the submissions received.

### 15 Hearing

If a submitter requests to be heard, the Board must give written notice of the date and time of the hearing not less than 10 working days before the date of the hearing and conduct a hearing accordingly.

### 16 Approval and notification of beach management plan

(1) The Board—

(a) must consider any written and oral submissions, to the extent that they are consistent with the purpose of the draft plan; and

(b) may amend the draft plan; and

(c) must approve the draft plan as the beach management plan.

(2) The Board—

(a) must give public notice of the beach management plan; and

(b) may notify it by any other means the Board considers appropriate; and

(c) must make available for public inspection a report that identifies how submissions were addressed by the Board.

(3) The notice given under subclause (2) must specify—

(a) the place where and times when the beach management plan is available for public inspection, which—

(i) must include the local offices of the Councils; and

(ii) may include the offices of other appropriate agencies; and

(b) the date on which the beach management plan comes into force.

(4) The beach management plan comes into force on the date specified in the notice.

### 17 Review of beach management plan

(1) The Board must commence a review of the beach management plan not later than 10 years after—

(a) the approval of the first beach management plan; and

(b) the completion of each succeeding review.

(2) If the Board considers, as a result of a review, that the beach management plan should be amended—

(a) in a material way, the amended beach management plan must be prepared and approved in accordance with clauses 13 to 16 as if references in those clauses to the preparation of the draft plan were references to the review of the plan; or

(b) in a way that is of minor effect, the amended plan may be approved in accordance with clause 16(1)(c) and (2).

# Schedule 4
# Korowai

ss 93, 95, 97(3), 119(3), 120(2), 121

## Contents

# Part 1
# Te Hiku o Te Ika Conservation Board: membership and procedures

## 1 Interpretation

In this schedule,—

**customary materials** means—

(a) dead protected animals or parts of such animals:

(b) plants or plant material or parts of plants

**nominator** means each of the entities specified in section 97(1)(a) or (2)(a) and (b) (as the case may require).

## 2 Application of Conservation Act 1987

(1) The following provisions of the Conservation Act 1987 do not apply—

(a) to the Conservation Board as a whole established by section 95:

(i) section 6L(2) and (3) (relating to the name and area of a board):

(ii) section 6P(1) and (5) to (7D) (relating to membership):

(iii) section 6T(3) and (4) (relating to the rules for a quorum and for voting); or

(b) to the members of the Conservation Board appointed on the nomination of the nominators in accordance with section 97(1)(a) or (2)(a) and (b) (as the case may require):

(i) section 6P(2) to (4) (relating to membership):

(ii) section 6R(2) and (4A) (relating to the term of office).

(2) The following provisions of the Conservation Act 1987 apply to the Conservation Board, but in the manner provided for by this subclause:

(a) section 6O (which relates to the annual report), except that the Conservation Board must provide the report to the nominators at the same time as it is provided to the Conservation Authority:

(b) section 6R(3) (which relates to giving notice of resignation), except that notice must be given to the Conservation Board at the same time as to the Minister:

(c) section 6S(1) (which relates to the appointment of a chairperson), except that the members of the Conservation Board, rather than the Minister, are to appoint the first chairperson:

(d) section 6T(5) (which relates to the voting rights of the chairperson), except that the chairperson does not have a casting vote.

### 3 Appointments by Minister

(1) In appointing members of the Board under section 97(1)(a) or (2)(a) and (b) (as the case may require), the Minister may appoint only the persons nominated by each of the nominators.

(2) However, if the Minister is concerned that a person nominated is not able properly to discharge the obligations of a Board member, the Minister must—

(a) advise the relevant nominator of any concern and seek to resolve the concern with that nominator; and

(b) if the concern is not resolved, seek an alternative nomination from the relevant nominator until the Minister is satisfied that the person nominated is able properly to discharge the obligations of a Board member; and

(c) appoint that member.

