Te Pire Whakataunga i ngā Kerēme a Te Hiku

Pire Kāwanatanga

Ko tā Te Komiti Whiriwhiri Take Māori i whakatakoto

Ngā Kōrero

Tūtohutanga

Kua āta tirohia e Te Komiti Whiriwhiri Take Māori Te Pire Whakataunga i ngā Kerēme a Te Hiku, ā, ka tūtohu kia whakamanahia, me ngā whakatikatika kua whakaaturia.

Kupu whakataki

He pire wāhanga maha Te Pire Whakataunga i ngā Kerēme a Te Hiku, tērā ka whai kia hoatu wāhi mō ngā kerēme Tiriti hītori o Waitangi i hainatia rā i waenganui i te tau 2012 me te tau 2014, e ngā iwi tokowhā, e noho tawhiti mai ana i Te Hiku o Te Ika ā Māui ki Te Tai Tokerau me Te Karauna. Ko Ngāti Kurī, ko Ngāi Takoto, ko Te Aupōuri me Te Rarawa aua iwi tokowhā.

I tuhia hei pire wāhanga maha hukihuki nā te mea, kia rite ai te hea o te whakatika hapa i waenganui i ngā iwi tokowhā e whakatau ana, ko tērā hoki tā ngā pire ka hiahia kia whakaturehia hei te wā kotahi. Ko te tūmanako ia, kia wāwāhia te pire i te wāhanga o Te Komiti Katoa o Te Whare hei pire takirima.

Te Teihana Pirihimana o Kohukohu

Ko tā Te Whakaaetanga a Te Rarawa ka hoatu, kia whakapuaki Te Karauna, he tuwhene Te Teihana Pirihimana o Kohukohu, ā, ki Te Rarawa te kōwhiringa tuatahi ki te hoko i te wāhi rā. E whakahē ana ngā mema o te hapū o Te Ihutai ki te whakaurunga atu o te Teihana Pirihimana o Kohukohu ki roto i te whakataunga a Te Rarawa nā runga i te take, ko te whenua rā he whenua kē nā Ngāpuhi, ā, he wāhi nui kē o te kerēme Ngāpuhi a Te Ihutai.

He tapua Te Teihana Pirihimana o Kohukohu ki a Te Ihutai nā tōna whakaurunga ki roto i Te Pire Whakataunga i ngā Kerēme a Te Rarawa, ā, tērā pea ka whakawhāititia he whiriwhiringa a Te Ihutai me Te Karauna nā tāna kerēme Ngāpuhi.

Tautoko ai Te Rūnanga o Te Rarawa i ngā wawata o Te Ihutai mō te whakawhitinga o Te Teihana Pirihimana o Kohukohu ā tōna wā ki a Te Ihutai i te mea, whakaae ai ia nā te tino hiranga rawa ki a Te Ihutai. I whakaurua te pito whenua nei ki roto i te tika mō te kapenga tuatahi i te whakataunga a Te Rarawa, me te koronga anō, kia whiwhi i a Te Ihutai te pito whenua nei ka whakapuaki ana Te Karauna, he mea tuwhene i ōna mea waiwai.

Inā ka unuhia mai ana te teihana pirihimana i te whakataunga a Te Rarawa kua kore he tikanga whakamarumaru mō te pito whenua nei i mua i te whiriwhiringa o tētahi whakataunga Ngāpuhi me te hoatu wāhi i roto hanganga ture. Mehemea ka whakapuakina te teihana pirihimana, he mea tuwhene i tēnei wā, ka āhei pea a Te Ihutai ki te tono mā ngā huarahi whakamarumaru a Te Karauna, kia pēketia whenuatia te whenua rā ēngari, kāore he kupu taurangi ka angitu te tono. Kīhai hoki i tino mōhiotia mehemea ka taea he whakatika hapa e kaha ai te whiriwhiria i roto i te whakataunga a Ngāpuhi.

Ki te kaha a Te Ihutai ki te whiriwhiri momo huarahi whakatika hapa pai mā roto i te whakataunga a Ngāpuhi ā tōna wā, ā, kua tautokona e Te Rūnanga o Te Rarawa ētahi whakarerekētanga ka hiahiatia, kia riro mā Te Ture Whakataunga Kerēme a Te Rarawa tērā e hoatu.

Kīhai mātou i whakaae ki tēnei aronga. Ko tā mātou ka hiahia kē, kia hoatu he pānga ki a Te Ihutai i roto i te hanganga ture, heoi ki tō mātou mōhio, kīhai a Te Rarawa i te hiahia kia puta tūpono noa tēnei. E pai ana tā mātou noho nā te mea, kei roto i ā mātou tuhinga kōrero tētahi reta paihere nō mai i a Te Rarawa.

Te Poroka o ngā Paina

Nō nā noa nei tētahi whakaritenga i tau ai mō Te Whakaaetanga Whakatika i Te Whakaaetanga Whakataunga a Ngāti Kurī kia whakaroangia atu Te Poraka[1] o ngā Paina mā te 1.58 heketā hei whai ake i ngā māharahara mō te putanga mā te rori. I te wā tuatahi i tuhia hukihukitia ai te pire, kīhai anō he whakaaetanga kia whakaarongia.

Nā runga i tērā, ka tūtohu mātou kia whakatikaina ngā whakaaturanga mō ngā pito whenua ahurea a Ngāti Kurī i te pukapuka āpiti 1 o te pire, kia kitea mai ai ko ērā ngā pito whenua ahurea rā i a rara 24, kia pūmau ai Te Karauna kua āta rēhitahia he tikanga ture whakangāwari mō tētahi tika ki te haere mā reira, i runga i te pito whenua.

Te Tumu Paeroa o Te Aupōuri

Kāore anō te whakamāramatanga mō ngā āpitihanga o Te Tumu Paeroa o Te Aupōuri i roto i te pire kia oti te tuhia hukihukitia. Ka tūtohu mātou kia ūkuitia atu te rārangi ingoa i roto i te rara, ā, me te whakauru he rārangi ingoa mō ngā kaupene e ono oti atu i te wāhi o taua rārangi ingoa kua ūkuitia nā te mea, ko ērā ngā āpitihanga i te wā nei o Te Tumu Paeroa.

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[1] Wāhanga o Te Whenua Rāhui Hākinakina o Te Paki

Te whakamāramatanga mō ngā kerēme hītori

Ka tūtohu mātou kia whakatikaina a rara e 578(4) (d) o te pire kia mārama ai te whakamāramatanga mō ngā kerēme hītori. I te wā nei, kīhai ngā kupu i Te Pire Whakataunga i ngā Kerēme a Te Rarawa i tino mārama rawa kia tatū ai ētahi kerēme a ngā mema o Te Ihutai me Kōhatutaka mā roto i ō rātou whakapapa Ngāpuhi.

Te kerēme kei roto tahi ngā pānga a Te Rarawa me Ngāti Kahu

Pā ai te kerēme Wai 1695 ki a Te Rarawa rāua tahi ko Ngāti Kahu. Ka whakataungia te wāhanga ki a Te Rarawa i raro i te Pire Ka whakaungia te wāhanga ka pā ki a Te Rarawa i raro i Te Pire Whakataunga mō ngā Kerēme a Te Rarawa. Hāunga tērā ka pā ki a Ngāti Kurī, ka kore e whakatauhia, ka noho pērā tonu. Nō reira, ka tūtohu mātou kia tangohia atu a rara e 578(3) (a)(xvii), ā, ka whakauru i ōna kai o roto ki roto i tētahi rara hou, ko rara e 578(3)(b)(xviia) tērā.

Te Ture Taonga Pouhere Tuku Iho o Aotearoa o te tau 2014

Ka tūtohu mātou kia whakahoungia ngā rara e pā ana o te pire, kia kitea mai ai ko tērā te tika o te kōrero, kua noho kē mai Te Ture Taonga Pouhere Tuku Iho o Aotearoa o te tau 2014 i te wāhi o Te Ture Wāhi Hītori o te tau 1993; tae atu ki ngā whakapuakanga kua noho Te Ture Taonga Pouhere Tuku Iho o Aotearoa o te tau 2014 i te wāhi o Te Tumu Paeroa Wāhi Hītori me Te Ture Wāhi Hītori o te tau 1993, ā, me ngā tekiona e kōrero ana mō aua wāhanga pū e rite ana te whakahoungia ki kitea mai ai, kua whakarerekēngia ngā whika.

Tāpiritanga

Te hātepe a te komiti

I tonoa Te Pire Whakataunga i ngā Kerēme a Te Hiku ki te komiti i te 4 o Whiringa-ā-rangi tau 2014. Ko te rā 30 o Kohi-tātea tau 2015 te rā i kati ai ngā tāpaetanga. E 25 ngā tāpaetanga i whiwhi, i whakaaroarohia e mātou nō mai i ngā kohinga, i te hunga takitahi whai pānga. E 19 ngā tāpaetanga i rongohia e mātou tae atu kite whakatū whakawātanga i Kaitāia.

I whiwhi whakamaherehere mātou nō mai i Te Tari Whakatau Take e pā ana ki Te Tiriti o Waitangi.

Ko ngā mema o te komiti, ko

Tūtehounuku Kōrako (Heamana)

Hōnore Chester Borrows

Mārama Fox

Joanne Hayes

Hōnore Nanaia Mahuta

Pita Paraone

Rino Tirikātene

Mētīria Tūrei

Te Hiku Claims Settlement Bill

Government Bill

As reported from the Māori Affairs Committee

Commentary

Recommendation

The Māori Affairs Committee has examined the Te Hiku Claims Settlement Bill and recommends that it be passed with the amendments shown.

Introduction

The Te Hiku Claims Settlement Bill is an omnibus bill that seeks to provide for settlement of historic Treaty of Waitangi claims signed between 2012 and 2014 by four Far North iwi and the Crown. The four iwi are Ngāti Kuri, NgāiTakoto, Te Aupouri, and Te Rarawa.

It was drafted as an omnibus bill because shared redress between the four settling iwi requires the bills to be passed into law at the same time. The bill is expected to be divided into five bills at the Committee of the Whole House stage.

Kohukohu Police Station

The Te Rarawa Deed of Settlement provides that, should the Kohukohu Police Station be declared surplus by the Crown, Te Rarawa will have the first option to purchase the property. Members of Te Ihutai hapū oppose the inclusion of the Kohukohu Police Station in Te Rarawa's settlement on the basis that the land is Ngāpuhi land and will form part of Te Ihutai's Ngāpuhi claim.

The Kohukohu Police Station is significant to Te Ihutai and its inclusion in the Te Rarawa Claims Settlement Bill may limit any negotiation Te Ihutai can have with the Crown through its Ngāpuhi claim.

Te Rūnanga o Te Rarawa supports Te Ihutai's aspirations for the eventual transfer of the Kohukohu Police Station to Te Ihutai as it acknowledges its particular importance to Te Ihutai. The property was included in the right of first refusal in the Te Rarawa

settlement with the intent that Te Ihutai acquire the property if the Crown declares it surplus to requirements.

If the police station is withdrawn from the Te Rarawa settlement there would be no guaranteed protection over it before a Ngāpuhi settlement is negotiated and provided for in legislation. If the police station is declared surplus in the meantime Te Ihutai could be able to apply, through the Crown's protection mechanism, for the land to be landbanked but there is no guarantee the application would be successful. There is also no certainty about what redress will be negotiated in the Ngāpuhi settlement.

If Te Ihutai is able to negotiate a preferable form of redress through the Ngāpuhi settlement in future, Te Rūnanga o Te Rarawa has undertaken to support any changes that might be necessary to the Te Rarawa Claims Settlement Act to provide for that.

We do not agree with this approach, and would prefer that the Te Ihutai interest be provided for in legislation; however we understand that Te Rarawa do not wish for this to happen. We are comforted by having on record a letter of commitment from Te Rarawa.

Pines Block

Ngāti Kuri and the Crown have recently reached an agreement on a Deed to Amend the Ngāti Kuri Deed of Settlement to extend the Pines Block[2] by 1.58ha to address concerns over road access. The agreement was not in place when the bill was originally drafted.

Therefore, we recommend amending the descriptions of Ngāti Kuri cultural properties in Schedule 1 of the bill to reflect this, and amending clause 24 to ensure the Crown has a registrable easement for right of way over the property.

Aupouri Māori Trust Board

The definition of subsidiaries of the Aupouri Māori Trust Board in the bill as drafted is not complete. We recommend the list in the clause be deleted, and replaced with a complete list of the six companies that are currently subsidiaries of the Trust Board.

Definition of historic claims

We recommend amending clause 578(4)(d) of the bill to clarify the definition of historic claims. As currently worded it is not sufficiently clear that the Te Rarawa Claims Settlement Bill does not settle any claims members of Te Ihutai and Kohatutaka may have through their Ngāpuhi whakapapa.

Claim involving both Te Rarawa and Ngāti Kahu interests

The claim Wai 1695 relates to both Te Rarawa and Ngāti Kahu. The part that relates to Te Rarawa will be settled under the Te Rarawa Claims Settlement Bill and the part

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[2] Part of Te Paki Recreation Reserve.

that relates to Ngāti Kahu will remain unsettled. Therefore we recommend that clause 578(3)(a)(xvii) be removed, and its contents be inserted as new clause 578(3)(b)(xviia).

Heritage New Zealand Pouhere Taonga Act 2014

We recommend that the relevant clauses of the bill be revised to reflect the fact that the Historic Places Act 1993 has been replaced by the Heritage New Zealand Pouhere Taonga Act 2014; with references to the Historic Places Trust and the Historic Places Act 1993 replaced with Heritage New Zealand Pouhere Taonga and the Heritage New Zealand Pouhere Taonga Act 2014, and that sections referring to specific parts be similarly updated to reflect different numbering.

Appendix

Committee process

The Te Hiku Claims Settlement Bill was referred to the committee on 4 November 2014. The closing date for submissions was 30 January 2015. We received and considered 25 submissions from interested groups and individuals. We heard 19 submissions, which included holding hearings in Kaitaia.

We received advice from the Office of Treaty Settlements.

Committee membership

Tutehounuku Korako (Chairperson)

Hon Chester Borrows

Marama Fox

Joanne Hayes

Hon Nanaia Mahuta

Pita Paraone

Rino Tirikatene

Metiria Turei

Key to symbols used in reprinted bill

As reported from a select committee

text inserted unanimously

~~text deleted unanimously~~

Hon Christopher Finlayson

Te Hiku Claims Settlement Bill

Pire Kāwanatanga

Government Bill

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The Parliament of New Zealand enacts as follows:

1 Title

This Act is the Te Hiku Claims Settlement Act **2014**.

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 Ngāti Kuri historical claims

Preliminary matters

3 Purpose

The purpose of **Parts 1 to 3** is—

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

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

4 Provisions to take effect on settlement date

(1) The provisions of **Parts 1 to 3** 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

Parts 1 to 3 bind the Crown.

6 Outline

(1) This section is a guide to the overall scheme and effect of **Parts 1 to 3**, but does not affect the interpretation or application of the other provisions of **Parts 1 to 3** or of the deed of settlement.

(2) **This Part**—

(a) sets out the purpose of **Parts 1 to 3**; and

(b) provides that the provisions of **Parts 1 to 3** 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 Ngāti Kuri, as recorded in the deed of settlement; and

(e) defines terms used in **Parts 1 to 3**, including key terms such as Ngāti Kuri 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 Ngāti Kuri 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 Crown minerals, fisheries, and taonga tūturu 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.

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

(a) in **subpart 1**, the transfer of commercial redress 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 5 schedules, as follows:

(a) **Schedule 1** describes the cultural redress properties:

(b) **Schedule 2** describes Te Oneroa-a-Tohe redress:

(c) **Schedule 3** describes the korowai:

(d) **Schedule 4** describes the statutory areas to which the statutory acknowledgement relates:

(e) **Schedule 5** 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 in English and te reo Māori 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 Ngāti Kuri 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

Summary of historical background to claims of Ngāti Kuri

(1) According to tradition, Ngāti Kuri ancestors have occupied Te Hiku o Te Ika from before the first waka arrivals. Traditionally Ngāti Kuri lived in several permanent settlements, and moved from those bases around their rohe in small groups, following seasonal cycles for gardening, fishing, and food gathering. Ngāti Kuri did not sign Te Tiriti o Waitangi/the Treaty of Waitangi, and for many years after Pākehā settlement tikanga Māori (customary law) largely prevailed in their rohe. Ngāti Kuri were not included in the first land transactions in the area. Crown officials had limited understanding of the complex whakapapa relationships in Te Hiku and at times failed to distinguish Ngāti Kuri from other iwi in the rohe.

(2) Under the nineteenth century native land laws, much of Ngāti Kuri's remaining land was vested in small numbers of individual owners. No provisions existed to ensure those individuals acted as trustees for their iwi, and much of the land was soon sold. By 1890 over 70% of Ngāti Kuri's traditional land had been alienated. The only large block of land remaining in their ownership were around the Pārengarenga harbour. The main economic activity available for Māori in the region was gum digging, which due to the isolation and lack of roading in the area, tended to trap workers in a debt cycle with the local store-

keepers, who bought the gum from local Māori and sold them goods, controlling the prices of both.

(3) In 1896, the Native Land Court began hearings on the Pārengarenga and Pākohu blocks around the harbour. The hearings and surveys were expensive, and the lands were almost lost to pay survey debts. In order to prevent that the Crown took over the debt and vested these blocks in the Tokerau Maori Land Board. This kept the lands in Māori ownership but the owners lost all control of their management. Māori were left with only 3 small reserves around the Pārengarenga Harbour on which to live. Ngāti Kuri's main papakāinga, Te Hāpua, flooded every year and the community suffered from high rates of typhoid and tuberculosis, which the Crown was aware of but did little to remedy.

(4) By 1910, the survey debts had been repaid, but, despite this, control of the lands did not go back to the owners. Ngāti Kuri repeatedly asked for the return of the lands so they could begin farming initiatives, but their requests were denied until the 1950s.

(5) In 1953, the Crown empowered the Māori Trustee to compulsorily acquire small interests in the Pārengarenga and Pākohu blocks. Many Ngāti Kuri lost their last shares in their land through this process.

(6) Due to the Crown's actions and omissions, Ngāti Kuri as an iwi were left with little land and few economic opportunities. Many had to leave the rohe altogether, resulting in a loss of social cohesion and difficulty in passing on Ngāti Kuri's tikanga, traditional knowledge, and language to younger generations.

He whakarāpopototanga o ngā tāhuhu kōrero e pā ana ki ngā whai takunga a Ngāti Kurī

(1) E ai ki ngā kōrero tuku iho, nō mua rawa kē i te hekenga nui mai o ngā waka ngā tūpuna o Ngāti Kurī e noho ana i Te Hiku o Te Ika. Mai anō e noho ana a Ngāti Kurī i ōna kāinga tūturu, ā, ka nukunuku haere ā-rōpu ririki nei, mai i ēnei kāinga taketake huri noa i tō rātou rohe, e whai ana i ngā wāhanga o te tau e mahi māra ai, e hī ika ai, e kohi, e hauhake kai ai rānei. Kāore a Ngāti Kurī i haina i Te Tiriti ō Waitangi. Otirā, mō ngā tau maha whai muri mai i te whakaeketanga mai o te pākehā ki ēnei whenua, ko te tikanga Māori te kaupapa mātāpono i mau tūturu atu ai a Ngāti Kurī. Kāore a Ngāti Kurī i whai wāhi atu ki ngā whakawhitiwhitinga whenua tuatahi i roto i tēnei rohe. He iti noa te māramatanga o ngā āpiha a Te Karauna ki ngā whakawhanaungatanga whakapapa i te rohe o Te Hiku. Me te aha hoki, kāore i mārama ki te tūturutanga o ngā whakapapa o Ngāti Kurī mai i ērā o ētahi atu o ngā iwi o te rohe.

(2) I raro i ngā ture i whakaritea ai mō ngā whenua Māori o te rau tau te tekau mā iwa, te nuinga o ngā toenga whenua o Ngāti Kurī i tukua kētia ki ētahi tāngata takitahi iti rawa nei. Kore rawa he whakataunga i whiriwhiria hei tohu i aua tāngata takitahi rā kia noho kaitiaki rātou mō tō rātou iwi, kāore i roa ka hokona atu te nuinga o te whenua. Ake ki te 1890, neke atu i te 70 ōrau o ngā

whenua taketake o Ngāti Kurī kua riro kē. Ko te whenua rahi katoa i mahue mai ai i roto i ō rātou ringaringa ko tērā e pae ana i te whanga o Pārengarenga. Ko te mahi matua whai oranga a te Māori i roto i te rohe, ko te keri kāpia. Nā te taratahi me te kore rori i te rohe, ko te otinga atu ko te nama a ngā kaimahi Māori ki ngā rangatira o ngā toa hokohoko, ko rātou nei i te hoko i te kāpia mai i te Māori me te hoko atu hoki ki te Māori i ā rātou nā taputapu. Ko rātou, ko ngā rangatira o ngā toa hokohoko, i a rātou te mana o te whakarite i te moni e utua ai mō te kāpia, me te moni e utua ai e te Māori mō ngā taputapu e hokona mai ai e ia i aua momo tāngata.

(3) I te tau 1896 ka tīmata Te Kooti Whenua Māori o taua wā ki te whakahaere i ngā take whenua e pā ana ki Pārengarenga me Pākohu i te takiwā ki te whanga o Pārengarenga. He nui te moni kia utua mō te whakahaere i ngā take a te kooti me te rūri hoki. I tata ngaro katoa ngā whenua ki te utu i ngā nama rūri. Kia kore ai e riro katoa aua whenua, ka riro mā Te Karauna e kawe te utu o te nama. Ka whakawhitingia te mana ki ēnei whenua ki te 'Tokerau Māori Land Board.' (Te Poari Whenua Māori o Te Tokerau.) Ahakoa ka noho ngā whenua nei ki roto i ngā ringaringa o te Māori ēngari kāore i whai mana ngā ariki Māori o aua whenua ki ngā whakahaerenga, ngā whakaritenga rānei. E toru noa anō ngā whenua rāhui iti nei i te rohe o te whanga o Pārengarenga, i mahue mai ki ngā Māori hei oranga mō rātou. Ko te papakāinga matua o Ngāti Kurī arā, a Te Hāpua, he rite tonu te waipukengia me te aha, he tokomaha ngā tāngata i pāngia e te mate taipō me te mate kohi. I mōhio Te Karauna ki ēnei mate ēngari iti noa te aro mai ki te rongoā i aua mate.

(4) Tae rawa mai ki te 1910 kua ea ngā nama rūri, ēngari ahakoa ia tēnei, kāore tonu te whenua i hoki ki ngā ariki. He rite tonu te tono a Ngāti Kurī kia whakahokia mai ngā whenua kia taea ai e rātou te tīmata i ētahi mahi ahu whenua. Ēngari kia tae rawa ki ngā tau rima tekau o te rau tau i pahure atu nei, kātahi anō ka arongia mai ā rātou īnoi.

(5) I te tau 1953 ka hoatu te mana e te Karauna ki Te Kaitiaki Māori ki te tango i ngā pānga iti i ngā whenua ō Pārengarenga me Pākohu. He maha ngā tāngata o Ngāti Kurī i ngaro ai ō rātou pānga ki ō rātou whenua mā roto atu i tēnei momo whakahāere.

(6) Nā ngā mahi ā Te Karauna me ōna hapa ka mahue he maramara whenua noa iho ki te iwi o Ngāti Kurī, tae atu hoki ki ngā ara pakeke i whiua ai ki runga i a rātou e puta ai he oranga ki a rātou. He maha i wehe motuhake atu i te rohe, me te aha, i motumotukia te āhua o te noho-ā-iwi ā Ngāti Kurī, me te uaua hoki ki te tuku iho i ōna tikanga, i ōna mātauranga, tae rawa iho hoki ki tōna reo ki ōna reanga rangatahi.

9 Acknowledgements

(1) The Crown acknowledges that, under te Tiriti o Waitangi/the Treaty of Waitangi, it undertook actively to protect Māori interests and to confirm and guar-

antee tino rangatiratanga. The Crown acknowledges that, in its relationship with Ngāti Kuri, it has failed to uphold those promises.

(2) In particular, the Crown acknowledges that it has not always recognised Ngāti Kuri as an iwi, and its failure to respect the rangatiratanga of Ngāti Kuri has been an ongoing grievance.

Pre-1865 Crown land purchase

(3) The Crown acknowledges that—

(a) it failed to conduct an adequate investigation of customary interests and did not include Ngāti Kuri when it purchased the 86 885 acre Muriwhenua South block in 1858; and

(b) the Muriwhenua South land was over a third of the Ngāti Kuri rohe and encompassed an entire east-to-west section of the peninsula, but the Crown only reserved 100 acres of the block for future Māori use and took no measures to protect that reserve from alienation; and

(c) in these circumstances the Crown's egregious failure, through these acts and omissions, to protect Ngāti Kuri interests was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(4) The Crown further acknowledges that Ngāti Kuri received few direct or indirect benefits from the Crown acquiring this land. The Crown acknowledges that it had purchased land in advance of settler demand and that there was little permanent settlement or development of infrastructure, such as roading to link the remainder of the Ngāti Kuri rohe to developing markets and settlements, in the following decades.

Operation and impact of native land laws

(5) The Crown acknowledges that—

(a) Ngāti Kuri traditionally held their land and resources under customary tenure where tribal and hapū collective ownership was paramount; and

(b) from 1865 the Crown imposed a new land tenure system, without consulting Ngāti Kuri, by giving rights to individuals and allowing for the conversion of aboriginal title to freehold title; and

(c) Ngāti Kuri did not consent to the diminution of the laws of their ancestors, but had little option but to operate within the Crown's new land laws.

(6) The Crown further acknowledges that by 1875 the Native Land Court had vested 4 land blocks, totalling 78 000 acres, in 10 or fewer owners, and within a few years most of this land was in private ownership. The Crown acknowledges that—

(a) the Crown's failure to actively protect Ngāti Kuri's interests in land they may otherwise have wished to have retained in tribal ownership, by failing to provide an effective form of communal title before 1894, was a

breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and

(b) its individualisation of land title was inconsistent with Ngāti Kuri tikanga, made land more susceptible to partition and alienation, and led to the fragmentation of land ownership. This contributed to the erosion of the traditional tribal structures, mana, and rangatiratanga of Ngāti Kuri. The Crown's failure to protect those collective tribal structures had a prejudicial effect on Ngāti Kuri and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Motu o pao

(7) The Crown acknowledges that—

(a) its assertion of ownership of Motuopao in 1875, as being surplus Crown lands, was premised on the island being part of the 1840 Muriwhenua transaction; and

(b) in 1871 the Crown abandoned any claim to ownership of the majority of lands within that transaction area; and

(c) in these circumstances, the Crown's assertion of ownership of Motuopao was particularly unjust and unreasonable, effectively a compulsory acquisition by the Crown without compensation, and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(8) The Crown recognises Motuopao is an ancient burial place and wāhi tapu for Ngāti Kuri. The Crown's desecration of Motuopao through the building of a lighthouse in 1877 was a source of significant grievance that drew repeated protest from Ngāti Kuri leaders.

Impact of nineteenth century land loss

(9) The Crown acknowledges that Crown and private purchasing alienated Ngāti Kuri from over 70% of their ancestral land by 1880, disturbed Ngāti Kuri's traditional resource use and settlement patterns, and severely limited their economic opportunities. This left Ngāti Kuri whānau dependent on a precarious cash economy based around gum digging.

Loss of control of Pārengarenga and Pākohu lands

(10) The Crown acknowledges that—

(a) in 1896, on the application of a single individual, ownership of almost all the remaining customary land in the Ngāti Kuri rohe (the approximately 60 000-acre Pārengarenga and Pākohu blocks) was awarded by the Native Land Court to over 500 individuals; and

(b) the crippling cost of surveying the land for the court's process left those owners with substantial survey debts and at risk of losing the land; and

(c) the Crown's intervention in 1904 to stop the owners permanently losing the land resulted in the Crown-appointed Māori Land Board having

complete authority over almost all Ngāti Kuri's remaining lands while the land was leased to private parties to pay the survey debt; and

(d) the survey debt was repaid by 1910 and its subsequent failure to return control of the land to the owners for more than 3 decades, despite repeated appeals from the owners for increased control over their land, was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(11) The Crown acknowledges that,—

(a) under the administration of the Māori Land Board, Ngāti Kuri were largely reduced to living on 3 small reserves, totalling less than 2 000 acres; and

(b) neither absentee nor resident owners received any on-payment of the rent the Land Board accumulated from leasing their other lands; and

(c) when the Crown approved the Board using the accumulated funds to assist development of Te Kao lands, with the intention of assisting Te Hāpua later, this disparity of approach was a source of grievance for Ngāti Kuri and gave rise to tension with their whanaunga; and

(d) the Crown was slow to provide basic infrastructure for Ngāti Kuri's remaining lands. Ngāti Kuri's main papakāinga at Te Hāpua did not have a consistent water supply or all-weather road access for too long; and

(e) the lack of infrastructure, combined with poor housing, insufficient arable land, and restricted economic opportunities, left Ngāti Kuri extremely impoverished and suffering significant economic hardship; and

(f) Ngāti Kuri had little access to adequate healthcare over a prolonged period, when nearly a quarter of the children at Te Hāpua died before they reached the age of 5 and the community suffered malnutrition and diseases such as typhoid and tuberculosis; and

(g) living conditions at Te Hāpua were the subject of national concern and repeated Crown inquiries in the 1920s and 1930s, with Ngāti Kuri leaders appealing to the Crown to either purchase adjoining private land sufficient to sustain them or provide the development assistance to enable the development of the adjoining lands that remained under Land Board control; and

(h) at this time development assistance was available to other New Zealanders, including other Māori on Te Hiku peninsula, and the Crown's selectivity in providing assistance to others but not to Ngāti Kuri is a continuing grievance for the iwi; and

(i) it concluded that the lands were unsuitable for development and pursued a policy of encouraging Ngāti Kuri to leave Te Hāpua.

(12) The Crown acknowledges that these policies and lack of economic opportunity led many whānau and working-age Ngāti Kuri to leave. The displacement of Ngāti Kuri people impeded inter-generational transfer of mātauranga (tradition-

al knowledge) and contributed to a decline in the use of te reo Māori. Alienation from the land also impeded the ability of Ngāti Kuri to exercise their cultural responsibility to provide manaakitanga and exercise kaitiakitanga.

(13) The Crown acknowledges that the people of Ngāti Kuri remained resilient in the face of these prejudicial circumstances and continued to work together to develop their land and economy to retain the iwi at Te Hāpua.

Development schemes

(14) The Crown also acknowledges that when it finally provided development assistance for the Pārengarenga lands in the 1950s—

(a) Ngāti Kuri were once again deprived of control of their land for decades while the land was under development; and

(b) the Māori Trustee actively pursued the purchase of individual shares from owners and, as a result, today the Māori Trustee retains a significant shareholding in the Pārengarenga incorporation.

(15) The Crown acknowledges that it promoted legislation to empower the Māori Trustee to compulsorily acquire shareholdings it considered to be uneconomic from Māori owners. The Crown acknowledges that this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, which affected owners of the Pākohu and Pārengarenga blocks and deprived some Ngāti Kuri of their last connection to their tūrangawaewae.

(16) The Crown acknowledges that Ngāti Kuri still feel the legacy of nineteenth and twentieth century land laws, which resulted in many Ngāti Kuri being excluded from connection to their tribal lands.

(17) The Crown acknowledges that many of those lands the people of Ngāti Kuri retain today are retained as individual shareholdings in incorporations, which hold land in a form of corporate, rather than tribal, title. This is inconsistent with, and does not adequately provide for or reflect, Ngāti Kuri tikanga.

Impact on resource use

(18) The Crown acknowledges that in the 1960s and 1970s it purchased several large blocks in the Ngāti Kuri rohe from private ownership and subsequently converted them to public reserves. This further restricted Ngāti Kuri use of and access to their mahinga kai and wāhi tapu.

(19) The Crown acknowledges that in the 1960s it wished to establish the Spirits Bay public campground and pressured Ngāti Kuri to leave the Kapowairua papakāinga they had occupied for generations by fencing off their living areas. The Crown particularly acknowledges that the resulting eviction of Ngāti Kuri from Kapowairua caused great spiritual and emotional pain to Ngāti Kuri.

(20) The Crown acknowledges—

(a) the importance to Ngāti Kuri of whenua, waterways, moana and maunga as part of their identity and as resources critical to their physical and cultural sustainability; and

(b) that land clearance and alienation has led to the destruction of important habitats for indigenous species of significance to Ngāti Kuri, such as pūpūharakeke; and

(c) that alienation from the land has restricted the ability of Ngāti Kuri to sustain and develop their own cultural knowledge or to exercise the protective authority of kaitiakitanga over many of those resources and taonga; and

(d) that Ngāti Kuri were not consulted when the Crown extended its control of natural resources to include minerals and that Ngāti Kuri remain aggrieved by the Crown's assumption of control.

(21) The Crown acknowledges the harmful effects on Ngāti Kuri of a state education system that for too long did not value Māori cultural understandings, discouraged the use of te reo Māori, and generally held low expectations for Māori academic achievement.

(22) The Crown acknowledges that, despite the Crown's failures to honour its obligations under te Tiriti o Waitangi/the Treaty of Waitangi, Ngāti Kuri have shown exemplary loyalty as citizens of our nation, including making the ultimate sacrifice in defence of New Zealand in overseas wars.

(23) Today, most Ngāti Kuri live outside their traditional rohe. The Crown acknowledges that the cumulative effects of its actions and omissions left Ngāti Kuri without suitable and sufficient land for their present and future needs and that this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(24) The Crown acknowledges that over the generations to the present day its actions have undermined the basis of Ngāti Kuri society and autonomy and have not been consistent with the honour of the Crown. The Crown acknowledges that redress for Ngāti Kuri for these wrongs is long overdue.

Ngā Whakaaetanga ā te karauna

(1) E whakaae ana Te Karauna, i raro i te Tiriti ō Waitangi ko tāna mahi he tino tiaki i ngā rawa Māori, ki te whakapūmau hoki i te tino rangatiratanga ō te Māori. E whakaae ana Te Karauna kāore i tutuki i ā rātou ēnei kī taurangi.

(2) E whakaae rawa ana te Karauna i hapa ia, i tōna kore i āta aro ki a Ngāti Kuri ā iwi nei, mē tōna hapa anō ki te whakamana mē te whakaae atu ki te rangatiratanga ō Ngāti Kuri, i noho ai hei whakamauāhara, ā, moroki noa nei.

Ngā Whenua i Hokona e Te Karauna i mua i te tau 1865

(3) E whakaae ana Te Karauna—

(a) i hē tana whakahāere i ngā whakaritenga e pā ana ki ngā pānga whenua, otirā i hapa Te Karauna i te mahuetanga i a ia ō Ngāti Kuri ki waho ō ngā whakaritenga ō te hoko ō te poraka Muriwhenua South 86 885 eka i te tau 1858; ā

(b) neke atu i te tahi toru ō te whenua ō Muriwhenua South nō Ngāti Kuri, arā ko te katoa ō te kūrae mai i te rāwhiti ki te uru. 100 eka ō te poraka i wehea ē Te Karauna ki te Māori, kāore hoki i whakarite tikanga kia kaua ai taua whenua rāhui e riro noa i a huhua; ā;

(c) nā roto mai ō ēnei āhuatanga mē te tino aro kore ō Te Karauna, mā roto atu i ēnei mahi mē ōna hapa ki te āta tiaki i ngā pānga ō Ngāti Kuri, ka noho ēnei hei parahuhu i ngā mātāpono ō Te Tiriti ō Waitangi.

(4) Waihoki, e whakaae ana Te Karauna e iti noa ana ngā hua, ngā painga rānei i taka mai ki ā Ngāti Kuri i te rironga ō ēnei whenua i Te Karauna. E whakaae ana Te Karauna i hokona ē ia ēnei whenua i mua noa anō i ngā tono ā tauiwi. Iti noa anō te noho tuturu, te hanga huarahi e hono atu ai te toenga o te rohe ō Ngāti Kuri ki ngā mākete mē ngā nohoanga pākehā, i ngā tau whai muri mai.

Te mahi me te hua o Ngā Ture Whenua Māori

(5) E whakaae ana Te Karauna—

(a) I mau tonu a Ngāti Kuri ki ōna whenua me ōna rauemi i raro i te tikanga Māori, arā ko tōna kaupapa mataamua nō te iwi, nō te hapū rānei te mana ki te whenua; ā

(b) mai i te 1865 ka whakanohoia e Te Karauna he tikanga whenua hou, kāore ia i āta kōrero ki a Ngāti Kuri, me te aha, ka hoatu tikanga ki te takitahi me te tuku i te whenua mai te mana taketake ki te kaupapa taitara herekore; ā

(c) Kore rawa a Ngāti Kuri i whakaae ki te whakarūhītanga o ngā tikanga ā ō rātou mātua tūpuna, otirā kāore he huarahi atu i te whai i ngā ture whenua hou a Te Karauna.

(6) E whakaae ana anō hoki Te Karauna arā, tae rawa mai ki te tau 1875 kua oti kē i te Kooti Whenua Māori te tuku ō te tokowhā ō ngā poraka, hui katoa 78 000 eka ki ngā tāngata tekau, iti iho rānei, ā, i roto i ngā tau poto noa, ko te nuinga o tēnei whenua ka riro ki te āhuatanga tūmataiti. E whakaae ana Te Karauna—

(a) ki te hapa ā Te Karauna ki te tino tiaki i ngā pānga ō Ngāti Kuri i ngā whenua tērā pea e hiahia ai rātou ki a mau tikanga ā iwi tonu tōna āhua. Nā te kore i whakarite i tētahi tikanga āhuatanga Māori i mua i te 1894, ka noho tēnei hei hapa e pā ana ki ngā mātāpono ō te Tiriti ō Waitangi; ā

(b) ko tana whakatakitahitanga i te taitara whenua kore rawa i hāngai ki ngā tikanga ō Ngāti Kuri, otirā ka noho pānekeneke te āhua ō te whenua e taea noatia ai te kārawarawa, te hoko, ko tōna otinga atu ko te wāwāhitanga ō ngā tikanga Māori e pā ana ki te whenua. Nō konei ka kitea te whakangoikoretanga ō ngā tikanga ā iwi, te mana mē te rangatiratanga hoki ō Ngāti Kuri. Ko te hapa ā Te Karauna ki te tiaki i aua tikanga ā iwi kā tū hei whakararu i te noho ā Ngāti Kuri, ka mutu, he tino hapa rawa tēnei nō ngā mātāpono ō te Tiriti ō Waitangi.

Motuopao

(7) E whakaae ana Te Karauna—

(a) i tana kauhau whai take ki Motuōpao i te tau 1875, nā runga i te pōhēhē he wāhanga tērā moutere nō roto i ngā whiriwhiri e pā ana ki Muriwhenua i te tau 1840; ā

(b) i te tau 1871 ka unuhia e Te Karauna ana takunga ki tōna mana e pā ana ki ngā whenua i roto i taua rohe; ā

(c) nā roto mai i ērā āhuatanga, ki te kauhau ā Te Karauna ki tōna whai pānga ki Motuōpao, he mahi tūkino, he take kore, otirā he hao nā Te Karauna arā, he takahi, he hapa rānei i ngā mātāpono ō te Tiriti ō Waitangi.

(8) E whakaae ana Te Karauna he urupā tahito, arā he wāhi tapu nō Ngāti Kuri a Motuōpao. Ko tētahi atu mōteatea nui ko te tūkinotanga o Motuōpao e Te Karauna i te hanganga i te whare tūrama i te tau 1877, i hua mai ai nga tohenga nui whakahē ā ngā rangatira ō Ngāti Kuri ki taua āhua.

Ko ngā whakawhiu ō ngā rironga whenua ō te rau tau tekau mā iwa

(9) E whakaae ana Te Karauna ko ngā hokohoko āna mē ērā ā te tangata tumataiti te take i wehea mai ai i a Ngāti Kuri i runga atu i te 70 ōrau o ō rātou whenua tūpuna tae noa ki te tau 1880. Nā konā ka whakararua ngā tikanga tuku iho tae atu hoki ki ō rātou kāinga taupua, ki ō rātou kāinga taupuni. I pā kaha te kore āheinga ō rātou kia whai oranga ai rātou. Ka noho ko te keri kāpia me tōna āhua pānekeneke te huarahi mahi moni ai mōna.

Te rironga o te mana whakahāere i ngā whenua o Pārengarenga me Pākohu

(10) E whakaae ana te Karauna—

(a) na runga i te tono ā te tangata kotahi i te tau 1896, ko te whai pānga tata ki te katoa o ngā whenua tupu i tō rātou rohe (ara tata ki te 60 000 eka o Pārengarenga mē Pākohu) i whakawhiwhia e te Kooti Whenua Māori ki ngā tāngata takitahi, neke atu i te rima rau katoa nei tō rātou tatauranga; ā

(b) ko te tino taimaha o te utu i te rūri o te whenua i raro i ngā whakatau ā te Kooti, ka noho hei pīkaunga mā te hunga whai pānga me te māharahara ka riro katoa atu hoki te whenua nā ngā nama nei; ā

(c) nā te uru mai ō Te Karauna i te tau 1904 hei kati i te ngarotanga tuturu katoa atu ō ō rātou whenua, ka whakatūria e Te Karauna ko te Māori Land Board (Te Poari Whenua Māori) kia noho hei mana whakahāere tata ki te katoa ō ngā pitopito whenua ō Ngāti Kuri. I rīhitia ngā whenua nei ki te hunga tūmataiti, kia taea ai te utu i ngā nama rūri; ā

(d) e whakaae ana anō Te Karauna i ea te nama rūri i te tau 1910, otirā e whakaae ana ki tōna taka hē ki te whakahoki i te mana whakahāere ō te whenua ki ngā ariki tūturu nuku atu i te toru tekau tau te takaroa, ahakoa ngā tono ngā īnoi ā ngā ariki kia tukua he wāhanga nui ake ki te

whakahaere i ō rātou whenua ki a rātou, he hapa tēnei i ngā mātāpono ō Te Tiriti ō Waitangi.