(3) The Minister must remove a member of a Board appointed under section 97(1)(a) or (2)(a) and (b) (as the case may require) if requested in writing to do so by the relevant nominator.

### 4 Replacement of members

(1) If the Minister is concerned that a member of the Conservation Board appointed on the nomination of a nominator is no longer able properly to discharge the obligations of a member of the Board, the Minister must—

(a) inform the relevant nominator in writing of the Minister's concern; and

(b) seek to resolve the concern through discussion with the nominator; and

(c) remove the member if the concern is not resolved; and

(d) if paragraph (c) applies, request a new nomination from the relevant nominator; and

(e) appoint a new member of the Conservation Board in accordance with clause 3 when the Minister has received an appropriate nomination.

(2) If Te Hiku o Te Ika iwi are concerned that a member of the Conservation Board appointed by the Minister under section 97(1)(b) or (2)(c) (as the case may require) is not able properly to discharge the obligations of a member of the Conservation Board,—

(a) Te Hiku o Te Ika iwi may give written notice to the Minister setting out the nature of the concern; and

(b) the Minister must consider the matters set out in the notice; and

(c) if the Minister is concerned that the member is not able properly to discharge the obligations of a member of the Conservation Board for a reason given in section 6R(2) of the Conservation Act 1987, the Minister—

(i) may remove that member; and

(ii) must give notice in writing to Te Hiku o Te Ika iwi of the outcome of the process undertaken under this subclause.

### 5 Quorum and voting

(1) The quorum for a meeting of the Conservation Board is as follows:

(a) 2 of the members appointed by the nominators under section 97(1)(a) and 2 of the members appointed by the Minister under section 97(1)(b), if the Conservation Board has 8 members; or

(b) 3 of the members appointed by the nominators and the Ngāti Kahu governance entity under section 97(2)(a) and (b) and 3 of the members appointed by the Minister under section 97(2)(c), if the Conservation Board has 10 members.

(2) Decisions of the Conservation Board must be made—

(a) by vote at a meeting of the Conservation Board; and

(b) by a minimum majority of 70% of the members present and voting at the meeting.

## Part 2
## Decision-making framework

### 6 Scope of decision-making framework

(1) Not later than the settlement date, the parties must, in a spirit of co-operation, discuss and agree a schedule that identifies—

(a) any decisions of a kind that do not require the application of the decision-making framework comprising the 6 stages set out in clauses 7 to 12; and

(b) any decisions of a kind for which that decision-making framework may be modified, and the nature of that modification; and

(c) how the decision-making framework may be modified to reflect the need for decisions to be made at a national level that may affect the areas of interest of Te Hiku o Te Ika iwi.

(2) Agreements made under subclause (1) must recognise the need to achieve a balance between—

(a) providing for the interests of Te Hiku o Te Ika iwi in decision making on conservation matters; and

(b) allowing the Minister and Director-General to—

(i) carry out their statutory functions; and

(ii) make decisions in an efficient and a timely manner, including decisions made at a national level that affect the areas of interest of Te Hiku o Te Ika iwi.

(3) The parties may, from time to time, agree to review the schedule required by this clause.

(4) Te Hiku o Te Ika iwi may, from time to time, by written notice to the Director-General, waive their rights under the decision-making framework, stating the extent and duration of any waiver.

(5) The parties must—

(a) maintain open communication with each other on the effectiveness of the decision-making framework; and

(b) not later than 2 years after the settlement date, jointly commence a review of the framework.

*Decision-making framework*

**7 Stage 1 of decision-making framework**

The Director-General must notify Te Hiku o Te Ika iwi in writing that a particular decision is to be made and specify—

(a) the nature of the decision; and

(b) the time within which Te Hiku o Te Ika iwi must provide a response.

**8 Stage 2 of decision-making framework**

Within the specified time, Te Hiku o Te Ika iwi governance entities must notify the Director-General in writing of—

(a) the nature and degree of the interest of the relevant Te Hiku o Te Ika iwi in the relevant decision; and

(b) the views of Te Hiku o Te Ika iwi about that decision.