(11) E whakaae ana Te Karauna—

(a) arā i raro i ngā whakahāere ā Te Poari Whenua, ka whakawhāitingia kia noho a Ngāti Kuri ki ētahi rāhui iti e toru noa nei, arā, e 2 000 eka te rahi; ā

(b) kore rawa ngā hunga i noho i waho mē ēra i noho ki runga i te whenua i utua mō te reti i kohia e Te Poari Whenua nā runga i te rīhi i ētahi atu ō o rātou whenua; ā

(c) i te whakaaetanga ā Te Karauna kia riro mā te Poari e whakamahi ngā putea i kohia ai ki te whakawhanake i ngā whenua ō Te Kao, kō tētahi ō ōna kaupapa he āwhina i Te Hāpua. Nā te kore i pai, i tika hoki ō tēnei whakaaro, ka noho hei kaupapa moteatea mō Ngāti Kuri mē te ara ake anō ō te kirikawa i waenga i ā rātou me ō rātou whanaunga; ā

(d) i pōturi rawa Te Karauna ki te whakarite tikanga e pā ana ki te toenga ō ngā whenua ō Ngāti Kuri. Kāore he painga tuturu ō te puna wai mē te huarahi tōtika mō tētahi wā roa tonu i te papakāinga ō Ngāti Kuri i Te Hāpua; ā

(e) nā te kore tikanga tūturu, nā te paparewa ō ngā kāinga, nā te iti ō te whenua haumako, mē te pakeke ō te ara ki te oranga, ka mahue a Ngāti Kuri i roto i te tino pōharatanga i te tino pāhekeheke ō ngā āhuatanga ōhanga; ā

(f) he roa tonu te wā e iti noa ana te whai wāhi atu ō Ngāti Kuri ki ngā kaupapa hauora, nā konā ka kitea te matenga ō te hauwhā ō ngā tamariki i Te Hāpua i mua i te ekenga ki ngā tau e rima. I pā te ngau ō te mate kai mē ngā momo mate manauhea tae noa ki te taipō me te mate kohi; ā

(g) he kaupapa manawapā te āhua o te noho ā te tangata i Te Hāpua mā te motu whānui tae noa ki ngā uiui ā te Karauna i ngā tau o te 1920 me te 1930. I mātua īnoi ngā rangatira ō Ngāti Kuri ki Te Karauna kia hokona ngā whenua tūmataiti e rite ana hei oranga mō rātou. Ki te kore tērā, kia āwhinatia rātou ā pūtea ā tohutohu e taea ai te whakawhanake i ngā whenua āpiti e noho ana i raro i te whakahaere ā te Poari Whenua; ā

(h) i taua wā i whai wāhi atu ētahi atu tāngata o Aotearoa tae noa hoki ki ētahi Māori i Te Hiku ki ngā āwhina whakawhanake whenua. Kō te āwhina ā Te Karauna i ētahi atu ēngari kaua i ā Ngāti Kuri e noho tonu ana tēnei hei pāmamaetanga mā te iwi; ā

(i) e whakaae ana Te Karauna nōna te whakaaro ēhara kē aua whenua i te whenua haumako hei whakawhanaketanga, ka whai kē rātou i te huarahi whakahau kia whakarērea a Te Hāpua e Ngāti Kuri.

(12) E whakaae ana Te Karauna nā ēnei kaupapa mē te kore ara tūturu ki te orangatanga mō Ngāti Kuri, he maha ngā whānau mē te hunga e āhei ana ki te

mahi ō roto i ā Ngāti Kuri i wehewehe atu i o rātou whenua. Nā tēnei wehewehenga ō ngā whānau ō Ngāti Kuri ka pakeke, ka uaua te whakawhitiwhiti i tō rātou mātauranga Māori, nō konā ka tāmatemate hāere te āheinga ki te kōrero i Te Reo Māori. Kō ngā tikanga manaakitanga mē te whakaū i te kaupapa kaitiakitanga i waimāero nā te wehenga mai ō Ngāti Kuri i ōna whenua.

(13) E whakaae ana Te Karauna, arā, ahakoa ngā āhuatanga whakararu i ā rātou, i noho tonu te iwi ō Ngāti Kuri i roto i tōna manawanui ki te mahi tahi ki te whakawhanake i tō rātou whenua me ōna kaupapa oha kia mau tonu ai tōna iwi ki Te Hāpua.

Ngā kaupapa whakawhanake

(14) E whakaae ana anō Te Karauna i ā ia ka whakaae ki te tuku āwhina whakawhanake mō ngā whenua ō Pārengarenga i ngā tau ō te 1950—

(a) Ka tangohia anō te mana whakahāere ō Ngāti Kuri i ō rātou whenua i te wā ō te whakawhanaketanga i ō rātou whenua; ā

(b) i tahuri te Katitiaki Māori ki te hokohoko i ngā hea o ia tangata, ā, i te otinga, tae noa mai ki tēnei rā he wāhanga nui tonu ō ngā hea ō te kaporeihana ō Pārengarenga kei roto i ō te Kaitiaki Māori ringaringa.

(15) E whakaae ana Te Karauna i whakahaua e ia te whakatakoto ture kia āhei ai Te Kaitiaki Māori ki te tango noa i ngā pānga hea, e ai ki ā ia e noho hua kore ana, mai ngā ariki Māori. E whakaae ana Te Karauna he hapa tēnei i ngā mātāpono ō Te Tiriti ō Waitangi, i pākaha ai ki ngā ariki ō ngā whenua o Pākohu me Pārengarenga. Ko te otinga iho i wehea motuhake ētahi ō Ngāti Kuri mai i tō rātou tūrangawaewae.

(16) E whakaae ana Te Karauna kei te rongo tonu a Ngāti Kuri i ngā mamae i ngā kōhuki i whiua ki runga i a rātou e ngā ture o te rau tau rua tekau, otirā i wehea mai ai a Ngāti Kuri i ō rātou whenua tupu.

(17) E whakaae ana Te Karauna ko te maha ō ngā whenua e mau tonu ana i te iwi ō Ngāti Kuri he hea takitahi kei ngā kaporeihana kaore kē i raro i te taitara iwi. Kāore tēnei i te hāngai, ā, e kore anō hoki e whai wāhi mai ana ki roto i ngā tikanga ō Ngāti Kuri.

Ngā raru i pā ki te whakamahi i a rātou rauemi

(18) E whakaae ana Te Karauna i ngā tau ō te 1960 me te 1970 i hokona e ia ētahi poraka whenua rahi i te rohe ō Ngāti Kuri mai i te tangata tūmataiti, ka tohua hei whenua rāhui tūmatanui. Na tērā mahi ka taparere te āhua e whai wāhi atu ai a Ngāti Kuri ki ō rātou mahinga kai, ki ō rātou wahi tapu.

(19) E whakaae ana Te Karauna, i ngā tau ō te 1960 ko tōna hiahia ki te whakatū puni tūmatanui ka aruarutia a Ngāti Kuri kia wehe i te papakāinga o Kapowairua, he kāinga i nohoia ai e rātou i ngā whakatupuranga maha, arā ka taiepatia atu rātou ki waho i ō rātou papakāinga. E tino whakaae ana Te

Karauna nā te pananga ō Ngāti Kuri mai i Kapowairua ka tau ki runga i ā rātou ko te wairua parure, ko te ngākau mamae kino.

(20) E whakaae ana Te Karauna—

(a) ki te hiranga nui ki a Ngāti Kuri ō ngā whenua, ngā awa, te moana mē ngā maunga i roto i te whakaaro Māori ki ēnei mea katoa arā, "ko koe au, ko au koe." Otirā, he rauemi ēnei e pā kaha ana ki te oranga tinana ki te oranga wairua ki tō rātou ahurea tikanga; ā

(b) ko te whakahorehore i te whenua i ōna kakahu ake, me te tauhoko hoki i aua whenua ka hua mai ko te haepapatanga i ngā wāhi ō ngā kararehe mē ngā ngārara i whakaaronui atu ai a Ngāti Kuri, arā pēnei me te pūpūharakeke; ā

(c) na te wehenga ō Ngāti Kuri i ō rātou whenua ka whāiti te āheinga ō Ngāti Kuri ki te whakawhanake i ō rātou mātauranga ahurea, ki te whakaū i te mana kaitiakitanga i runga i te maha ō ngā rauemi mē ngā tāonga; ā

(d) waihoki kāore Te Karauna i kōrero, i haere rānei ki te whakawhitiwhiti whakaaro mē Ngāti Kuri i te wā i whakawhānuitia ai e Te Karauna tōna mana kī ngā rauemi tae atu ki ngā manawa whenua, e noho pāmamae tonu nei a Ngāti Kuri i te rironga o te mana whakahāere ō ēnei mea i Te Karauna.

(21) E whakaae ana Te Karauna ki ngā taimahatanga i whiua ē ia ki runga i ā Ngāti Kuri mā roto atu i ngā kura kāwanatanga, kāore nei aua momo kura i aro ki ngā tikanga ahurea Māori, kāore i āwhina ki te whakawhanake i Te Reo Māori me te aha, kāore hoki i whakapono ka taea e te Māori ngā mahi whai mātauranga.

(22) E whakaae ana Te Karauna ahakoa ōna hapa ki te whakatutuki ki te whakatinana hoki i ngā whakahau ō Te Tiriti ō Waitangi, i rangatira tonu te kawe ā Ngāti Kuri i a rātou ā iwi nei, ā tangata Aotearoa hoki, tae noa anō ki te haere ki te tinei i te mura o te ahi i ngā pakanga nui, iti hoki o te aō.

(23) Kei waho atu i tō rātou kāinga tuturu te nuinga o Ngāti Kuri e noho ana i ēnei rā. E whakaae ana Te Karauna nā roto atu i ōna hapa, i āna mahi hoki ka mahue a Ngāti Kuri i roto i te ahuatanga i uaua, i pakeke ai hoki ki a rātou kia whai oranga mō ēnei rā mē ngā rā kei te tū mai i mua i o rātou aroaro. He hapa rawa tēnei i ngā mātāpono ō Te Tiriti ō Waitangi.

(24) E whakaae ana Te Karauna, i roto mai i ngā whakatupuranga tae noa mai ki ēnei rā, nā ōna mahi ka whakarūhi nuitia te ahurea me te mana o Ngāti Kuri, waihoki kāore i whai i te āhua rangatira e tika ana ma Te Karauna. E whakaae ana Te Karauna kua roa rawa te wā e tatari ana a Ngāti Kuri i te puretumu mo ēnei hapa.

10 Apology

To nga uri o Ngāti Kuri, to the ancestors, those here today, and those who are yet to come, the Crown makes the following apology:

(1) The Crown unreservedly apologises for its failure to appropriately recognise and respect the mana and rangatiratanga of Ngāti Kuri. This was unprincipled and has left Ngāti Kuri almost invisible as an iwi in the history of Te Hiku o Te Ika.

(2) The Crown profoundly regrets its breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, which have had an enduring impact on Ngāti Kuri. The Crown is deeply sorry it has not acted with the utmost good faith towards Ngāti Kuri in a manner consistent with the honour of the Crown.

(3) These omissions restricted Ngāti Kuri's ability to act as kaitiaki over their taonga, wahi tapu, and whenua, and the compounding effects of successive flawed land laws progressively undermined their traditional tikanga and rangatiratanga. The Crown regrets the prejudice Ngāti Kuri have suffered as a result, including being marginalised on their ancestral lands, and a loss of tribal authority, social cohesion, traditional knowledge, and ability to develop economically.

(4) The Crown unreservedly apologies for the cumulative effects of its ongoing actions and omissions, which contributed to Ngāti Kuri suffering significant population losses and left the people in poverty, poor housing, and deep distress over successive generations.

(5) With this settlement the Crown seeks to atone for these acknowledged injustices and begin the process of reconciliation. The Crown intends, in the utmost good faith, from this point forward to begin a renewed and enduring relationship with Ngāti Kuri based on mutual trust, commitment, co-operation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles. This is done in the spirit of establishing a new and invigorated relationship based on mutual dignity and respect.

Te Whakapāha ā Te Karauna

Ki ngā uri ō Ngāti Kuri, ki ngā mātua tūpuna, ki a koutou kei konei i tēnei rā, ki ērā kāore anō kia whānau mai, ko ia tēnei ko te whakapāha ā Te Karauna—:

(1) E whakatakoto herekore ana Te Karauna i tōna whakapāha mō ōna hapa, mō tōna hē, ki te kore ōna i āta whakamana, whakarangatira hoki i a Ngāti Kuri. He āhuatanga mātāpono kore tēnei, waihoki ka noho a Ngāti Kuri ānō he "kanohi kitea kore," i roto i ngā kōrero i ngā whakapapa ō te ahurea ō Te Hiku ō Te Ika.

(2) E hohonu rawa ana te pōuri ō Te Karauna mō āna takahitanga i ngā mātāpono ō Te Tiriti ō Waitangi, e noho nei hei mamaetanga mō Ngāti Kuri. E kaha whakapāha ana Te Karauna, kāore i rangatira tuturu āna mahi ki a Ngāti Kuri.

(3) Na roto i ēnei hapa, kāore i taea e Ngāti Kuri te āta whakatutuki i tā te kaitiaki mahi i ngā tāonga, i ngā wāhi tapu me te whenua. Waihoki, ko te āki mai ā ngā ture whenua hē, ka tārehua hāeretia te mana o ō tikanga mē tōu rangatiratanga. E whakapāha ana Te Karauna i te whakahāweatanga i a Ngāti Kuri nā roto atu i te wehewehe mai i ā koutou i ō koutou whenua tupu, te takahi i te mana ō te iwi, te wehewehe tikanga, te wehewehe tangata, te ngaromanga ō te

mātauranga Māori, me te whakapakeke i te huarahi hei whakawhanake ōhanga mō koutou.

(4) E whakatakoto herekore ana Te Karauna i tōna whakapāha ki ngā huakore ō āna mahi me ōna hapa, i pākia kinotia ai a Ngāti Kuri, arā ko te ngaro tangata, ko te pōhara, ko ngā whare paea me te noho tino roa i roto i te kohuki.

(5) Mā roto atu i tēnei whakataunga e whai ana Te Karauna i te huarahi hei whakatika i ōna hē, kua whakaae nei ia ki aua hē, otirā e taea ai inaianei te whai i te huarahi ō te whakatau hoahoa ō te whakakotahi anō i ngā whakaaro ō Ngāti Kuri mē Te Karauna. Ko te takune ō Te Karauna, i roto i te tino pono, mai tēnei wā, ko te waihanga i tētahi whakawhanaungatanga tūturu mē Ngāti Kuri ko tōna tūāpapa ko te ngākau kotahi, ko te whakamaunga pono, ko te tautoko, me te whakaute i Te Tiriti ō Waitangi me ōna mātāpono. Ka mahia tēnei i roto anō i te whakaaro kia tīmataria anō he whakawhanaungatanga hou, kaha hoki, ko tōna tūāpapa ko te kawe i te whakaaro rangatira me te whakaute.

Interpretation provisions

11 Interpretation of Parts 1 to 3 generally

It is the intention of Parliament that the provisions of **Parts 1 to 3** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

12 Interpretation

In **Parts 1 to 3**, 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 136**

commercial redress property has the meaning given in **section 136**

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 136**

Crown forestry licence has the meaning given in **section 136**

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

deed of settlement—

(a) means the deed of settlement dated 7 February 2014 and entered into—

(i) by 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) by Abbey Subritzky Brown, Kahuipani Petera, Whitiora Abraham, Sheridan Aroha Waitai, Tom Petricevich, Donna Marie Smith, Graeme Neho, Lillian Grace Karaka, Walter John Wells, Henri Jacques Burkhardt, and Charlie Kyle Sucich for and on behalf of Ngāti Kuri; and

(b) includes—

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

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

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

~~**Historic Places Trust** has the meaning given to **Trust** in section 2 of the Historic Places Act 1993~~

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 Ngāti Kuri means an individual referred to in **section 13(1)**

NgāiTakoto and **Te Rūnanga o NgāiTakoto** have the meanings given in **sections 396 and 397 of Parts 8 to 10**

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**

Ngāti Kuri area of interest and **area of interest** mean the area set out in part 1 of the attachments

Peninsula Block has the meaning given in **section 136**

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

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

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

representative entity means—

(a) the trustees of Te Manawa O Ngāti Kuri Trust; 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 of the whānau, hapū, or groups referred to in **section 13(1)(c)**; or

(iii) 1 or more members of Ngāti Kuri

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 in **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 152**

RFR period has the meaning given in **section 152**

settlement date means the date that is 60 working days after the date on which **Parts 1 to 3** come into force

statutory acknowledgement has the meaning given in **section 109**

Te Aupouri and **Te Rūnanga Nui o Te Aupouri Trust** have the meanings given in **sections 191 and 192 of Parts 4 to 7**

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 and **Te Manawa** mean the trust of that name established by trust deed dated 7 February 2014

Te Rarawa and **Te Rūnanga o Te Rarawa** have the meanings given in **sections 576 and 577 of Parts 11 to 13**

tikanga means customary values and practices

trustees of Te Manawa and **trustees** means the trustees of Te Manawa acting in their capacity as trustees of the Te Manawa O Ngāti Kuri Trust

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 Ngāti Kuri

(1) In **Parts 1 to 3**, Ngāti Kuri—

(a) means the collective group of individuals who are descended from 1 or more Ngāti Kuri tupuna; and

(b) includes those individuals; and

(c) includes any whānau, hapū, or group to the extent that it is composed of those individuals, including the following:

(i) Ngāti Kaha:

(ii) Te Kari:

(iii) Whakakohatu:

(iv) Ngāti Waiora:

(v) Te Mahoe:

(vi) Ngāti Murikahara:

(vii) Patukirikiri:

(viii) Ringamaui:

(ix) Pohotiare:

(x) Te Rori:

(xi) Patukohatu.

(2) In this section and **section 14**,—

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 the tikanga of Ngāti Kuri

Ngāti Kuri tupuna means an individual who—

(a) exercised customary rights by virtue of being descended from a primary tupuna of Ngāti Kuri; and

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

primary tūpuna of Ngāti Kuri are—

(a) Pohurihanga of the waka Kurahaupo:

(b) Maieke.

14 Meaning of historical claims

(1) In **Parts 1 to 3**, **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 Ngāti Kuri 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 Ngāti Kuri or a representative entity, including each of the following claims, to the extent that **subsection (2)** applies to the claim:

(i) Wai 41 (Ngati Kuri lands claim):

(ii) Wai 633 (Ngati Kuri claim):

(iii) Wai 739 (Rewi Hongi Whanau Trust):

(iv) Wai 747 (Ngati Kuri Tribal Lands):

(v) Wai 916 (Parengarenga 6 and 7 blocks):

(vi) Wai 1692 (Whanau Hapu o Te ~~Hapua~~ Hāpua Ahikaa claim):

(vii) Wai 1867 (Ngati Kuri (Hoana Karekare) 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 Ngāti Kuri or a representative entity:

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

(ii) Wai 45 (Muriwhenua land):

(iii) Wai 150 (Allocation of Radio Frequencies claim):

(iv) Wai 160 (Guardianship Act claim):

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

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

(vii) Wai 292 (Te Kao Lands and Waterways claim):

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

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

(x) Wai 1847 (Ngāti Kuri and Te Aupouri (Frances Brunton) claim):

(xi) Wai 1980 (Parengarenga 3G Block claim):

(xii) Wai 2000 (Harihona Whanau claim).

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

(a) a claim that a member of Ngāti Kuri, 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 of Ngāti Kuri; or

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

(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 "**Parts 1 to 3 of the Te Hiku Claims Settlement Act 2014**, **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 the exclusive RFR land or the shared RFR land on and from the RFR date for the land; or

(d) for the benefit of Ngāti Kuri 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) 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 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 Manawa O Ngāti Kuri Trust 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 the Te Manawa O Ngāti Kuri Trust 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 **Parts 1 to 3** has the same effect as a provision in 1 or more of **Parts 4 to 7**, **Parts 8 to 10**, or **Parts 11 to 13**, the provisions must be given effect to only once as if they were 1 provision.

Part 2
Cultural redress for Ngāti Kuri

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 1**:

Properties vested in fee simple

(a) Murimotu Island:

(b) The Pines Block:

(c) Te ~~Hapua~~ Hāpua School site B:

(d) Tirirangi Urupā:

Properties vested in fee simple subject to conservation covenant

(e) Mokaikai Pā:

(f) Wairoa Pā:

(g) Wharekawa Pā:

Properties vested in fee simple to be administered as reserves

(h) Kapowairua:

(i) Mokaikai:

(j) Te Raumanuka:

(k) Te Rerenga Wairua:

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

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

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

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

Lake and lakebed properties vested in fee simple

(p) bed of Lake Ngākeketo:

(q) Waihopo Lake property

joint management body means the body to be established under **section 55** to manage Beach sites A, B, C, and D

jointly vested property means each of the properties named in **paragraphs (a) and (l) to (q)** of the definition of cultural redress property

lake means—

(a) the space occupied from time to time by the waters of the lake at their highest level without overflowing its banks; and

(b) the airspace above the water; and

(c) the bed below the water

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

Properties vested in fee simple

23 Murimotu Island

(1) The part of Murimotu Island that is a conservation area under the Conservation Act 1987 ceases to be a conservation area under that Act.