**9 Stage 3 of decision-making framework**

The Director-General must respond in writing to Te Hiku o Te Ika iwi confirming—

(a) the Director-General's understanding of the matters expressed by Te Hiku o Te Ika iwi under clause 8; and

(b) how those matters will be addressed in the decision-making process; and

(c) any issues that arise from those matters.

**10 Stage 4 of decision-making framework**

(1) The person with statutory responsibility for making any decision specified under clause 7 must—

(a) consider the response of the Director-General to Te Hiku o Te Ika iwi under clause 9 and any further response from Te Hiku o Te Ika iwi to the Director-General; and

(b) consider whether it is possible, in making the particular decision, to reconcile any conflict between the interests and views of Te Hiku o Te Ika iwi and other considerations relevant to the decision-making process; and

(c) make the decision in accordance with the relevant conservation legislation.

(2) In making the decision, the decision maker must, if a relevant Te Hiku o Te Ika iwi interest is identified,—

(a) comply with section 118; and

(b) if the circumstances justify it, give a reasonable degree of preference to the interests of Te Hiku o Te Ika iwi.

### 11 Stage 5 of decision-making framework

The decision maker referred to in clause 10(1) must, as part of the decision document, record in writing—

(a) the nature and degree of Te Hiku o Te Ika iwi interest in the particular decision and the views of Te Hiku o Te Ika iwi notified to the Director-General under clause 8; and

(b) how, in making the particular decision, the decision maker complied with section 4 of the Conservation Act 1987.

### 12 Stage 6 of decision-making framework

The decision maker referred to in clause 10(1) must forward the particular decision to Te Hiku o Te Ika iwi, including the matters recorded under clause 11.

## Part 3
## Customary materials plan

### 13 Contents of customary materials plan

(1) The customary materials plan required by section 119 must—

(a) provide a tikanga Māori perspective on customary materials; and

(b) identify the species of plants from which material may be taken; and

(c) identify the species of dead protected animals that may be possessed; and

(d) identify the sites within conservation protected areas for customary taking of plant materials; and

(e) identify the methods permitted for customary taking of plant materials from those areas and the quantity permitted; and

(f) identify protocols for the possession of dead protected animals; and

(g) specify monitoring requirements.

(2) The customary materials plan must include the following information about the species identified in the plan:

(a) the taxonomic status of a species; and

(b) whether a species is threatened or rare; and

(c) the current state of knowledge about a species; and

(d) whether a species is the subject of a species recovery plan under the Wildlife Act 1953; and

(e) any other similar relevant information.

(3) The customary materials plan must include any other matters relevant to the customary taking of plant materials or the possession of dead protected animals as may be agreed by the parties.

### 14 Review of customary materials plan

(1) The parties must commence a review of the first customary materials plan agreed under section 119 not later than 24 months after the settlement date.

(2) The parties may agree to commence subsequent reviews of the customary materials plan at intervals of not more than 5 years after the date that the previous review is completed.

### 15 Issuing of authorisations under plan

Te Hiku o Te Ika iwi may issue an authorisation to a member of Te Hiku o Te Ika iwi to take plant materials or possess dead protected animals—

(a) in accordance with the customary materials plan; and

(b) without the requirement for a permit or other authorisation under the relevant conservation legislation.

### 16 Conservation issues arising from authorisations made under plan

(1) If either of the parties identifies any conservation issue arising from the implementation of the customary materials plan, or affecting the exercise of any rights under the plan, the parties jointly must—

(a) seek to address the issue; and

(b) endeavour to resolve the issue by measures that may include—

(i) the Director-General considering restrictions to granting authorisations under clause 15; and

(ii) the parties agreeing to amend the plan.