(2) The fee simple estate in the part of Murimotu Island that is not a conservation area (and is not the part of Murimotu Island freed of its status as a conservation area under **subsection (1)**) vests in the Crown as Crown land subject to the Land Act 1948.

(3) The fee simple estate in Murimotu Island 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 the Te Rūnanga Nui o Te Aupouri Trust under **section 203 of Parts 4 to 7**.

(4) **Subsections (1) to (3)** do not take effect until the trustees referred to in **subsection (3)** have jointly provided Maritime New Zealand with a registrable lease on the terms and conditions set out in part 6.2 of the documents schedule.

(5) The Murimoto Island lease is not a subdivision for the purposes of section 218(1)(a)(iii) of the Resource Management Act 1991.

(6) Improvements in or on ~~Murimoto~~ Murimotu Island do not vest in the trustees, despite the vestings referred to in **subsection (3)**.

24 The Pines Block

(1) The reservation of the Pines Block (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

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

(3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable right of way easement in gross on the terms and conditions set out in part 5.19 of the documents schedule.

25 Te ~~Hapua~~ Hāpua School site B

(1) This section applies subject to **section 26**.

(2) The fee simple estate in Te ~~Hapua~~ Hāpua School site B (being Te Hapua School site B) vests in the trustees.

(3) **Subsection (2)** does not take effect until—

(a) the trustees have provided the Crown with a registrable lease in relation to Te ~~Hapua~~ Hāpua School site B on the terms and conditions set out in part 6.1 of the documents schedule; and

(b) registrable easements, if any, required by clause 8.5 of the deed of settlement have been entered into.

26 Vesting and alternative description of Te ~~Hapua~~ Hāpua School site B in specified circumstances

(1) In this section, **Te ~~Hapua~~ Hāpua School House site** means the areas shown labelled "A", "B", and "C" on the Te ~~Hapua~~ Hāpua School House site plan (OTS-088-41) in part 2.2 of the attachments.

(2) If the board of trustees of Te ~~Hapua~~ Hāpua School relinquishes the beneficial interest it has in Te ~~Hapua~~ Hāpua School House site as provided for in clause 8.3 of the deed of settlement, **section 25(2) and (3)(a)** applies, but in relation to Te ~~Hapua~~ Hāpua School site B as described in **Part 2 of Schedule 1**.

(3) However, if the board of trustees of Te ~~Hapua~~ Hāpua School does not relinquish the beneficial interest it has in Te ~~Hapua~~ Hāpua School House site as provided for in clause 8.3 of the deed of settlement, **section 25(2) and (3)** applies in relation to Te ~~Hapua~~ Hāpua School site B as described in **Part 1 of Schedule 1**.

27 Tirirangi Urupā

(1) The reservation of the Tirirangi Urupā (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

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

(3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable easement for a right to convey water on the terms and conditions set out in part 5.18 of the documents schedule.

Properties vested in fee simple subject to conservation covenant

28 Mokaikai Pā

(1) The reservation of Mokaikai Pā (being part of Mokaikai Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Mokaikai Pā 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 Mokaikai Pā on the terms and conditions set out in part 5.10 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.

29 Wairoa Pā

(1) The reservation of Wairoa Pā (being part of Mokaikai Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Wairoa Pā 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 Wairoa Pā on the terms and conditions set out in part 5.8 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.

30 Wharekawa Pā

(1) The reservation of Wharekawa Pā (being part of Mokaikai Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Wharekawa Pā 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 Wharekawa Pā on the terms and conditions set out in part 5.9 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.

Properties vested in fee simple to be administered as reserves

31 Kapowairua

(1) The reservation of Kapowairua (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

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

(3) The ~~part~~ parts of Kapowairua ~~shaded blue on OTS-088-23 (subject to survey) is~~ that are Sections 15, 16, 19, 20, and 21 SO 469373 are 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 Kapowairua Recreation Reserve.

(5) The part of Kapowairua ~~shaded green on OTS-088-23 (subject to survey)~~ that is Section 17 SO 469373 is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.

(6) The reserve referred to in **subsection (5)** is named Kapowairua Scenic Reserve.

(7) **Subsections (1) to (6)** do not take effect until the trustees have provided the Crown with ~~a registrable right of way easement in gross on the terms and conditions set out in part 5.12 of the documents schedule.~~—

(a) a registrable right of way easement in gross on the terms and conditions set out in part 5.12 of the documents schedule; and

(b) a registrable easement for a right to convey water on the terms and conditions set out in part 5.18 of the documents schedule.

(8) Despite the provisions of the Reserves Act 1977, the ~~easement~~ easements—

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

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

32 Mokaikai

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

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

(3) Mokaikai is declared a reserve and classified as a scenic reserve for the purposes of section 19(1)(a) of the Reserves Act 1977.

(4) The reserve is named Takapaukura Scenic Reserve.

(5) The Minister of Conservation must provide the trustees with a registrable right of way easement on the terms and conditions set out in part 5.17 of the documents schedule.

(6) The easement required by **subsection (5)**—

(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.

(7) **Subsections (1) to (6)** do not take effect until the trustees have provided the Crown with a registrable right of way easement in gross on the terms and conditions set out in part 5.16 of the documents schedule.

(8) Despite the provisions of the Reserves Act 1977, the easement required by **subsection (5)**—

(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.

33 Te Raumanuka

(1) Te Raumanuka ceases to be a conservation area under the Conservation Act 1987.

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

(3) Te Raumanuka 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 Raumanuka Historic Reserve.

(5) **Subsections (1) to (4)** do not take effect until the trustees have provided the Crown with a registrable right of way easement in gross on the terms and conditions set out in part 5.15 of the documents schedule.

(6) Despite the provisions of the Reserves Act 1977, the easement—

(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.

34 Te Rerenga Wairua

(1) The reservation of part of Te Rerenga Wairua (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Te Rerenga Wairua vests in the trustees.

(3) Te Rerenga Wairua 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 Rerenga Wairua Historic Reserve.

(5) **Subsections (1) to (4)** to not take effect until the trustees have provided—

(a) a registrable right of way easement in gross in favour of the Minister of Conservation on the terms and conditions set out in part 5.14 of the documents schedule; and

(b) a registrable right of way easement in gross in favour of Maritime New Zealand on the terms and conditions set out in part 5.13 of the documents schedule; and

(c) a registrable lease to Maritime New Zealand on the terms and conditions set out in part 6.3 of the documents schedule.

(6) Despite the provisions of the Reserves Act 1977, the easements and lease required by **subsection (5)**—

(a) are enforceable in accordance with their terms; and

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

(7) Improvements in or on Te Rerenga Wairua do not vest in the trustees, despite the vesting referred to in **subsection (2)**.

(8) The right of way easement created by Proclamation 11625 (North Auckland Land District) is cancelled to the extent that it relates to Te Rerenga Wairua.

(9) The Registrar-General must note the effect of **subsection (8)** on Proclamation 11625 without any further inquiry.

35 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 Rūnanga Nui o Te Aupouri Trust under **section 214 of Parts 4 to 7**; and
- (c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 410 of Parts 8 to 10**; and
- (d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 610 of Parts 11 to 13**.

(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 55** 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 56**.

36 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 Rūnanga Nui o Te Aupouri Trust under **section 215 of Parts 4 to 7**; and

(c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 411 of Parts 8 to 10**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 611 of Parts 11 to 13**.

(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 55** 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 56**.

37 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 Rūnanga Nui o Te Aupouri Trust under **section 216 of Parts 4 to 7**; and

(c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 412 of Parts 8 to 10**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 612 of Parts 11 to 13**.

(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 55** 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 56**.

38 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 Rūnanga Nui o Te Aupouri Trust under **section 217 of Parts 4 to 7**; and

(c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 413 of Parts 8 to 10**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 613 of Parts 11 to 13**.

(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 55** 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 56**.

39 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 of the site by the joint management body established under **section 55**.

(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)**.

Lake and lakebed properties vested in fee simple

40 Bed of Lake Ngākeketo

(1) The reservation of the bed of Lake Ngākeketo (the recorded name of which is Lake Ngakeketa, being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in the bed of Lake Ngākeketo 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 the Te Rūnanga Nui o Te Aupouri Trust under **section 220 of Parts 4 to 7**.

(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 the bed of Lake Ngākeketo on the terms and conditions set out in part 5.11 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.

(5) The bed of Lake Ngākeketo is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

(6) To avoid doubt, the vesting under **subsection (2)** does not give any rights to, or impose any obligations on, the trustees in relation to—

(a) the waters of the lake; or

(b) the aquatic life of the lake (other than plants attached to the bed of the lake).

(7) To the extent that the bed of Lake Ngākeketo has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

(8) 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.

41 Lake Ngākeketo Recreation Reserve

(1) The Crown stratum above the bed of Lake Ngākeketo continues to be a reserve and continues to be classified as a recreation reserve subject to section 17 of the Reserves Act 1977.

(2) The reserve is named Lake Ngākeketo Recreation Reserve.

(3) In this section, **Crown stratum** means the space occupied by—

(a) the water of the lake; and

(b) the air above the water.

42 Waihopo Lake property

(1) The fee simple estate in the Waihopo Lake property 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 the Te Rūnanga Nui o Te Aupouri Trust under **section 221 of Parts 4 to 7**.

(2) The Waihopo Lake property is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

(3) To the extent that the Waihopo Lake property has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

43 Conditions applying to use of Waihopo Lake property

(1) The vesting of the Waihopo Lake property by **section 42(1)** does not limit or otherwise affect any lawful right of access to, or use of, Waihopo Lake.

(2) Members of the public may carry out any lawful recreational activities in or on Waihopo Lake without interference by or on behalf of the trustees.

(3) In this section, **recreational activity**—

(a) includes swimming, boating, waterskiing, fishing, and duck shooting; but

(b) does not include an activity—

(i) that is lawful under any enactment or that must be carried out in accordance with an enactment; or

(ii) for which members of the public are required by or under any enactment to hold a licence or permit authorising the activity, unless the activity is carried out under and in accordance with the necessary licence or permit; or

(iii) that involves attaching a fixture to the Waihopo Lake property or that carries a risk of significant adverse effect to the lake.

(4) To avoid doubt, the vesting of the Waihopo Lake property does not give any rights to, or impose any obligations on, the trustees in relation to—

(a) the waters of Waihopo Lake; or

(b) the aquatic life of the lake (other than plants attached to the bed of the lake).

General provisions applying to vesting of cultural redress properties

44 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 1**.

45 Interests in land for certain reserve properties

(1) This section applies to each of Beach sites A, B, C, and D 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 1**,—

(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 56**.

46 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 1**, 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) 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.

47 Vesting of share of fee simple estate in property

In **sections 48 to 51**, 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.

48 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 a jointly vested property or Kapowairua), 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 8 of the deed of settlement.

(4) **Subsection (5)** applies to a cultural redress property (other than a jointly vested property or Kapowairua), but only to the extent that **subsection (2)** does not apply to the property.

(5) 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 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) **Subsection (7)** applies to Kapowairua.

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

(a) create 2 computer freehold registers for the fee simple estate in the property in the names of the trustees; and

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

(8) For a jointly vested 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 applications.

(9) **Subsections (5) to (8)** are subject to the completion of any survey necessary to create a computer freehold register.

(10) 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 jointly vested, 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.

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

(a) the chief executive of LINZ, for the Waihopo Lake property:

(b) the Secretary for Education, for Te ~~Hapua~~ Hāpua School site B:

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

(i) Murimotu Island:

(ii) Te Rerenga Wairua:

(iii) Mai i Waikanae ki Waikoropūpūnoa:

(iv) Mai i Hukatere ki Waimahuru:

(v) Mai i Ngāpae ki Waimoho:

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

49 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 reserve property.

(3) Part 4A of the Conservation Act 1987 does not apply to the vesting of—

(a) bed of Lake Ngākeketo; or

(b) Waihopo Lake property.

(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) **Subsections (2) and (4)** do not limit **subsection (1)**.

50 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),—

(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 49(4) and 56**; and

(b) for a jointly vested reserve property to which **section 48(7)** 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 45(4), 49(4), and 56**; and

(c) for each of the following properties, that Part 4A of the Conservation Act 1987 does not apply:

(i) bed of Lake Ngākeketo; and

(ii) Waihopo Lake property; and

(d) 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), 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 49(4) and 56**; 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 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 48** 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 45(4), 49(4), and 56**; 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 48** or derived from a computer freehold register created under that section, for the part of the property that remains a reserve.

(5) The Registrar-General must comply with applications received in accordance with **subsection (3)(a) or (4)(a)**, as relevant.

51 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.

52 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 cultural redress property.

(2) Any such easement is—

(a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and

(b) to be treated as having been granted in accordance with Part 3B of that Act; and

(c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

53 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.

Further provisions applying to reserve properties

54 Application of other enactments to reserve properties

(1) The trustees are the administering body of a reserve property, except as provided for in **sections 35 to 38**.

~~(2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve property, despite sections 48A(6), 114(5), and 115(6) of that Act.~~

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

(4) 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.

(5) 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.

(6) 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.

55 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 Rūnanga Nui o Te Aupouri Trust; and

(c) the trustees of Te Rūnanga o NgāiTakoto; and

(d) the trustees of Te Rūnanga o Te Rarawa.

(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.

56 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 may be transferred only in accordance with **section 58**.

(3) The fee simple estate in the reserve land in any other property may be transferred only in accordance with **section 57 or 58**.

(4) In this section and **sections 57 to 59**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

57 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.

58 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 a 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.

59 Reserve land not to be mortgaged

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

60 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 redress

Interpretation

61 Interpretation

In this subpart and **Schedule 2**,—

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 65(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 73**

Beach sites A, B, C, and D means the properties listed in **paragraphs (l) to (o)** 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 6 of the attachments

commissioners means accredited persons appointed to a panel under **section 70**

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 65(1)(a) to (d)**; and

(b) if **section 65(2)** 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 70** 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 63(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 62** 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

62 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

63 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 65**, 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 appointment issued by the relevant appointer.

(5) **Part 1 of Schedule 2** sets out provisions relating to the members and procedures of the Board.

64 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.

65 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 Rūnanga Nui o Te Aupouri Trust:

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

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

(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 66(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 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.

66 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 for that position by the mandated repre-

sentatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one).

(3) The mandated representatives of Ngāti Kahu (or their 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 65(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

67 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 55** for Beach sites A, B, C, and D; and

(h) to take any other action that the Board considers is appropriate for 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.

68 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

69 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.

70 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 65 or 66** must appoint up to half of the members of the panel from the list of commissioners compiled under **section 69(1)(b)**.

(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 69(1)(b)**; 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)**.

71 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.

72 Obligation of Board

The Board must provide guidelines to the Councils as to the information that is required under **section 71**, 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

73 Preparation and approval of beach management plan

(1) The Board must prepare and approve a beach management plan as required by **section 67(3)(a)** in accordance with the requirements set out in **Part 2 of Schedule 2**.

(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 65(1)(a) to (d)** are the members of the subcommittee.

74 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

75 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 74(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.

76 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 74(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.

77 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

78 Application of other Acts to Board

(1) To the extent that they are relevant to the purpose and functions of the Board under **Parts 1 to 3**, the provisions of the following Acts apply to the Board, with the necessary modifications, unless otherwise provided in this subpart or **Schedule 2**:

(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 (9)(b),~~ 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 65**.

Subpart 3—Korowai

79 Interpretation

In this subpart and **Schedule 3**,—

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 6.149 of the deed of settlement

customary materials plan means the plan provided for by **section 105** and **Part 3 of Schedule 3**

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 88**

korowai area—

(a) means the land administered by the Department of Conservation, as shown on the plan included as Appendix 3 to part 6 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 84**) the area that Ngāti Kahu identify as their 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 83(1)(a)**; and

(b) if **section 83(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 85(a)**; and

(b) the CMS described in **section 85(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 6.130 and 6.131 of the deed of settlement

representatives, in relation to Te Hiku o Te Ika iwi, means the representatives appointed in accordance with clause 6.148 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 81**

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 6 of the deed of settlement

wāhi tapu framework means the framework provided for by **section 106**

wāhi tapu management plan means the management plan provided for in **Part 4 of Schedule 3**.

Overview of, and background to, korowai redress

80 Overview and background

(1) The provisions of this subpart, **Schedule 3**, and part 6 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 individual 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

81 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 3** provides otherwise.

82 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 Te Hiku o Te Ika Conservation Board

83 Appointment of members of Te Hiku o Te Ika Conservation Board

(1) The Te Hiku o Te Ika Conservation Board consists of—

(a) 4 members appointed by the Minister of Conservation as follows:

(i) 1 member, on the nomination of the trustees; and

(ii) 1 member, on the nomination of the trustees of the Te Rūnanga Nui o Te Aupouri Trust; and

(iii) 1 member, on the nomination of the trustees of Te Rūnanga o NgāiTakoto; and

(iv) 1 member, on the nomination of the trustees of Te Rūnanga o Te Rarawa; and

(b) 4 members appointed by the Minister.

(2) If the Ministers give notice under **section 84(3)** that Ngāti Kahu will participate in the korowai redress on an interim basis, as provided for by **section 84**, 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 3**.

84 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 on 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 83(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

85 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 95**; 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.

86 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 106**; 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

87 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.

88 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 86(3)**.

89 Notification of draft document

(1) As soon as practicable after the date on which preparation of the draft document commences under **section 88**, 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.

90 Submissions

(1) Any person may, before the date specified in the notice given under **section 89(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.

91 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 89(4)**.

(3) The hearing of submissions must be concluded not later than 2 months after the date specified in the notice given under **section 89(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 89(4)**.

92 Revision of draft document

The parties must, after considering the submissions heard and other views received under **section 89(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 91(4)**.

Approval process

93 Submission of draft document to Conservation Authority

(1) After considering the draft document and the summary of submissions provided under **section 92**, 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.

94 Approval of Te Hiku CMS

(1) The Conservation Authority—

(a) must consider the draft document and any relevant information provided to it under **section 93(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.

95 Effect of approval of Te Hiku CMS

On and from the day that the draft document is approved under **section 94**,—

(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 85(b)** ceases to apply in the korowai area.

Review and amendment of Te Hiku CMS

96 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 87 to 94**, 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 94** (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.

97 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 96** 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 85(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 87 to 94**, with the necessary modifications, as if those provisions related to the review procedure.

98 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 87 to 94**, 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 93 and 94** 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

99 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 87 to 98**, 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 100** to be followed.

(2) Within 15 working days of the notice being 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 after the date of the notice 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.

100 Mediation

(1) If resolution is not reached within a reasonable time under **section 99**, 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 equally the costs of a mediator appointed under this section and related expenses; but

(c) in all other respects, meet their own costs and expenses in relation to the mediation.

101 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 99(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

102 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.

103 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

104 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 3**, which provide a transparent decision-making framework for conservation matters in the korowai area.

Transfer of decision-making and review functions

105 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 3** provides for the contents of the customary materials plan and the process by which it is to be prepared.

106 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 3** provides for the contents of the wāhi tapu framework and the process by which it is to be prepared.

107 Protection of spiritual and cultural integrity of Te Rerenga Wairua Reserve

Part 5 of Schedule 3 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

108 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 6 of the deed of settlement.

Subpart 4—Statutory acknowledgement

109 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 Ngāti Kuri of their particular cultural, historical, spiritual, and traditional association with the statutory area; and

(b) set out in part 2.1 of the documents schedule

statutory acknowledgement means the acknowledgement made by the Crown in **section 110** in respect of the statutory areas, on the terms set out in this subpart

statutory area means an area described in **Schedule 4**, 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

110 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association for the statutory areas.

111 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are—

(a) to require relevant consent authorities, the Environment Court, and ~~the Historic Places Trust~~ Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with **sections 112 to 114**; 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 115 and 116**; and

(c) to enable the trustees and any member of Ngāti Kuri to cite the statutory acknowledgement as evidence of the association of Ngāti Kuri with a statutory area, in accordance with **section 117**.

112 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.

113 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.

~~**114 Historic Places Trust and Environment Court to have regard to statutory acknowledgement**~~

~~(1) This section applies to an application made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.~~

~~(2) On and from the effective date, the Historic Places Trust must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 14 of the Historic Places Act 1993 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 20 of the Historic Places Act 1993, an appeal against a decision of the Historic Places Trust in relation to the application.~~

~~(4) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.~~

114 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.

115 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 110 to 114, 116, and 117**; 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.

116 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.

117 Use of statutory acknowledgement

(1) The trustees and any member of Ngāti Kuri may, as evidence of the association of Ngāti Kuri 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) the Historic Places Trust; 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 Ngāti Kuri are precluded from stating that Ngāti Kuri 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

118 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.

119 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 any 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 Ngāti Kuri 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.

120 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

121 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 "**Parts 1 to 3 of the Te Hiku Claims Settlement Act 2014**".

Subpart 5—Protocols

122 Interpretation

In this subpart,—

protocol—

(a) means each of the following protocols issued under **section 123(1)(a)**:

(i) the ~~culture and heritage~~ taonga tūturu protocol:

(ii) the protocol with the Minister of Energy and Resources:

(iii) the fisheries protocol; and

(b) includes any amendments made under **section 123(1)(b)**

responsible Minister means,—

(a) for the protocol with the Minister of Energy and Resources, that Minister:

(b) for the fisheries protocol, the Minister for Primary Industries:

(c) for the ~~culture and heritage~~ taonga tūturu protocol, the Minister for Arts, Culture and Heritage:

(d) 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

123 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.

124 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 Ngāti Kuri or a representative entity.

125 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)**.

Crown minerals

126 Protocol with Minister of Energy and Resources

(1) The chief executive of the department of State responsible for the administration of the Crown Minerals Act 1991 must note a summary of the terms of the protocol with the Minister of Energy and Resources in—

(a) a register of protocols maintained by the chief executive; and

(b) the minerals programmes that affect the protocol area, but only when those programmes are changed.

(2) The noting of the summary is—

(a) for the purpose of public notice only; and

(b) not a change to the minerals programmes for the purposes of the Crown Minerals Act 1991.

(3) The protocol with the Minister of Energy and Resources does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown minerals.

(4) In this section,—

Crown mineral means a mineral, as defined in section 2(1) of the Crown Minerals Act 1991,—

(a) that is the property of the Crown under section 10 or 11 of that Act; or

(b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

~~**protocol area**, in relation to the protocol with the Minister of Energy and Resources, means the area shown on the map attached to that protocol, together with the adjacent waters~~

minerals programme has the meaning given in section 2(1) of the Crown Minerals Act 1991~~.~~

protocol area, in relation to the protocol with the Minister of Energy and Resources, means the area shown on the map attached to that protocol, together with the adjacent waters.

~~Culture and heritage~~ Taonga tūturu protocol

127 ~~Culture and heritage~~ Taonga tūturu protocol

(1) The ~~culture and heritage~~ 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

128 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

129 Interpretation

In this subpart,—

fisheries protocol area has the meaning given in **section 128(4)**

Minister means the Minister for Primary Industries.

Ngāti Kuri fisheries advisory committee

130 Appointment of Ngāti Kuri 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 Ngāti Kuri 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.

(3) The Minister must consider any advice given by the Ngāti Kuri fisheries advisory committee.

(4) In considering any advice, the Minister must recognise and provide for the customary, non-commercial interests of Ngāti Kuri.

Joint fisheries advisory committee

131 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—

(a) the fisheries protocol area; and

(b) the fisheries protocol areas provided for by—

(i) **section 309 of Parts 4 to 7**; and

(ii) **section 509 of Parts 8 to 10**; and

(iii) **section 705 of Parts 11 to 13**.

(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

132 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.

133 Official geographic names

(1) A name specified in the second column of the table in clause 8.32 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.

134 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 under **section 133** 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.

135 Subsequent alteration of official geographic names

(1) In making a determination to alter the official geographic name of a feature named by 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 Te Rūnanga o NgāiTakoto; and

(c) the trustees of Te Rūnanga o Te Rarawa; and

(d) the trustees of the Te Rūnanga Nui o Te Aupouri Trust.

(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.

Part 3
Commercial redress

136 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 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 defined as cultural redress properties in **section 22**; and

(b) means Hukatere Pā, as defined in **section 201** of **Parts 4 to 7**; and

(c) means Hukatere site A, as defined in **section 406 of Parts 8 to 10**; and

(d) means Hukatere site B, as defined in **section 586 of Parts 11 to 13**; but

(e) 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

joint licensor governance entities means, in relation to the Peninsula Block,—

(a) the trustees; and

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

(c) the trustees of Te Rūnanga o NgāiTakoto; and

(d) the trustees of Te Rūnanga o Te Rarawa

land holding agency means the land holding agency specified for a commercial redress property in part 3 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 in 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 that ~~is—~~

~~(a) a wāhi tapu or wāhi tapu area within the meaning of section 2 of the Historic Places Act 1993; and~~

~~(b) a registered place within the meaning of section 2 of the Historic Places Act 1993~~

(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 the trustees of each of the Peninsula Block settlement trusts

right of access means the right conferred by **section 149**.

Subpart 1—Transfer of commercial redress properties

137 The Crown may transfer properties

To give effect to part 9 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 to the trustees; and

(b) sign a transfer instrument or other document, or do anything else necessary to effect the transfer.

138 Transfer of share in fee simple estate in property

In **this subpart** and **subparts 2 and 3**, a reference to the transfer of a commercial redress 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.

139 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.

(2) An 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.

140 Computer freehold registers for commercial redress properties

(1) This section applies to a commercial redress property (other than the Peninsula Block) that is to be transferred to the trustees under **section 137**.

(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 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.

(4) **Subsection (3)** is subject to the completion of any survey necessary to create a computer freehold register.

(5) In this section and **sections 141 and 142**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

141 Computer freehold register for Peninsula Block

(1) This section applies to the Peninsula 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.

142 Authorised person may grant covenant for later creation of computer freehold register

(1) For the purposes of **sections 140 and 141**, the authorised person may grant a covenant for the later creation of a computer freehold register for any commercial redress 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.

143 Application of other enactments

(1) This section applies to the transfer to the trustees of the fee simple estate in a commercial redress 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 any matter incidental to, or required for the purpose of, the transfer.

(6) In exercising the powers conferred by **section 137**, 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)**.

144 Transfer of Te Paki Station

(1) This section relates to the commercial redress property described as Te Paki Station in part 3 of the property redress schedule.

(2) The reservation of Te Paki Station (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(3) The official geographic name of Te Paki Recreation Reserve is discontinued in respect of Te Paki Station, and the Board must amend the Gazetteer accordingly.

(4) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation of the reserve status of Te Paki Station under **subsection (2)**.

(5) The trustees must provide the Crown with a registrable covenant in relation to Te Paki Station on the terms and conditions set out in part 5.1 of the documents schedule.

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

(7) The right of way easement created by Proclamation 11625 (North Auckland Land District) is cancelled to the extent that it relates to Te Paki Station.

(8) The Registrar-General must note the effect of **subsection (7)** on Proclamation 11625 without any further inquiry.

(9) In **subsection (3)**, **Board**, **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.

Subpart 2—Licensed land

145 Peninsula Block ceases to be Crown forest land

(1) The Peninsula Block ceases to be Crown forest land on the registration of the transfer 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 9 of the deed of settlement, or part 4 of the property redress schedule.

146 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.

(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.

(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 the Peninsula Block and the cultural forest land properties.

(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 the Peninsula Block and the cultural forest land properties; 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 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.

147 Effect of transfer of Peninsula Block

Section 146 applies whether or not—

(a) the transfer of the fee simple estate in the Peninsula Block has been registered; or

(b) the processes described in clause 17.4 of the Crown forestry licence have been completed, providing a single licence for the Peninsula Block and the cultural forest land properties.

148 Licence splitting process must be completed

(1) To the extent that the Crown has not completed the processes referred to in **section 147(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 that is payable for the Peninsula Block and the cultural forest land properties under the Crown forestry licence and that—

(a) is payable for the period starting on the settlement date and ending on the completion of the processes referred to in **subsection (1)** and **section 147**; and

(b) is not part of the rental proceeds referred to in **section 146(2)(a)**.

(3) The licence fee payable is the amount calculated in the manner described in paragraphs 4.25 and 4.26 of the property redress schedule.

(4) However, the calculation of the licence fee under **subsection (3)** is overridden by any agreement between the joint licensor governance entities 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, be read as references to the relevant trustees.

Subpart 3—Access to protected sites

Right of access

149 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.

150 Right of access over Peninsula Block

(1) A right of access over the Peninsula 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.

151 Right of access to be recorded on computer freehold register

(1) This section applies to the transfer to the trustees of the Peninsula 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

152 Interpretation

In this subpart and **Schedule 5**,—

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 155**; and

(c) has not been withdrawn under **section 157**; and

(d) has not been accepted in accordance with **section 158**

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 155(1)(a) and 156**

Ngāti Kuri settlement date means the settlement date under **Parts 1 to 3**

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with **section 155**, 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, the Te Manawa O Ngāti Kuri Trust 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 RFR 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 158**

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 153**

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 161(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 162(1)**

RFR period means,—

(a) for exclusive RFR land, a period of 172 years from the settlement date, in the case 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 Ngāti Kuri settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the Ngāti Kuri settlement date; or

(ii) if the settlement date for each of the other relevant iwi has not occurred on or before the Ngāti Kuri settlement date, a period of 172 years from the earlier of—

(A) the date that is 24 months after the Ngāti Kuri 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 Ngāti Kuri settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the Ngāti Kuri settlement date; or

(b) if the settlement date for each of the other relevant iwi has not occurred on or before the Ngāti Kuri settlement date, the earlier of—

(i) 24 months after the Ngāti Kuri 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.

153 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 166(1)(c) or 167**.

(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 159**); or

(ii) any other person (including the Crown or a Crown body) under **section 154(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 163 to 170** (which relate to permitted disposals of RFR land); or

(ii) under any matter referred to in **section 171(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 landowner in accordance with a waiver or variation given under **section 179**; or

(d) the RFR period for the land ends.

Restrictions on disposal of RFR land

154 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 160 to 170**; or

(b) under any matter referred to in **section 171(1)**; or

(c) in accordance with a waiver or variation given under **section 179**; 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 155**; 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 157**; and

(v) was not accepted under **section 158**.

(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 155**; and

(b) that offer is not accepted by the trustees of an offer trust under **section 158(3)**.

Trustees' right of first refusal

155 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).

156 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 155(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 158(4)**.

157 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.

158 Acceptance of offer

(1) The trustees of an offer trust may, by notice to the RFR landowner who makes 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 155**, notices of acceptance from the trustees of 2 or more offer trusts, the RFR landowner 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.

159 Formation of contract

(1) If the trustees of an offer trust accept an offer by an RFR landowner under **section 158** 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 of the recipient trust 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

160 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.

161 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.

162 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

163 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.

164 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.

165 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.

166 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.

167 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.

168 Disposal for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

169 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.

170 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

171 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

172 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.

173 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 154**; and
- (f) if the disposal is to be made under **section 154(1)(d)**, a copy of any written contract for the disposal.

174 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 159**); or
  - (ii) any other person (including the Crown or a Crown body) under **section 154(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 163 to 170**; or

(ii) under any matter referred to in **section 171(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 179**.

(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.

175 Notice requirements

Schedule 5 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

176 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 172** 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 153**; and

(b) subject to this subpart (which restricts disposal, including leasing, of the land).

177 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 174**, 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 176** for the land described in the certificate.

178 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 176**; 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 176** from any computer register identified in the certificate.

General provisions applying to right of first refusal

179 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.

180 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.

181 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 5** 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 5**,—

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.

Part 4
Preliminary matters, acknowledgements and apology, and settlement of Te Aupouri historical claims

Preliminary matters

182 Purpose

The purpose of **Parts 4 to 7** is—

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

(b) to give effect to certain provisions of the deed of settlement, which is a deed that settles the historical claims of Te Aupouri.

183 Provisions to take effect on settlement date

(1) The provisions of **Parts 4 to 7** take effect on the settlement date unless a provision states 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:

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

(c) an obligation to be performed under the provision on that date.

184 Act binds the Crown

Parts 4 to 7 bind the Crown.

185 Outline

(1) This section is a guide to the overall scheme and effect of **Parts 4 to 7**, but does not affect the interpretation or application of the other provisions of **Parts 4 to 7** or of the deed of settlement.

(2) **This Part**—

(a) sets out the purpose of **Parts 4 to 7**; and

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

(c) specifies that **Parts 4 to 7** bind the Crown; and

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

(e) defines terms used in **Parts 4 to 7**, including key terms such as Te Aupouri 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 5** 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 Aupouri 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, fisheries, and with the Minister of Energy and Resources 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 alteration of certain official geographic names.

(4) **Part 6** provides for commercial redress, including—

(a) in **subpart 1**, the transfer of commercial redress properties and a commercial property (if any); 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) **Part 7** sets out the transitional provisions required to enable Te Aupouri governance reorganisation.

(6) There are 6 schedules, as follows:

(a) **Schedule 6** describes the cultural redress properties:

(b) **Schedule 7** describes Te Oneroa-a-Tohe redress:

(c) **Schedule 8** describes the korowai:

(d) **Schedule 9** describes the statutory areas to which the statutory acknowledgement relates:

(e) **Schedule 10** sets out provisions that apply to notices given in relation to RFR land:

(f) **Schedule 11** provides for the transfer of certain assets of Te Aupouri Maori Trust Board.

Summary of historical background

186 Summary of historical background to claims by Te Aupouri

The historical account recorded in part 3 of the deed of settlement is summarised as follows:

(1) The tino rangatiratanga of Te Aupouri extends from Te Oneroa-a-Tohe (Ninety Mile Beach) on the west coast to Tokerau (Great Exhibition Bay) on the east coast, from Ngāpae (Waipapakauri Ramp) in the south to Te Rerenga Wairua (Cape Reinga) in the north. Traditional Te Aupouri life was regulated by their tikanga and whakapapa, and closely linked to the seasonal cycles of their coastal environment.

(2) Te Aupouri were signatories of both he Whakaputanga (the Declaration of Independence) and te Tiriti o Waitangi (the Treaty of Waitangi).

(3) In 1842, a schooner ran aground at Ahipara and local Māori, according to their tikanga, claimed goods from the wreck as a gift from Tangaroa. When the schooner's owner sought compensation, the Crown insisted that land should be given. Eventually 2 482 acres south of Houhora, far from where the ship grounded, was signed over. In 1861, the Crown granted 1 000 acres to the schooner's owner and claimed the remaining 1 482 acres as "surplus" land.

(4) In 1858, the Crown made the largest purchase in the Muriwhenua district, of over 100 000 acres in the Te Aupouri rohe. The Crown agent in charge of the purchase deliberately underestimated the acreage and the Crown was aware that it acquired the block for a very low price. Only one very small reserve was created from this purchase. Te Aupouri protested about the wrongful inclusion of an area at the northern boundary for many years but it was not returned to them until 40 years after the purchase.

(5) After the Native Land Court system was established in the 1860s, Māori needed a freehold title from the court in order to sell or lease land, or borrow money for land development. This often left Māori with few options other than selling some of their interests in order to secure and protect an area on which to sustain their families. In the 1870s, the court awarded Te Aupouri interests in various land blocks naming only 10 persons, who were not required to act as trustees for the wider iwi, as owners of each block. This contributed to land alienation and conflict between whanaunga. With the loss of most of their land and limited ability to develop the land that remained, Te Aupouri people became dependent on gum digging and gum traders, caught in a cycle of debt, poverty and deprivation.

(6) Te Aupouri predominantly lived on Pārengarenga lands, which remained in traditional ownership until the mid-1890s. In 1896, the court awarded Te Aupouri the majority of the block but high survey costs left the owners with substantial debt. Following investigation, the Crown agreed to pay off the debt and the land was vested in the Tokerau Māori Land Council (later Board).

(7) The Tokerau Māori Land Board leased out most of the Pārengarenga lands to gum traders and graziers. Although the rents received had repaid the debts on the land by 1910, the lands did not return to owner control for many decades in order to protect the interests of the lessees and Te Aupouri were left with barely enough land to subsist on.

(8) After the gum market collapse in the 1920s, the Native Minister was advised of the impoverished state of Te Aupouri, and "the misfortunes they have suffered through the leases arranged by the Board". The Crown implemented a land consolidation scheme to combine fragmented Māori land titles, which would become whānau dairy units at Te Kao. However, a range of factors including bureaucratic procedures, delays, inadequate supervision, and inappropriate decision making meant that properties were soon loaded with debt, leading to further alienation.

(9) In the 1950s, the Crown proposed to develop the Pārengarenga block into 92 dairy farms for local owners to then purchase. To gain control over the land the Crown compulsorily acquired all interests considered "uneconomic" (valued at less than £25) and actively pursued a policy to purchase additional shares from owners. The 92 dairy farms did not eventuate. Instead the land was partitioned into 2 blocks, which went into forestry and 2 sheep and beef stations. Despite their original ownership of the majority of Pārengarenga block, the individualisation of shareholdings, subsequent successions, and consolidations have resulted in many Te Aupouri people losing their interests, and Te Aupouri as an iwi having little influence over the management of their ancestral lands.

(10) In the 1960s, the Crown and Te Aupouri both contributed land to the development of the Aupouri State Forest. By 1983, forestry had become the main source of local employment. Employment opportunities declined after the commercial arm of the Forest Service became a state enterprise in 1987. Cutting

rights were sold and companies contracted their own staff, which meant that many Te Aupouri lost their jobs.

(11) Throughout the twentieth century, Te Hiku o Te Ika was one of the most deprived regions in Aotearoa. There were high rates of infant and child mortality among Te Aupouri, with one-quarter of children born in 1928 dying before the age of five, primarily due to poverty-related illness. The Crown used schools as a means of assimilating Māori into European culture and it was common for Māori children to be punished if they used te reo Māori. The survival of te reo Māori, especially the Te Aupouri dialect, as a living language within Te Aupouri is seriously threatened.

(12) The Crown's actions and omissions left many Te Aupouri without sufficient land for their needs, resulting in many leaving their rohe to survive. Only a few remain to uphold kaitiakitanga responsibilities for their wāhi tapu, wāhi mahinga kai, marae and tikanga. Te Aupouri have lacked opportunities for economic and social development and endured extreme poverty and poor health. This has devastated Te Aupouri social structures, culture, heritage, traditional knowledge and identity.

Ko Tawhitirahi te maunga, ko Te Awapoka te awa, ko Pārengarenga te moana, ko Pōtahi te marae, ko Te Kao te kāinga, ko Te Aupouri te iwi

(1) Ka totoro mai te tino rangatiratanga o te iwi o Te Aupouri i Te Oneroa-ā-Tohe ki te taha hauāuru, tae noa ki Tokerau ki te taha rāwhiti, mai anō i Ngāpae i te tonga tae atu ki Te Rerenga Wairua ki te raki. Ko te āhua o te noho o te iwi o Te Aupouri nō namata, he mea whakaritea i raro i ngā tikanga me ngā whakapapa, me ōna hononga ki ngā huringa o te wā, me o rātou taiao takutai.

(2) I waetohua e Te Aupouri te He Whakaputanga me Te Tiriti o Waitangi.

(3) I te tau 1842 i totohu tētahi kaipuke i Ahipara, nā i raro i ngā tikanga o te haukāinga o taua wā, i āhei kia riro e te iwi o reira ngā taonga i taka mai i taua kaipuke, ā ki a rātou he tākoha ēnei he mea tuku mai nā Tangaroa. Nā ka tonoa e te tangata nōna te kaipuke nei, kia utua e te Karauna te kamupeihana ki ā ia, ka kī mai rātou me hoatu he whenua. Ka pou haere te wā, ka tukuna e te Karauna i te 2 482 eka, nō te takiwā o Houhora ki te tonga, he mea tawhiti mai i te wāhi i totohu ai taua kaipuke. I te tau 1861 i tukuna e te Karauna te 1 000 eka ki te tangata nōna te kaipuke rā, ka puritia kia 1 482 eka, hei toenga whenua.

(4) I te tau 1858 ka hokona mai e te Karauna i te 100 000 eka whenua kei te takiwā o Muriwhenua, i te rohe o Te Aupouri. Nā te āpiha o te Karauna o taua wā i āta whakaiti te rahinga o ngā eka whenua, me te mōhio noki o te Karauna ki te iti o te utu. Nā, kotahi noa iho te wāhi i rāhuingia mai te hokonga o ngā whenua nei. I porotēhe e Te Aupouri i te urunga hē o tētahi takiwa i te rohe tokerau nā ka pou te 40 tau no muri mai i te hokonga, kātahi anō aua whenua ka whakahokia mai ki Te Aupouri.

(5) No muri mai i te whakatūnga o te Kooti Whenua Māori i nga tau 1860, me whai taitara te Māori mai i te Kooti, kia āhei ia ki te hoko, ki te rīhi, ki te whakamahi raini i aua whenua. Ka pēhea raini, ka hokona atu e te Māori ētahi o ā rātou pānga kia taea te pupuri ētahi atu hei oranga mo ō rātou whānau ake. I ngā tau o 1870, i whakawhiwhia e Te Kooti Whenua Māori kia taka mai he pānga i raro i Te Aupouri mai ngā poraka maha, tekau noa iho ngā tāngata i whakamanahia e te Kooti, kia āhei te kī, no rātou ake, ērā whenua. Ka tupu ake te tāpaetanga whenua me te rarurarū i waenganui te iwi. Nā te ngarotanga o te nuinga o a rātou whenua, me te kore whai putea hei whakamahi i aua toenga whenua, i huri te iwi o Te Aupouri ki te keri me te hoko kāpia, hei utu i a rātou nama, nā ka noho rawa kore, noho pōhara me te kore whai rawa.

(6) Mō te wā roa i noho a Te Aupouri i runga i ngā whenua o Parengarenga, me te mea anō, ka mau tonu te rangatiratanga nō namata, ā tae noa ki waenga i ngā tau 1890. Nō te tau 1896, i whakawhiwhia e te Kooti kia taka mai te nuinga o taua poraka whenua, ki raro i Te Aupouri, heoi anō nā te kaha nui o ngā utu mo te ruri whenua, i noho nama tonu ai ngā rangatira. Nō muri mai ka whakaae te Karauna kia utua taua nama, ka tukuna mai taua whenua ki Te Kaunihera Whenua Māori o Tokerau (nō muri mai ka tohua ko te Poari).