(2) If the Director-General is not satisfied that a conservation issue has been appropriately addressed following the process under subclause (1),—

(a) the Director-General may notify Te Hiku o Te Ika iwi that a particular provision of the plan is suspended; and

(b) on and from the date specified in the notice, clause 15 will not apply to the provision of the plan that has been suspended.

(3) If the Director-General takes action under subclause (2), the parties jointly must continue to seek to resolve the conservation issue with the objective of the Director-General revoking the suspension imposed under subclause (2)(a) as soon as practicable.

## Part 4
## Wāhi tapu framework

### 17 Wāhi tapu framework

The trustees may provide to the Director-General—

(a) a description of wāhi tapu on conservation land within the Te Rarawa area of interest; and

(b) any further information in relation to those wāhi tapu, including—

(i) their general locations and a description of the sites; and

(ii) the nature of the wāhi tapu; and

(iii) the hapū and iwi kaitiaki associated with the wāhi tapu.

### 18 Notice of intention to enter into wāhi tapu management plan

(1) The trustees may give notice in writing to the Director-General that a wāhi tapu management plan for the wāhi tapu identified in the wāhi tapu framework is to be entered into by the trustees and the Director-General.

(2) If a notice is given under subclause (1), the trustees and the Director-General must discuss and seek to agree a wāhi tapu management plan for the identified wāhi tapu.

### 19 Contents of wāhi tapu management plan

(1) The wāhi tapu management plan agreed under clause 18 may—

(a) include any information about wāhi tapu on conservation land that the trustees and the Director-General consider appropriate; and

(b) provide for the persons identified by the trustees to undertake management activities in relation to specified wāhi tapu.

(2) If the wāhi tapu management plan provides for management activities to be undertaken, the plan—

(a) must specify the scope and duration of the activities that may be undertaken; and

(b) constitutes lawful authority for the specified activities, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.

### 20 Preparation of management plan

A wāhi tapu management plan must be—

(a) prepared without undue formality and in the manner agreed between the Director-General and the trustees; and

(b) reviewed at intervals agreed by the Director-General and the trustees; and

(c) if the Director-General and the trustees consider it appropriate, made publicly available.

## Part 5
## Decisions concerning Te Rerenga Wairua Reserve

### 21 Interpretation

In this Part,—

**3 iwi** means—

(a) Ngāti Kuri; and

(b) Te Aupouri; and

(c) NgāiTakoto

**relevant application** means an application, in relation to all or part of Te Rerenga Wairua Reserve, for—

(a) a concession under section 59A of the Reserves Act 1977:

(b) any other authorisation under the Reserves Act 1977:

(c) a permit or an authorisation under the Wildlife Act 1953:

(d) an access arrangement under the Crown Minerals Act 1991

**relevant process** means a proposal, in relation to all or part of Te Rerenga Wairua Reserve, to—

(a) exchange the reserve for other land under section 15 of the Reserves Act 1977:

(b) revoke the reservation or change the classification of the reserve under section 24 of the Reserves Act 1977:

(c) change the management or control of the reserve under sections 26 to 38 of the Reserves Act 1977:

(d) prepare a conservation management plan for the reserve under section 40B of the Reserves Act 1977.

### 22 Matters on which decisions required

(1) If a relevant process is commenced or a relevant application received that relates to Te Rerenga Wairua Reserve, the Director-General must give an initial

notice of the commencement of the process or the receipt of the application to the 3 iwi.

(2) The initial notice must—

(a) include sufficient information to allow the 3 iwi to understand the nature of the relevant process or relevant application; and

(b) be given as soon as practicable after the relevant process is commenced or the relevant application received.

(3) The Director-General must subsequently give a further notice (the **decision notice**) that—

(a) specifies the date by which a decision is required from the 3 iwi and the Minister or the Director-General, as the case may be; and

(b) sets out all the information relevant to making an informed decision; and

(c) includes, if relevant, a briefing or report on the relevant process or relevant application—

(i) from the Department of Conservation; and

(ii) to the 3 iwi and the Minister or the Director-General, as the case may be.