(7) Nā, i rīhingia te nuinga o ngā whenua o Parengarenga e Te Poari Whenua Māori o Tokerau ki ngā kaihoko kāpia me ngā kaimahi kau. Ahakoa nā te whiwhi reti i ea kē ngā nama o aua whenua tae atu ki te tau 1910, kīhai kē aua whenua i whakahokia mai ki te iwi mo ngā tau e hia nei te roa, o muri mai. Nā rātou i pērā mārika hei tiaki kē i ngā pānga o ngā kairīhi, ā ka mahue ki Te Aupouri he iti noa nei te whenua hei oranga.

(8) Nō muri mai te hingatanga o te mākete kāpia i ngā tau 1920, i tae te rongo ki te Minita Iwi Taketake, mō te pōhara o te noho o te iwi o Te Aupouri, ā me "ngā aituā i pā ki a rātou nā ngā rīhi i whakaritea e te Poari". Ka whakatūngia e te Karauna tētahi kaupapa whakatoopu whenua hei whakakotahi i ngā kongakonga whenua noho wehe nei, hei hanga pāmu miraka kau noki mō ngā whānau i Te Kao. Heoi, kīhai i roa, nā te maha o ngā take me ngā whakahaere tikanga here, ngā roanga, ngā whakahaere takarepe, me ngā whakatau pōrearea, ka utaina te nama ki runga i te whenua, ka tangohia anō ō rātou whenua.

(9) I ngā tau 1950 i meingahia e te Karauna kia whakawehea te Poraka o Parengarenga ā ka whakatūngia kia 92 ngā pāmu miraka kau hei hokotanga atu ki ngā rangatira haukāinga mā rātou ērā pāmu e mahi. Kia riro ai te mana o te whenua, i tangohia ā-ture e te Karauna pānga whenua i tautetia he "ōhangakore" (mehemea i taka iho te utu i raro i te £25) me tō rātou whai ngangahau i te kaupapa ki te hoko mai i ngā pānga ō ērā atu o ngā kaipupuri pānga. Kīhai kē te kaupapa mo te whakatū pāmu miraka kau e 92 nei te rahi, i tutuki. Nāwai nāwai ka whakawehea te whenua kia rua kē ngā pōraka, tētahi hei whakatū ngahere, tētahi hei whakatū i ngā teihana mahi kau mahi hipi kā rua. Ahakoa i te tīmatanga i raro kē te nuinga o te poraka o Pārengarenga i Te Aupouri, heoi anō nā ngā mahi wehewehe i ngā pānga, ngā tauatanga ā muri

mai me te whakatooputanga o ngā whenua, i te mutunga ka riro ngā pānga o te maha o ngā tāngata o Te Aupouri, ā kīhai rātou i whai mana ki te whakahaere i ngā whenua o ō rātou tūpuna.

(10) I ngā tau 1960, i kohia ngātahitia e te Karauna me Te Aupouri he whenua mō te hanga i Te Ngahere Karauna o Te Aupouri. Tae rawa atu ki te tau 1983, he maha ngā tāngata e mahi ana ki taua ngahere. Nō muri mai i te whitinga o Te Tari Ngahere hei Kōporeihana i te tau 1987, ka mimiti haere ngā mahi angitu. I hokona ngā tika poroporo rākau, ā ka tuku kirimana ngā kamupene ki ō rātou ake kaimahi, mahue mai te maha o te iwi o Te Aupouri e noho kore mahi nei.

(11) Mō te roanga ake o te rau tau rua tekau, i tohua ko Te Hiku o Te Ika tētahi rohe pōhara rawa atu huri noa i Aotearoa. He rahi ngā pēpi me ngā taitamariki e matemate ana i roto i Te Aupouri, me te hauwhā anō o ngā tamariki i whānau mai i te tau 1928 i mate mai i mua i te taenga atu ki te rima tau, nā ko ngā māuiui pōharatanga, te take matua. I whakaurua e te Karauna o rātou kaupapa whakahanumi ki roto i ngā kura, he mea tēnei kia ōrite ai ngā Māori ki t te ahurea o Tauiwi, nā me te maha anō o ngā tamariki i patua mō te kōrero Māori te take. Nā roto i tēnei āhua, ka kitea kua hanga memeha haere te mita o te reo o Te Aupouri hei reo mataora.

(12) Nā ngā whakahau, ngā mahi huna me ngā hēnga a te Karauna, i noho pōhara nei te nuinga o Te Aupouri, te iti noa nei ngā whenua hei whakaora i a rātou anō, maiatanga ake i wehe atu te nuinga ki ngā taone rapu oranga ai mō rātou. Mahue mai he tōtoru noa iho te hunga i noho mai ki te haukāinga, pupuri nei te ahi kā, hei kaitiaki i ngā wāhi tapu, i ngā mahinga kai, i te marae me o rātou tikanga. Kua roa nei te wā horekau Te Aupouri i whai rawa, i whai kaha ki te uru atu ki roto i te ao ōhanga, hei whakapakari i ā ia anō nā te kaha pōhara me te kaha ngoikore te taha ki ngā mahi hauora. Nā konei, i anea kau a Te Aupouri me āna mahi hāpori, ngā mahi ahurea, ōna tikanga me ōna whakapapa, ngā mātauranga tūturu me ngā tuakiri.

187 Acknowledgements and apology

Sections 188 and 189 record the text of the acknowledgements of, and the apology offered by, the Crown to Te Aupouri in the deed of settlement.

188 Acknowledgements

(1) The Crown acknowledges it has failed to deal in a satisfactory way with grievances raised by successive generations of Te Aupouri and that recognition of these grievances is long overdue.

(2) The Crown acknowledges—

(a) the special significance of Te Oneroa-a-Tohe to Te Aupouri and its fundamental importance to their spiritual, cultural, and material well-being; and

(b) that the health of Te Oneroa-a-Tohe has declined over time; and

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

Land transactions pre-1865

(3) The Crown acknowledges that Crown actions in the period up to 1865 led to Te Aupouri losing a number of significant areas of land through Crown purchases and a forced cession. The Crown also acknowledges that the length of time it took the Crown finally to decide not to claim some 60 000 acres of land from the 1840 Taylor transaction as surplus created a period of uncertainty for Te Aupouri.

(4) The Crown acknowledges that—

(a) in 1844, the Crown pressured Māori to cede land at East Beach to compensate a settler for the goods Māori had removed from his schooner when it grounded at Ahipara on the west coast and failed to investigate the customary interests in the land that was ceded; and

(b) this process for determining reparation was prejudicial to Te Aupouri and caused the alienation of land in which they had interests and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(5) The Crown acknowledges that, in acquiring the Muriwhenua South and Wharemaru blocks in 1858, it failed actively to protect the interests of Te Aupouri and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it—

(a) failed to set aside sufficient reserves for Te Aupouri; and

(b) completed the purchase on the basis of the price agreed when the Muriwhenua South block was thought to be half its actual size.

(6) The Crown also acknowledges that—

(a) it acquired the Muriwhenua South block for a very low price and the benefits it led Te Aupouri to expect from the sale did not materialise; and

(b) it failed to protect the single 100-acre reserve set aside from the Muriwhenua South transaction; and

(c) the northern boundaries of the Muriwhenua South block were not properly defined, which created uncertainty and tension.

(7) The Crown acknowledges that its failure for more than 40 years to investigate fully and rectify the wrongful inclusion of 460 acres of the Wairahi land adjacent to the Muriwhenua South block deprived Te Aupouri whānau of their kāinga and valuable land and was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(8) The Crown acknowledges that it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it took Motuopao Island for a lighthouse re-

serve in 1875, despite having notified the Native Land Court in 1870 that it would not claim this land as surplus.

Operation and impact of native land laws

(9) The Crown acknowledges the impact of the operation of native land laws in the nineteenth century on Te Aupouri, in particular, that—

(a) the Crown's imposition of a new land tenure system allowed title determination to proceed on the application of individuals. The individualisation of land tenure made Te Aupouri land more susceptible to partition, fragmentation, and alienation and this eroded the traditional tribal structures and land ownership systems of Te Aupouri and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and

(b) between 1871 and 1875, Te Aupouri were awarded interests in 4 land blocks granted in the names of only 10 owners but the operative legislation contained no provisions that required the owners to act as trustees for the wider groups of owners and the subsequent alienation of these lands caused hardship and conflict within Te Aupouri; and

(c) the Crown's failure actively to protect the interests of Te Aupouri in land they might otherwise have wished to retain in communal ownership was a further breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. This failure was compounded by the Crown's failure to provide a means for the collective administration of Te Aupouri land until 1894.

(10) The Crown acknowledges that—

(a) by the mid 1890s most of the remaining Te Aupouri land interests lay in the Pārengarenga lands, which remained in customary ownership; and

(b) the Native Land Court determined title to the Pārengarenga and Pakohu blocks, in 1896, on the application of an individual; and

(c) in 1896, the court awarded undivided interests in both blocks of 59 621 acres to 564 individuals including Te Aupouri and both blocks were soon partitioned; and

(d) the survey costs were high and left the owners with a substantial debt; and

(e) the Crown used special legislation to vest the Pārengarenga and Pakohu blocks in the Tokerau Māori Land Council in 1904 to protect these lands from a forced sale process for debt recovery; and

(f) although the original survey debts were paid by 1910, the Tokerau Māori Land Board retained control of and leased out much of the lands for many decades; and

(g) this deprived Te Aupouri of their rights as owners to full control of the administration of their own land at Pārengarenga and reduced the land

available for Te Aupouri use to 3 small reserves at Pārengarenga and Te Kao, which contributed greatly to their impoverishment; and

(h) the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to return control of the Pārengarenga and Pakohu blocks to the owners after the debts had been cleared on the blocks and by failing to ensure that Te Aupouri retained sufficient land for their present and future needs while the lands remained in board control.

(11) The Crown acknowledges that, between 1953 and 1974, it empowered the Māori Trustee compulsorily to acquire Te Aupouri land interests in the Pārengarenga blocks that the Crown considered uneconomic. The Crown acknowledges that this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles and caused many Te Aupouri to lose their tūrangawaewae and whenua tuku iho.

Development assistance

(12) The Crown acknowledges that Crown assistance to Te Aupouri for farming and development came many years after it was made available for lands held in individualised title.

(13) The Crown acknowledges that it established the dairy scheme at Te Kao to help alleviate the levels of poverty evident amongst Te Aupouri by the early twentieth century and that this scheme was later administered by the Crown as a development scheme.

(14) The Crown further acknowledges that its administration of development schemes did not meet the positive outcomes that Te Aupouri were led to expect, in particular, that—

(a) the Crown effectively deprived many Te Aupouri owners of the control of their remaining land over a number of decades in the twentieth century through its administration of development schemes, particularly at Te Kao; and

(b) ultimately the Crown's partitioning of these lands into farming units in combination with the costs of development the Crown charged against the individual farm units created unsustainable levels of debt for many farmers, which led to further alienation.

Socio-economic consequences

(15) The Crown acknowledges that—

(a) the cumulative effects of Crown actions and omissions left many Te Aupouri without sufficient suitable land for their needs and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and

(b) Te Aupouri have lacked opportunities for economic and social development in their rohe and endured extreme poverty and poor health; and

(c) this deprivation adversely affected Te Aupouri cultural frameworks, the ability to exercise customary rights and responsibilities, has been detrimental to their material, cultural, and spiritual well-being, and has led many to leave the rohe; and

(d) today fewer than 300 Te Aupouri live in Te Kao.

(16) The Crown acknowledges the harm endured by many Te Aupouri children from decades of Crown policies that strongly discouraged the use of te reo Māori in schools and sometimes led to the punishment of children who did use the language. The Crown also acknowledges the detrimental effects of its policies on Māori language proficiency and fluency and their impact on the intergenerational transmission of te reo Māori and knowledge of tikanga Māori practices.

(17) The Crown acknowledges that Te Aupouri experienced a lack of access to reasonable healthcare in the past and that this had a detrimental effect on Te Aupouri whānau health and well-being.

(18) The Crown acknowledges that Te Aupouri have honoured their obligations under te Tiriti o Waitangi/the Treaty of Waitangi throughout the generations and have made significant contributions to the development and wealth of the nation, including helping to meet the nation's defence obligations through overseas service during the twentieth century.

189 The Crown's apology to Te Aupouri

(1) The Crown apologises to the iwi of Te Aupouri, to their tūpuna and to their descendants. The Crown is deeply sorry that the promise of a Treaty-based relationship with Te Aupouri has not been fulfilled. The Crown apologises for its failure to protect Te Aupouri land interests, the resulting lack of economic benefits, and the Crown's neglect of Te Aupouri welfare. As a result, Te Aupouri were thoroughly marginalised, culturally, socially and economically, by the end of the nineteenth century.

(2) The Crown recognises that even those policies that were intended to enable Te Aupouri to retain land and provide development opportunities prevented Te Aupouri from using their land for long periods, and ultimately led to the loss of land and autonomy. The Crown apologises for that and for the devastating consequences of its Treaty breaches, which continue to be felt by Te Aupouri today, including the decline of te reo Māori and tikanga. The Crown profoundly regrets its breaches of te Tiriti o Waitangi/the Treaty of Waitangi, which have adversely affected Te Aupouri cultural frameworks, and the ability to exercise customary rights and responsibilities and to succeed economically. The physical, cultural, and spiritual well-being of Te Aupouri has suffered greatly as a result.

(3) The Crown unreservedly apologises for not having honoured its obligations to Te Aupouri under te Tiriti o Waitangi/the Treaty of Waitangi. Through this settlement, the Crown seeks to atone for its wrongs and looks forward to build-

ing a new relationship with Te Aupouri based on mutual trust, shared decision-making, co-operation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Interpretation

190 Interpretation of Parts 4 to 7 generally

It is the intention of Parliament that the provisions of **Parts 4 to 7** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

191 Interpretation

In **Parts 4 to 7**, 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 317**

commercial property has the meaning given in **section 317**

commercial redress property has the meaning given in **section 317**

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 317**

Crown forestry licence has the meaning given in **section 317**

cultural redress property has the meaning given in **section 201**

deed of settlement—

(a) means the deed of settlement dated 28 January 2012 and entered into—

(i) by the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, the Honourable Dr Pita Sharples, Minister of Māori Affairs, and the Honourable Simon William English, Minister of Finance, for and on behalf of the Crown; and

(ii) by Raymond Subritzky, Waitai Ratima Petera, Ebony Mereana Duff, Peter-Lucas Kaaka Jones, Tui Elizabeth Kapa, Hugh Acheson Karena, Louise Kathleen Mischewski, and Massey Maahia Nathan as the trustees of the Te Rūnanga Nui o Te Aupouri Trust, for Te Aupouri; and

(b) includes—

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

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

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

~~**Historic Places Trust** has the meaning given to **Trust** in section 2 of the Historic Places Act 1993~~

historical claims has the meaning given in **section 193**

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 part 7 of the deed of settlement and in **subpart 3 of Part 5**

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 Aupouri means an individual referred to in **section 192**

NgāiTakoto and **Te Rūnanga o NgāiTakoto** have the meanings given in **sections 396 and 397 of Parts 8 to 10**

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 Parts 1 to 3**

Peninsula Block has the meaning given in **section 317**

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 ~~under~~ in accordance with section 4 of the Land Transfer Act 1952

representative entity means—

(a) the trustees of Te Rūnanga Nui; and

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

(i) the collective group referred to in **section 192(1)(a)**; or

(ii) 1 or more of the whānau, hapū, or groups that together form the collective group referred to in **section 192(1)(b)**; or

(iii) 1 or more members of Te Aupouri

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

reserve property has the meaning given in **section 201**

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 in **subpart 4 of Part 6**

RFR date, **RFR land**, **balance RFR land**, **RFR period**, **exclusive RFR land**, and **shared RFR land** have the meanings given in **section 333**

settlement date means the date that is 60 working days after the date on which **Parts 4 to 7** come into force

statutory acknowledgement has the meaning given in **section 290**

Te Aupouri has the meaning given in **section 192**

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

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 5** (which relate to Te Oneroa-a-Tohe redress and the korowai); and

(ii) **subpart 2 of Part 6** (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 5** (which relate to Te Oneroa-a-Tohe redress and the korowai); and

(ii) **subpart 2 of Part 6** (which relates to the RFR redress)

Te Kāhui Kaitiaki Rangatiratanga o Te Aupouri Limited means the company of that name incorporated on 13 April 2011 under company number 3341870

Te Manawa O Ngāti Kuri Trust has the meaning given in **section 12 of Parts 1 to 3**

Te Rarawa and **Te Rūnanga o Te Rarawa** have the meanings given in **sections 576 and 577 of Parts 11 to 13**

Te Rūnanga Nui o Te Aupouri Trust and **Te Rūnanga Nui** mean the trust of that name established by trust deed dated 11 September 2005 and as amended by trust deed dated 31 January 2011

tikanga means customary values and practices

tikanga Te Aupouri means the customary values and practices of Te Aupouri

trustees of Te Rūnanga Nui and **trustees** mean the trustees of Te Rūnanga Nui acting in their capacity as trustees of Te Rūnanga Nui o Te Aupouri Trust

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.

192 Meaning of Te Aupouri

(1) In **Parts 4 to 7**, **Te Aupouri** means—

(a) the collective group composed of individuals referred to in **paragraph (c)**; and

(b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in **paragraph (c)**; and

(c) every individual descended from a Te Aupouri tūpuna.

(2) In this section and **section 193**,—

customary rights means rights 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 a person descended from another person by—

(a) birth:

(b) legal adoption:

(c) Māori customary adoption in accordance with the tikanga of Te Aupouri

Te Aupouri tūpuna means the individuals who exercised customary rights—

(a) by virtue of being descended from the children of the marriages of Te Ikanui with Tihe and Kohine, being Te Heitiki, Tūpuni, Tonga, Te Kāka, Mānga, Pūwai, Te Matakau, and Te Mai; and

(b) predominantly in relation to the Te Aupouri area of interest at any time after 6 February 1840.

193 Meaning of historical claims

(1) In **Parts 4 to 7**, **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 Aupouri or a representative entity had on, or at any time 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 Aupouri or a representative entity, including each of the following claims, to the extent that **subsection (2)** applies to the claim:

(i) Wai 643 (Te Kao Blocks 76 and 77B); and

(ii) Wai 737 (Te Rūnanga o Te Aupouri); and

(iii) Wai 1442 (Te Kao Block 84); and

(iv) Wai 1663 (Te Kao Block 34); 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 Aupouri or a representative entity:

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

(ii) Wai 45 (Muriwhenua Land); and

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

(iv) Wai 249 (Ngapuhi Nui Tonu claim); and

(v) Wai 292 (Te Kao School and telephone exchange); and

(vi) Wai 712 (Nga Puhi Nui Tonu Property Rights claim); and

(vii) Wai 765 (Muriwhenua South Block and Part Wharemaru Block claim); and

(viii) Wai 861 (Tai Tokerau District Maori Council Lands); and

(ix) Wai 1359 (Muriwhenua Land Blocks claim); and

(x) Wai 1662 (Muriwhenua Hapū Collective claim); and

(xi) Wai 1847 (Ngāti Kuri and Te Aupouri (Francis Brunton) claim); and

(xii) Wai 1980 (Parengarenga 3G Block claim); and

(xiii) Wai 2000 (Harihona Whanau claim).

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

(a) a claim that a member of Te Aupouri, or a whānau, hapū, or group referred to in **section 192(1)(b)**, had or may have that is founded on a right arising by virtue of being descended from an ancestor who is not a Te Aupouri tupuna; or

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

(5) This section applies to a historical claim, whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date.

Historical claims settled and jurisdiction of courts, etc, removed

194 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, without limitation, the jurisdiction to inquire or further inquire into, 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 5 to 7**; or

(d) the redress provided under the deed of settlement or **this Part** or **Parts 5 to 7**.

(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 5 to 7**.

Amendment to Treaty of Waitangi Act 1975

195 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 "**Parts 4 to 7 of the Te Hiku Claims Settlement Act 2014**, **section 194(4) and (5)**".

Resumptive memorials no longer to apply

196 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 property (if any), on and from the date of its transfer to the trustees; or

(c) to a commercial redress property; 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 Aupouri or a representative entity of Te Aupouri.

(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.

197 When resumptive memorials must 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 certificate of title or computer register for, each allotment—

(a) that is all, or part of a cultural redress property, commercial redress property, a commercial property (if any), or RFR land; and

(b) that is contained in a certificate of title or computer register that has a resumptive memorial entered under any enactment listed in **section 196(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 RFR date applying to—

(i) the exclusive RFR land:

(ii) the shared RFR land; or

(c) the date of transfer of the property to the trustees, for a commercial property (if any).

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

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

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

(b) cancel each memorial entered under any enactment referred to in **section 196(2)** on each certificate of title or computer register identified in the certificate, but only in respect of the allotments identified in the certificate.

Miscellaneous matters

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

199 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.

200 Provisions of other Acts that have same effect

If a provision in **Parts 4 to 7** has the same effect as a provision in 1 or more of **Parts 1 to 3**, **Parts 8 to 10**, or **Parts 11 to 13**, the provisions must be given effect to only once as if they were 1 provision.

Part 5
Te Aupouri cultural redress

Subpart 1—Vesting of cultural redress properties

201 Interpretation

In this subpart,—

cultural redress property means each of the following properties, and each property means the land described by that name in **Schedule 6**:

Properties vested in fee simple

(a) Hukatere Pā:

(b) Murimotu Island:

(c) Te Kao School site A:

(d) Waipapariki (Te Kao 76 and 77B):

Properties vested in fee simple subject to conservation covenants

(e) Kahokawa:

(f) Maungatiketike Pā:

(g) Pitokuku Pā:

(h) Taurangatira Pā:

(i) Te Rerepari:

Properties vested in fee simple to be administered as reserves

(j) Te Ārai Conservation Area:

(k) Te Ārai Ecological Sanctuary:

(l) Te Tomo a Tāwhana (Twin Pā) Sites:

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

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

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

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

Lake and lakebed properties vested in fee simple

(q) bed of Lake Ngākeketo:

(r) Waihopo Lake property

joint management body means the body to be established under **section 237** to manage Beach sites A, B, C, and D

jointly vested property means each of the properties listed in **paragraphs (b) and (m) to (r)**) of the definition of cultural redress property

lake means—

(a) the space occupied from time to time by the waters of the lake at their highest level without overflowing its banks; and

(b) the airspace above the water; and

(c) the bed below the water

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

Properties vested in fee simple

202 Hukatere Pā

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

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

203 Murimotu Island

(1) The part of Murimotu Island that is a conservation area under the Conservation Act 1987 ceases to be a conservation area under that Act.

(2) The fee simple estate in the part of Murimotu Island that is not a conservation area (and is not the part of Murimotu Island freed of its status as a conservation area under **subsection (1)**) vests in the Crown as Crown land subject to the Land Act 1948.

(3) The fee simple estate in Murimotu Island vests as undivided half shares in the following as tenants in common:

(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 23 of Parts 1 to 3**.

(4) **Subsections (1) to (3)** do not take effect until the trustees referred to in **subsection (3)** have jointly have provided Maritime New Zealand with a registrable lease on the terms and conditions set out in part 7.2 of the documents schedule.

(5) The Murimotu land lease is not a subdivision for the purposes of section 218(1)(a)(iii) of the Resource Management Act 1991.

(6) Improvements in or on Murimotu Island do not vest in the trustees, despite the vestings referred to in **subsection (3)**.

204 Te Kao School site A

(1) The fee simple estate in Te Kao School site A vests in the trustees.

(2) **Subsection (1)** does not take effect until the trustees provide the Crown with a registrable lease in relation to Te Kao School site A on the terms and conditions set out in part 7.1 of the documents schedule.

205 Waipararikī (Te Kao 76 and 77B)

(1) Waipararikī (Te Kao 76 and 77B) ceases to be Crown forest land under the Crown Forest Assets Act 1989.

(2) The fee simple estate in Waipararikī (Te Kao 76 and 77B) vests in the trustees.

Properties vested in fee simple subject to conservation covenants

206 Kahokawa

(1) The reservation of Kahokawa (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Kahokawa 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 Kahokawa on the terms and conditions set out in part 6.5 of the documents schedule.

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

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

207 Maungatiketike Pā

(1) The reservation of Maungatiketike Pā (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Maungatiketike Pā 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 Maungatiketike Pā on the terms and conditions set out in part 6.2 of the documents schedule.

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

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

208 Pitokuku Pā

(1) The reservation of Pitokuku Pā (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Pitokuku Pā 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 Pitokuku Pā on the terms and conditions set out in part 6.3 of the documents schedule.

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

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

209 Taurangatira Pā

(1) The reservation of Taurangatira Pā (being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Taurangatira Pā 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 Taurangatira Pā on the terms and conditions set out in part 6.4 of the documents schedule.

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

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

210 Te Rerepari

(1) The reservation of Te Rerepari (being part of Mokaikai Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Te Rerepari 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 Te Rerepari on the terms and conditions set out in part 6.6 of the documents schedule.

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

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

Properties vested in fee simple to be administered as reserves

211 Te Ārai Conservation Area

(1) Te Ārai Conservation Area ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Te Ārai Conservation Area vests in the trustees.

(3) Te Ārai Conservation Area 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 Te Ārai Scenic Reserve.

(5) **Subsections (1) to (4)** do not take effect until the trustees have provided to the owners of the Peninsula Block a registrable right of way easement on the terms and conditions set out in part 6.1 of the documents schedule.

(6) The easement—

(a) is enforceable in accordance with its terms despite the provisions of the Reserves Act 1977; and

(b) must be treated as having been granted in accordance with that Act.

212 Te Ārai Ecological Sanctuary

(1) Te Ārai Ecological Sanctuary (being Te Arai Sanctuary) ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Te Ārai Ecological Sanctuary vests in the trustees.

(3) Te Ārai Ecological Sanctuary is declared a reserve and classified as a nature reserve subject to section 20 of the Reserves Act 1977.

(4) The reserve is named Te Ārai Nature Reserve.

213 Te Tomo a Tāwhana (Twin Pā Sites)

(1) Te Tomo a Tāwhana (Twin Pā Sites) ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Te Tomo a Tāwhana (Twin Pā Sites) vests in the trustees.

(3) Te Tomo a Tāwhana (Twin Pā Sites) 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 Tomo a Tāwhana Historic Reserve.

(5) **Subsections (1) to (4)** do not take effect until the trustees have provided the Crown with a registrable right of way easement in gross on the terms and conditions set out in part 6.8 of the documents schedule.

(6) Despite the provisions of the Reserves Act 1977, the easement—

(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.

214 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 the Beach site A that is Crown forest 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 equal undivided shares in the following as tenants in common:

(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 Parts 1 to 3**; and

(c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 410 of Parts 8 to 10**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 610 of Parts 11 to 13**.

(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 237** 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 238**.

215 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 the Beach site B that is Crown forest 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 equal undivided shares in the following as tenants in common:

(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 Parts 1 to 3**; and

(c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 411 of Parts 8 to 10**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 611 of Parts 11 to 13**.

(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 237** 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 238**.

216 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 the Beach site C that is Crown forest 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 equal undivided shares in the following as tenants in common:

(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 Parts 1 to 3**; and

(c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 412 of Parts 8 to 10**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 612 of Parts 11 to 13**.

(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 237** 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 238**.

217 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 equal undivided shares in the following as tenants in common:

- (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 Parts 1 to 3**; and
- (c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 413 of Parts 8 to 10**; and
- (d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 613 of Parts 11 to 13**.

(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 237** 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 238**.

218 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 of the site by the joint management body established under **section 237**.

(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)**.

219 Lake Ngākeketo Recreation Reserve

(1) The Crown stratum above the bed of Lake Ngākeketo continues to be a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.

(2) The reserve is named Lake Ngākeketo Recreation Reserve.

(3) In this section, **Crown stratum** means the space occupied by—

(a) the water of the lake; and

(b) the air above the water.

Lake and lakebed properties vested in fee simple

220 Bed of Lake Ngākeketo

(1) The reservation of the bed of Lake Ngākeketo (the recorded name of which is Lake Ngakekata and being part of Te Paki Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in the bed of Lake Ngākeketo vests as undivided half shares in the following as tenants in common:

(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 40 of Parts 1 to 3**.

(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 the bed of Lake Ngākeketo on the terms and conditions set out in part 6.7 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.

(5) The bed of Lake Ngākeketo is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

(6) To avoid doubt, the vesting under **subsection (2)** does not give any rights to, or impose any obligations on, the trustees in relation to—

(a) the waters of the lake; or

(b) the aquatic life of the lake (other than plants attached to the bed of the lake).

(7) To the extent that Lake Ngākeketo has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

(8) 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.

221 Waihopo Lake property

(1) The fee simple estate in the Waihopo Lake property vests in undivided half shares in the following as tenants in common:

(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 42 of Parts 1 to 3**.

(2) The Waihopo Lake property is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

(3) **Section 222** sets out further matters applying to the vesting of the Waihopo Lake property.

(4) To the extent that the Waihopo Lake property has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

222 Effect of vesting Waihopo Lake property

(1) The vesting of the Waihopo Lake property by **section 221(1)** does not limit or otherwise affect any lawful right of access to, or use of, Waihopo Lake.

(2) Members of the public may carry out any lawful recreational activities in or on Waihopo Lake without interference by or on behalf of the trustees.

(3) In this section, **recreational activity**—

(a) includes swimming, boating, waterskiing, fishing, and duck shooting; but

(b) does not include an activity—

(i) that is unlawful under any enactment or that must be carried out in accordance with an enactment; or

(ii) for which members of the public are required by or under any enactment to hold a licence or permit authorising the activity, unless the activity is carried out under and in accordance with the necessary licence or permit; or

(iii) that involves attaching a fixture to the Waihopo Lake property or that carries a risk of a significant adverse effect to the lake.

(4) To avoid doubt, the vesting of the Waihopo Lake property does not give any rights to, or impose any obligations on, the trustees in relation to—

(a) the waters of Waihopo Lake; or

(b) the aquatic life of the lake (other than plants attached to the bed of the lake).

General provisions applying to vesting of cultural redress properties

223 Properties vest subject to, or together with, interests

(1) Each cultural redress property vests under this subpart subject to, or together with, any interests listed for the property in the third column of the table in **Schedule 6**.

(2) **Subsection (3)** applies if a cultural redress property vests subject to an unregistered concession, whether or not the concession also applies to land that is not part of a cultural redress property.

(3) The concession continues to apply to the cultural redress property, with any necessary modifications,—

(a) as if the registered proprietors of the property had granted the concession; and

(b) despite any change in the status of the land of the cultural redress property on the settlement date.

(4) In this section, **concession** has the meaning given in section 2(1) of the Conservation Act 1987.

224 Vesting of share of fee simple estate

A reference to the vesting of a fee simple estate in a cultural redress property in **sections 228 to 240** (other than in **section 230**) includes the vesting of an undivided share in the fee simple estate in the property, in the case of jointly vested land.

225 Interests in land for certain reserve properties

(1) This section applies to each of Beach sites A, B, C, and D 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 6**,—

(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 238**.

226 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 cultural redress property.

(2) Any such easement is—

(a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and

(b) to be treated as having been granted in accordance with Part 3B of that Act; and

(c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

227 Registration of ownership

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

(2) **Subsection (3)** applies to a cultural redress property (other than a jointly vested property, Te Ārai Conservation Area, or Te Tomo a Tāwhana (Twin Pā sites)), 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 land; and

(b) record any entry in 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 cultural redress property (other than a jointly vested property), but only to the extent that **subsection (2)** does not apply to the property.~~—

(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:

(b) Te Ārai Conservation Area and Te Tomo a Tāwhana (Twin Pā sites).

(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 registers any interests that are registered, notified, or notifiable and that are described in the application.

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

(a) create a computer freehold register for an 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 applications.

(7) **Subsections (5) and (6)** do not take effect until the completion of any survey necessary to create a computer freehold register.

(8) 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 jointly vested, 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.

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

(a) the chief executive of LINZ, in relation to—

(i) Waipapariki (Te Kao 76 and 77B):

(ii) Hukatere Pā:

(iii) Waihopo Lake property:

(b) the chief executive of the Ministry of Education, in relation to Te Kao School site A:

(c) the Secretary for Justice, in relation to—

(i) Murimotu Island:

(ii) Mai i Waikanae ki Waikoropūpūnoa:

(iii) Mai i Hukatere ki Waimahuru:

(iv) Mai i Ngāpae ki Waimoho:

(d) the Director-General, in relation to all other cultural redress properties.

228 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) Te Kao School site A.

(3) Part 4A of the Conservation Act 1987 does not apply to the vesting of—

(a) bed of Lake Ngākeketo; or

(b) Waihopo Lake property.

(4) The marginal strip reserved by section 24 of the Conservation Act 1987 from the vesting of each of the following properties is reduced to a width of 3 metres:

(a) Maungatiketike Pā:

(b) Pitokuku Pā:

(c) Taurangatira Pā.

(5) If the reservation under this subpart of a reserve property is revoked in relation to all or part of the property, the vesting of the reserve 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) If the lease of Te Kao School site A (or a renewal of that lease) terminates or expires without being renewed for all or part of that property, the vesting 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.

(7) **Subsections (2), (3), (5), and (6)** do not limit **subsection (1)**.

229 Matters to be recorded on computer freehold register

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

(a) a reserve property (other than a jointly vested property) that the land is subject to—

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

(ii) **sections 228(5) and 234 to 236**; and

(b) a reserve property that is jointly vested, that the land is subject to—

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

(ii) **sections 225(4), 228(5), and 238**; and

(c) Te Kao School site A, that the land is subject to—

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

(ii) **section 228(6)**; and

(d) the following properties, 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:

(i) Maungatiketike Pā:

(ii) Pitokuku Pā:

(iii) Taurangatira Pā; and

(e) bed of Lake Ngākeketo and Waihopo Lake property, that Part 4A of the Conservation Act 1987 does not apply; and

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

(2) Notification 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.

230 Removal of notifications from computer freehold register

(1) If the reservation of a reserve 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) for a jointly vested property, the property is subject to **sections 225(4), 228(5), and 238**; and

(iii) for a reserve property other than a jointly vested property, the property is subject to **sections 228(5) and 234 to 236**; or

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

(2) The Registrar-General must comply with an application received under **subsection (1)(a)**.

(3) If the lease over Te Kao School site A referred to in **section 204(2)** (or a renewal of that lease) terminates or expires without being renewed in relation to all or part of the property, the registered proprietors of the property must apply in writing 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 any notifications that—

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

(ii) the land is subject to **section 228(6)**; or

(b) if part of the property remains subject to the lease (the leased part), to amend any 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; and

(ii) that part is subject to **section 228(6)**.

(4) The Registrar-General must comply with an application received under **subsection (3)(a) or (b)** free of charge to the applicant.

231 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.

232 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**, and **Gazetteer** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Provisions relating to reserve properties

233 Application of other enactments to reserve properties

(1) The trustees are the administering body of the following reserve properties for the purposes of the Reserves Act 1977:

(a) Te Ārai Conservation Area; and

(b) Te Ārai Ecological Sanctuary; and

(c) Te Tomo a Tāwhana (Twin Pā) Sites.

~~(2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve property, despite sections 48A(6), 114(5), and 115(6) of that Act.~~

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

(4) If the reservation by this subpart of all or part of a reserve property is revoked under section 24 of the Reserves Act 1977,—

(a) section 25(2) of that Act applies to the revocation; but

(b) the rest of section 25 of that Act does not apply to the revocation.

(5) 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.

(6) The Minister must not change the name of a reserve property under section 16(10) of the Reserves Act 1977 without the written consent of the administering body of the property, and section 16(10A) of that Act does not apply to the proposed change.

234 Subsequent transfer of reserve land

(1) This section applies to all, or the part, of a reserve property listed in **section 233(1)** that remains a reserve under the Reserves Act 1977 after vesting in the trustees under this subpart (**reserve land**).

(2) The fee simple estate in the reserve land may be transferred to any other person or persons (**new owners**), but only in accordance with this section, despite any other enactment or rule of law.

(3) The Minister must give written consent to the transfer of the fee simple estate in the reserve land to the new owners if, on written application, the registered proprietors of the reserve land satisfy the Minister that the new owners are able to—

(a) comply with the Reserves Act 1977; and

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

235 Registration of subsequent transfer

(1) The Registrar-General must, on receiving the documents specified in **subsection (2)**, register the new owners as the proprietors of the fee simple estate in the reserve land.

(2) The 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 to the transfer of the reserve land; and

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

236 New owners to be administering body

(1) The new owners, from the time of their registration under **section 235**,—

(a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; 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.

(2) **Subsection (1)** and **sections 234 and 235** do not apply to the transfer of the fee simple estate in the reserve land if—

(a) the transferors of the reserve land are or were 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.

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

Management of Beach sites A, B, C, and D

237 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 Te Rūnanga o NgāiTakoto; and

(d) the trustees of Te Rūnanga o Te Rarawa.

(3) Each of the appointers may appoint 2 persons to be members of the joint management body.

(4) A member may be appointed only if the appointer gives written notice to each of the other appointers of the following details:

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

(b) the date on which the appointment is to take effect (which must not be earlier than the date of the notice).

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

(6) An appointment ends after 5 years or when the relevant appointer replaces a member by appointing another member, whichever is the sooner.

(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) The first meeting of the joint management 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.

238 Subsequent transfer of Beach sites A, B, C, and D

(1) This section applies, despite any other enactment or rule of law, to any or all of Beach sites A, B, C, and D as long as the site, or any part of the site, remains a reserve under the Reserves Act 1977 after it is vested in accordance with this subpart.

(2) The fee simple estate in any or all of Beach sites A, B, C, and D may be transferred, but only if 1 of the following conditions is satisfied:

(a) the transferee is Te Kāhui Kaitiaki Rangatiratanga o Te Aupouri Limited; or

(b) the transferors are or were the trustees of a trust and 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.

(3) The instrument to transfer the land must be accompanied by a certificate given by the transferees or the transferees' solicitor, verifying that the requirement of **subsection (2)(b)** is satisfied.

(4) To avoid doubt, if the fee simple estate in any or all of Beach sites A, B, C, and D is transferred to Te Kāhui Kaitiaki Rangatiratanga o Te Aupouri Limited, the joint management body established by **section 237** continues to be the administering body for those sites.

239 Reserve land not to be mortgaged

The registered proprietors of a reserve property must not mortgage, or give a security interest in, all or any part of the property that remains a reserve under the Reserves Act 1977 after the property is vested in the trustees under this subpart.

240 Saving of bylaws, etc, in relation to reserve properties

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

(2) The bylaw, prohibition, or restriction on use or access 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 redress

Interpretation

241 Interpretation

In this subpart and **Schedule 7**,—

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 Te Hiku Community Board that appoint members of the Te Oneroa-a-Tohe Board under **section 245(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 253**

Beach sites A, B, C, and D means the properties listed in **paragraphs (m) to (p)** of the definition of cultural redress property in **section 201**

Central and South Conservation Areas and Ninety Mile Beach Marginal Strip means the areas marked in blue and green on the plan in part 6 of the attachments

commissioners means accredited persons appointed to a panel under **section 250**

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 245(1)(a) to (d)**; and

(b) if **section 245(2)** 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 250** 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 243(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 242** 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 6 of the deed of settlement.

Removal of conservation area status

242 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

243 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 245**, 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 appointment issued by the relevant appointer.

(5) **Part 1 of Schedule 7** sets out provisions relating to the members and procedures of the Board.

244 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.

245 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 Te Rūnanga o NgāiTakoto:
- (d) 1 member appointed by the trustees of Te Rūnanga o Te Rarawa:
- (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 246(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.

246 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 to 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 their 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 elect to participate in the Te Oneroa-a-Tohe redress on an interim basis.

(4) If the Minister is satisfied that Ngāti Kahu meet 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 245(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

247 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; 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 237** for 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.

248 Power of Board to make requests to beach management agencies

(1) The Board may make a reasonable request in writing to any 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 up to 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 information to the Board as specified by the Board:

(b) attend a meeting of the Board.

Resource consent applications

249 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.

250 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 245 or 246** must appoint up to half of the members of the panel from the list of commissioners compiled under **section 249(1)(b)**.

(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 249(1)(b)**; 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)**.

251 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.

252 Obligation of Board

The Board must provide guidelines to the Councils as to the information that is required under **section 251**, 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

253 Preparation and approval of beach management plan

(1) The Board must prepare and approve a beach management plan as provided for by **section 247(3)(a)** in accordance with the requirements set out in **Part 2 of Schedule 7**.

(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 245(1)(a) to (d)** are the members of the subcommittee.

254 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

255 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 254(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.

256 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 254(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.

257 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

258 Application of other Acts to Board

(1) To the extent that they are relevant to the purpose and functions of the Board under **Parts 4 to 7**, the provisions of the following Acts apply to the Board, with the necessary modifications, unless otherwise provided in this subpart or **Schedule 7**:

(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 (9)(b),~~ 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 245**.

Subpart 3—Korowai

259 Interpretation

In this subpart and **Schedule 8**,—

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 286** and **Part 3 of Schedule 8**

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 269**

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 265**) the area that Ngāti Kahu identify as their 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 264(1)(a)**; and

(b) if **section 264(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 266(a)**; and

(b) the CMS described in **section 266(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 261**

Te Hiku o Te Ika conservation management strategy and **Te Hiku CMS** mean the part of the Northland CMS that 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 287**

wāhi tapu management plan means the management plan provided for in **Part 4 of Schedule 8**.

Overview of, and background to, korowai redress

260 Overview and background

(1) The provisions of this subpart, **Schedule 8**, 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 individual 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

261 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.

262 Application of Conservation Act 1987 to Conservation Board

In this subpart, the Conservation Act 1987 applies to the Conservation Board unless, and to the extent that, **clause 2 of Schedule 8** provides otherwise.

263 Role and jurisdiction of Northland Conservation Board to cease

On and from the settlement date, the Northland Conservation Board, as set up under Part 2A of the Conservation Act 1987, ceases to have jurisdiction within or over the korowai area.