(4) The decision notice must be given—

(a) at the time that the Department of Conservation provides the briefing or report under subclause (3)(c); or

(b) if no briefing or report is prepared, at the time the relevant process or relevant application has reached the stage where a decision may be made.

### 23 Method of decision making

The 3 iwi and the Director-General—

(a) must maintain open communication with each other concerning the relevant process or relevant application; and

(b) may meet to discuss the relevant process or relevant application; and

(c) must notify each other, not later than the date specified under clause 22(3)(a), of their decisions concerning the relevant process or relevant application.

### 24 Effect of decisions

(1) A relevant process may proceed only with the agreement of each of the 3 iwi and the Minister (or the Director-General, as appropriate).

(2) A relevant application may be granted only with the agreement of each of the 3 iwi and the Minister (or the Director-General, as appropriate).

(3) The 3 iwi or the Minister (or the Director-General as appropriate) may initiate a dispute resolution process if the 3 iwi or the Minister (or the Director-General,

as appropriate) considers it necessary or appropriate to resolve any matter concerning a relevant process or relevant application.

# Schedule 5
# Te Rarawa statutory areas

s 123

| Statutory area | Location |
|---|---|
| Herekino Harbour | As shown on OTS-074-01 |
| Whangape Harbour | As shown on OTS-074-02 |
| Hokianga Harbour | As shown on OTS-074-03 |
| Awaroa River | As shown on OTS-074-04 |
| Takahue River and Awanui River | As shown on OTS-074-05 |
| Te Tai Hauauru / Coastal Marine Area | As shown on OTS-074-06 |
| Tauroa Peninsula | As shown on OTS-074-07 |
| Wairoa Stream | As shown on OTS-074-08 |

# Schedule 6
# Notices relating to RFR land

ss 182, 205, 211

## 1 Requirements for giving notice

A notice by or to an RFR landowner, or the trustees of an offer trust or a recipient trust, under subpart 4 of Part 3 must be—

(a) in writing and signed by—

(i) the person giving it; or

(ii) at least 2 of the trustees, for a notice given by the trustees of an offer trust or a recipient trust; and

(b) addressed to the recipient at the street address, postal address, fax number, or electronic address,—

(i) for a notice to the trustees of an offer trust or a recipient trust, specified for those trustees in accordance with the relevant deed of settlement, or in a later notice given by those trustees to the RFR landowner, or identified by the RFR landowner as the current address, fax number, or electronic address of those trustees; or

(ii) for a notice to the RFR landowner, specified by the RFR landowner in an offer made under section 185, or in a later notice given to those trustees of an offer trust or identified by the trustees as the current address, fax number, or electronic address of the RFR landowner; and

(c) for a notice given under section 202 or 204, addressed to the chief executive of LINZ, at the Wellington office of LINZ; and

(d) given by—

(i) delivering it by hand to the recipient's street address; or

(ii) posting it to the recipient's postal address; or

(iii) faxing it to the recipient's fax number; or

(iv) sending it by electronic means such as email.

## 2 Use of electronic transmission

Despite clause 1, a notice given in accordance with subclause (1)(a) may be given by electronic means as long as the notice is given with an electronic signature that satisfies section 22(1)(a) and (b) of the Electronic Transactions Act 2002.

## 3 Time when notice received

(1) A notice is to be treated as having been received—

(a) at the time of delivery, if delivered by hand; or

(b) on the fourth day after posting, if posted; or

(c) at the time of transmission, if faxed or sent by other electronic means.

(2) However, a notice is to be treated as having been received on the next working day if, under subclause (1), it would be treated as having been received—

(a) after 5 pm on a working day; or

(b) on a day that is not a working day.

## Legislative history

| | |
|---|---|
| 8 September 2015 | Divided from Te Hiku Claims Settlement Bill (Bill 201–2), third reading |
| 22 September 2015 | Royal assent |

This Act is administered by the Ministry of Justice.

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