Constitution of Te Hiku o Te Ika Conservation Board

264 Appointment of members of Te Hiku o Te Ika Conservation Board

(1) Te Hiku o Te Ika Conservation Board consists of—

(a) 4 members appointed by the Minister of Conservation 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 Ngati Kuri Trust; and

(iii) 1 member, on the nomination of the trustees of Te Rūnanga o NgāiTakoto; and

(iv) 1 member, on the nomination of the trustees of Te Rūnanga o Te Rarawa; and

(b) 4 members appointed by the Minister.

(2) If the Ministers give notice under **section 265(3)** that Ngāti Kahu will participate in the korowai redress on an interim basis, 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) In **subsection (2)** and **section 265**, **Ministers** means the Minister of Conservation and the Minister for Treaty of Waitangi Negotiations, acting jointly.

(4) Further provisions concerning the Conservation Board are set out in **Part 1 of Schedule 8**.

265 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 to 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 to 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 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 governance entity if there is one); and

(b) each of the nominators referred to in **section 264(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 18 January 2010.

Conservation management strategy

266 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 276**; 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.

267 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 287**; 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

268 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.

269 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 267(3)**.

270 Notification of draft document

(1) As soon as practicable after the date on which preparation of the draft document commences under **section 269**, 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.

271 Submissions

(1) Any person may, before the date specified in the notice given under **section 270(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.

272 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 270(4)**.

(3) The hearing of submissions must be concluded not later than 2 months after the date specified in the notice given under **section 270(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 270(4)**.

273 Revision of draft document

The parties must, after considering the submissions heard and other views received under **section 270(4)**,—

(a) revise the draft document as they consider appropriate; and

(b) not later than 6 months after the hearing of submissions is concluded, provide to the Conservation Board—

(i) the draft document as revised; and

(ii) the summary of submissions prepared under **section 272(4)**.

Approval process

274 Submission of draft document to Conservation Authority

(1) After considering the draft document and the summary of submissions received under **section 273(b)(ii)**, 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.

275 Approval of Te Hiku CMS

(1) The Conservation Authority—

(a) must consider the draft document and any relevant information provided to it under **section 274(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.

276 Effect of approval of Te Hiku CMS

On and from the day that the draft document is approved under **section 275**,—

(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 266(b)** ceases to apply in the korowai area.

Review and amendment of Te Hiku CMS

277 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 268 to 275**, 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 275** (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.

278 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 277** 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 trustees 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 266(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 268 to 275**, with the necessary modifications, as if those provisions related to the review procedure.

279 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 268 to 275**, 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 274 and 275**, 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

280 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 268 to 279**, 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 281** 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.

281 Mediation

(1) If resolution is not reached within a reasonable time under **section 280**, 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 equally the costs of a mediator appointed under this section and related expenses; but
- (c) in all other respects, meet their own costs and expenses in relation to the mediation.

282 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 280(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

283 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.

284 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

285 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 8**, which provide a transparent decision-making framework for conservation matters in the korowai area.

Transfer of decision-making and review functions

286 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 8** provides for the contents of the customary materials plan and the process by which it is to be prepared.

287 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 8** provides for the contents of the wāhi tapu framework and the process by which it is to be prepared.

288 Protection of spiritual and cultural integrity of Te Rerenga Wairua Reserve

Part 5 of Schedule 8 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

289 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

290 Interpretation

In this subpart,—

affected person has the meaning given in section 2AA(2) of the Resource Management Act 1991

relevant consent authority, for a statutory area, means the consent authority of the 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 Aupouri of their particular cultural, historical, spiritual, ~~historical,~~ and traditional association with ~~each~~ the statutory area; and

(b) that ~~are in the form~~ is set out in part 4 of the documents schedule

statutory acknowledgement means the acknowledgement made by the Crown in **section 291** in respect of each statutory area, on the terms set out in this subpart

statutory area means an area described in **Schedule 9**, 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, or regional 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.

291 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association.

292 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are to—

(a) require relevant consent authorities, the Environment Court, and ~~the Historic Places Trust~~ Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with **sections 293 to 295**; and

(b) require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory area and to provide summaries of resource consent applications or copies of notices of applications to the trustees in accordance with **section 297**; and

(c) enable the trustees and any member of Te Aupouri to cite the statutory acknowledgement as evidence of the association of Te Aupouri with the relevant statutory area, in accordance with **section 298**.

293 Relevant consent authorities to have regard to statutory acknowledgement

(1) This section applies in respect of 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.

294 Environment Court to have regard to statutory acknowledgement

(1) This section applies to proceedings in the Environment Court in respect of 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.

~~295 Historic Places Trust and Environment Court to have regard to statutory acknowledgement~~

~~(1) This section applies if, on or after the effective date, an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.~~

~~(2) The Historic Places Trust must have regard to the statutory acknowledgement relating to the statutory area—~~

~~(a) in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application; and~~

~~(b) in determining whether the trustees are directly affected by an extension of time granted under section 14(6)(a) of that Act.~~

~~(3) The Environment Court must have regard to the statutory acknowledgement relating to the statutory area—~~

~~(a) in determining, under section 20 of the Historic Places Act 1993, an appeal against a decision of the Historic Places Trust in relation to the application; and~~

~~(b) in determining whether the trustees are persons directly affected by the decision.~~

~~(4) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.~~

295 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.

Compare: SC 34

296 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 291 to 295, 297, and 298**; and

(b) descriptions of the statutory areas wholly or partly covered by the plan; and

(c) the statements of association for the statutory areas.

(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.

297 Provision of summary or notice of resource consent applications

(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) a summary of the application, if the application is received by the consent authority; or

(b) a copy of the notice, if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991.

(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 notice in writing to a relevant consent authority,—

(a) waive their rights to be notified under this section; and

(b) state the scope of that waiver and the period it applies for.

(6) An obligation under this section does not apply to the extent that the corresponding right has been waived.

(7) 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.

298 Use of statutory acknowledgement

(1) The trustees and any member of Te Aupouri may, as evidence of the association of Te Aupouri 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) the Historic Places Trust; 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 Aupouri are precluded from stating that Te Aupouri 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

299 Application of statutory acknowledgement to river

If any part of the statutory acknowledgement applies to a river or stream (including the tributaries of 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.

300 Exercise of powers and performance of functions and duties

(1) The statutory acknowledgement does not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw.

(2) No person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Te Aupouri with a statutory area (as described in a statement of association) than that person would give under the relevant legislation or bylaw if there were no statutory acknowledgement for the statutory area.

(3) **Subsection (1)** does not limit **subsection (2)**.

(4) This section is subject to the other provisions of this subpart.

301 Rights not affected

(1) The statutory acknowledgement does not—

(a) affect the lawful rights or interests of any 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.

302 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 "**Parts 4 to 7 of the Te Hiku Claims Settlement Act 2014**".

Subpart 5—Protocols

303 Interpretation

In this subpart,—

protocol—

(a) means any of the following protocols issued under **section 304(1)(a)**:

(i) the protocol with the Minister of Energy and Resources:

(ii) the ~~culture and heritage~~ taonga tūturu protocol:

(iii) the fisheries protocol; and

(b) includes any amendments made under **section 304(1)(b)**

responsible Minister means, for the purposes of **sections 304 and 305**, one of the following:

(a) for the protocol with the Minister of Energy and Resources, that Minister:

(b) for the fisheries protocol, the Minister for Primary Industries:

(c) for the ~~culture and heritage~~ taonga tūturu protocol, the Minister for Arts, Culture and Heritage:

(d) any other Minister of the Crown authorised by the Prime Minister to perform functions and duties, and exercise powers, in relation to a protocol.

General provisions applying to protocols

304 Issuing, amending, or cancelling protocols

(1) Each responsible Minister may—

(a) issue a protocol to the trustees on the terms and conditions set out in part 2 of the documents schedule; and

(b) 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.

305 Protocols subject to rights, functions, and obligations

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, which includes the ability to—

(i) introduce legislation and change government policy; and

(ii) 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 Aupouri or a representative entity.

306 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, subject to the Crown Proceedings Act 1950, enforce the protocol.

(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)**.

Crown minerals

307 Protocol with Minister of Energy and Resources

(1) The chief executive of the Ministry of Business, Innovation, and Employment must note a summary of the terms of the protocol with the Minister of Energy and Resources in—

(a) a register of protocols maintained by the chief executive; and

(b) the minerals programmes affecting the area covered by the protocol with the Minister of Energy and Resources when those programmes are changed.

(2) The noting of the summary is—

(a) for the purpose of public notice only; and

(b) not a change to the minerals programmes for the purposes of the Crown Minerals Act 1991.

(3) The protocol with the Minister of Energy and Resources does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown minerals.

(4) In this section,—

area of protocol with the Minister of Energy and Resources means the area shown on the map attached to the protocol with the Minister of Energy and Resources, together with the adjacent waters

Crown mineral means a mineral (as defined by section 2(1) of the Crown Minerals Act 1991)—

(a) that is the property of the Crown under section 10 or 11 of that Act; or

(b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

minerals programme has the meaning given by section 2(1) of the Crown Minerals Act 1991.

Taonga tūturu protocol

308 ~~Culture and heritage~~ Taonga tūturu protocol

(1) The ~~culture and heritage~~ 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

309 Fisheries protocol

(1) The chief executive of the Ministry for Primary Industries must note a summary of the terms of the fisheries protocol in the 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, and 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 subject to the fisheries protocol, as shown on the map attached to that protocol, together with the adjacent waters.

Subpart 6—Fisheries advisory committees

310 Interpretation

In this subpart,—

fisheries protocol area has the meaning given in **section 309(4)**

Minister means the Minister for Primary Industries.

Te Aupouri fisheries advisory committee

311 Appointment of Te Aupouri 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 Aupouri 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.

(3) The Minister must consider any advice given by the Te Aupouri fisheries advisory committee.

(4) In considering any advice, the Minister must recognise and provide for the customary, non-commercial interests of Te Aupouri.

Joint fisheries advisory committee

312 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 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—

(a) the fisheries protocol area; and

(b) the fisheries protocol areas provided for by—

(i) **section 128 of Parts 1 to 3**; and

(ii) **section 509 of Parts 8 to 10**; and

(iii) **section 705 of Parts 11 to 13**.

(4) The Minister must consider any advice given by the joint 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 relevant 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—Geographic names

313 Interpretation

In this subpart,—

Act means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

Board means the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa continued by section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

official geographic name has the meaning given in section 4 of the Act.

314 Official geographic names

(1) A name specified in the first column of the table in clause 9.28 of the deed of settlement for a feature described in the third and fourth columns is altered to the name specified for the feature in the second column of the table.

(2) Each alteration is to be treated as if it were an alteration of the official geographic name by a determination of the Board under section 19 of the Act that takes effect on the settlement date.

315 Publication of official geographic names

(1) The Board must, as soon as practicable after the settlement date, give public notice of each alteration of a name under **section 314** in accordance with section 21(2) and (3) of the Act.

(2) The notices must state that the alterations took effect on the settlement date.

316 Subsequent alteration of official geographic names

(1) In making a determination to alter the official geographic name of a feature named by 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 Te Rūnanga o NgāiTakoto; and

(d) the trustees of Te Rūnanga o Te Rarawa.

(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 notice of a determination in accordance with section 21(2) and (3) of the Act.

Part 6
Commercial redress

317 Interpretation

In **subparts 1 to 3**,—

Aupouri Forest means the land described in computer interest register NA100A/1

commercial property means Te Kao School site C if—

(a) it is cleared land within the meaning of clause 10.6.1 of the deed of settlement; and

(b) clause 10.6.3(a)(ii) of the deed of settlement applies; and

(c) the conditions of transfer under the deed of settlement have been satisfied

commercial redress property means—

(a) the properties described in table 1 of part 3 of the property redress schedule; and

(b) subject to clause 10.6 of the deed of settlement, Te Kao School site C

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 the following properties defined as cultural redress properties in **section 201**:

(i) Hukatere Pā; and

(ii) Beach sites A, B, and C; and

(iii) Waipapariki (Te Kao 76 and 77B); and

(b) means Hukatere site A, as defined in **section 406 of Parts 8 to 10**; and

(c) means Hukatere site B, as defined in **section 586 of Parts 11 to 13**; 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

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 Te Rūnanga o NgāiTakato; and

(d) the trustees of Te Rūnanga o Te Rarawa

land holding agency means—

(a) the land holding agency specified for a commercial redress property in part 3 of the property redress schedule; and

(b) in the case of Te Kao School site C, the Ministry of Education, if that property becomes a commercial property

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 in table 1 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 that ~~is—~~

~~(a) a wāhi tapu or wāhi tapu area within the meaning of section 2 of the Historic Places Act 1993; and~~

~~(b) a registered place within the meaning of section 2 of the Historic Places Act 1993~~

(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 (other than Waipapariki (Te Kao 76 or 77B)), the trustees of each of the Peninsula Block settlement trusts; and

(b) for Waipapariki (Te Kao 76 and 77B), the trustees

right of access means the right conferred by **section 331**

Te Kao School site C means the property described by that name in table 1 of part 3 of the property redress schedule.

Subpart 1—Transfer of commercial redress properties

318 The Crown may transfer properties

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 do 1 or both of the following:

(a) transfer the fee simple estate in a commercial property (if any) or commercial redress property to the trustees; and

(b) sign a transfer instrument or other document, or do anything else necessary to effect the transfer.

319 Transfer of share in fee simple estate in property

A reference to the transfer of the fee simple estate in a commercial redress property in **this subpart** and **subparts 2 and 3** includes the transfer of an undivided share of the fee simple estate in the property.

320 Registrar-General to create computer freehold register

(1) This section applies to—

(a) a commercial property (if any) or commercial redress property (other than the Peninsula Block) to be transferred to the trustees, to the extent that—

(i) the property is not all of the land contained in a computer freehold register; or

(ii) there is no computer freehold register for all or part of the property; and

(b) the Peninsula Block.

(2) 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 computer freehold register any interests that are registered, notified, or notifiable and that are described in the written application; but

(c) omit any statement as to the purpose from the computer freehold register.

(3) **Subsection (2)** is subject to the completion of any survey necessary to create a computer freehold register.

(4) In this section and **section 321**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

321 Authorised person may grant covenant for later creation of computer freehold register

(1) An authorised person may grant a covenant to arrange for the later creation of a computer freehold register for a commercial property (if any) or commercial redress property that is to be transferred to the trustees under **section 318**.

(2) Despite the Land Transfer Act 1952,—

(a) the authorised person may request the Registrar-General to register a covenant (referred to in **subsection (1)**) under the Land Transfer Act 1952 by creating a computer interest register; and

(b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.

322 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.

(2) An 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.

323 Application of other enactments

(1) This section applies to the transfer to the trustees of a commercial property (if any) or commercial redress 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 that may otherwise be required to fulfil the terms of the deed of settlement.

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

(a) the transfer of a commercial property (if any) or commercial redress property; or

(b) a matter incidental to, or required for the purpose of, that transfer.

(6) In exercising the powers conferred by this subpart, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a relevant property to the trustees.

(7) **Subsection (6)** is subject to **subsections (2) and (3)**.

324 Transfer of Te Kao School site B

(1) In this section, **Te Kao School site B** (the **property**) means the commercial redress property—

(a) described under that name in table 1 of part 3 of the property redress schedule; and

(b) for which the Ministry of Education is the land-holding agency; and

(c) that after the transfer, is to be subject to a lease back to the Crown.

(2) The transfer of the property must comply with part 4 of the property redress schedule.

(3) Section 24 of the Conservation Act 1987 does not apply to the transfer of the property.

(4) The transfer instrument for the transfer of the property must include a statement that the land is to become subject to **section 325** on the registration of the transfer.

(5) The Registrar-General must, on the registration of the transfer, 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 325**.

(6) A notification under **subsection (5)** 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.

325 Requirements if lease terminates or expires

(1) This section applies if the lease relating to Te Kao School site B, or a renewal of that lease, terminates or expires without being renewed, in relation to all or part of the property that 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 part of the property.

(3) The registered proprietor of the property must apply in writing to the Registrar-General,—

(a) if no part 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 site; and

(ii) the property is subject to this section; or

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

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

(ii) the leased part is subject to this section.

(4) The Registrar-General must comply with an application received from the registered proprietor under **subsection (3)** free of charge to the applicant.

Subpart 2—Licensed land

326 Peninsula Block ceases to be Crown forest land

(1) The Peninsula Block ceases to be Crown forest land on the registration of the transfer 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 4 of the property redress schedule.

327 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.

(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.

(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 the Peninsula Block and the cultural forest land properties.

(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 the Peninsula Block and the cultural forest land properties; 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 had been returned to Māori ownership—

(a) on the settlement date; and

(b) under section 36(1) 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.

328 Effect of transfer of Peninsula Block

Section 329 applies whether or not—

(a) the transfer of the fee simple estate in the Peninsula Block has 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 (other than Waipapariki (Te Kao 76 and 77B)); and

(ii) a single licence for Waipapariki (Te Kao 76 and 77B).

329 Licence splitting process must be completed

(1) To the extent that the Crown has not completed the processes referred to in **section 328(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 that is payable for the Peninsula Block and the cultural forest land properties 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 328**; and

(b) that is not part of the rental proceeds referred to in **section 327(2)(a)**.

(3) The licence fee payable is the amount calculated in the manner described in paragraphs 4.25 to 4.27 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 land properties (other than Waipapariki (Te Kao 76 and 77B)), between the joint licensor governance entities as licensor, the licensee, and the Crown; and

(b) in relation to Waipapariki (Te Kao 76 and 77B), 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, be read as references to the relevant trustees.

Subpart 3—Access to protected sites

Right of access

330 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.

331 Right of access over Peninsula Block

(1) A right of access over the Peninsula 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.

332 Right of access to be recorded on computer freehold register

(1) This section applies to the transfer to the trustees of the Peninsula 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

333 Interpretation

In this subpart and **Schedule 10**,—

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 336**; and

(c) has not been withdrawn under **section 338**; and

(d) has not been accepted in accordance with **section 339**

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 336(1)(a) and 337**

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with **section 336**, 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, the Te Rūnanga Nui o Te Aupouri Trust 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 RFR 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 339**

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 334**

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 342(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 343(1)**

RFR period means,—

(a) for exclusive RFR land, a period of 172 years from the settlement date, in the case 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 Aupouri settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the Te Aupouri settlement date; or

(ii) if the settlement date for each of the other relevant iwi has not occurred on or before the Te Aupouri settlement date, a period of 172 years from the earlier of—

(A) the date that is 24 months after the Te Aupouri 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 Te Aupouri, the Te Rūnanga Nui o Te Aupouri Trust; and

(b) for Ngāti Kuri, the Te Manawa O Ngāti Kuri 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 Aupouri settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the Te Aupouri settlement date; or

(b) if the settlement date for each of the other relevant iwi has not occurred on or before the Te Aupouri settlement date, the earlier of—

(i) the date that is 24 months after the Te Aupouri 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 Aupouri settlement date means the settlement date under **Parts 4 to 7**.

334 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 347(1)(c) or 348**.

(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 340**); or

(ii) any other person (including the Crown or a Crown body) under **section 335(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 344 to 351** (which relate to permitted disposals of RFR land); or

(ii) under any matter referred to in **section 352(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 landowner in accordance with a waiver or variation given under **section 360**; or

(d) the RFR period for the land ends.

Restrictions on disposal of RFR land

335 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 341 to 351**; or

(b) under any matter referred to in **section 352(1)**; or

(c) in accordance with a waiver or variation given under **section 360**; 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 336**; 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 338**; and

(v) was not accepted under **section 339**.

(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 336**; and

(b) that offer is not accepted by the trustees of an offer trust under **section 339(3)**.

Trustees' right of first refusal

336 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).

337 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 336(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 339(4)**.

338 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.

339 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 336**, notices of acceptance from the trustees of 2 or more offer trusts, the RFR landowner 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.

340 Formation of contract

(1) If the trustees of an offer trust accept an offer by an RFR landowner under **section 339** 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

341 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.

342 Disposal of existing public works to local authority

(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.

343 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

344 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.

345 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.

346 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.

347 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.

348 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.

349 Disposal for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

350 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.

351 Disposal by Housing New Zealand Corporation

(1) Housing New Zealand Corporation (the **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

352 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

353 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.

354 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 335**; and

(f) if the disposal is to be made under **section 335(1)(d)**, a copy of any written contract for the disposal.

355 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 340**); or

(ii) any other person (including the Crown or a Crown body) under **section 335(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 344 to 351**; or

(ii) under any matter referred to in **section 352(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 360**.

(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.

356 Notice requirements

Schedule 10 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

357 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 353** 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 334**; and

(b) subject to this subpart (which restricts disposal, including leasing, of the land).

358 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 355**, 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 357** for the land described in the certificate.

359 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 357**; 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 357** from any computer register identified in the certificate.

General provisions applying to right of first refusal

360 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.

361 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.

362 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 10** 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 10**,—

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.

Part 7
Transitional arrangements and miscellaneous matters

Subpart 1—Transitional arrangements for governance reorganisation

363 Interpretation

(1) In **this Part**, unless the context otherwise requires,—

assets and liabilities—

(a) means assets and liabilities owned, controlled, or held, wholly or in part, immediately before the settlement date, by or on behalf of the Aupouri Maori Trust Board; 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)

Aupouri Maori Trust Board and **Board** mean the Maori Trust Board continued by section 5 of the Maori Trust Boards Act 1955

date of transfer means the day on which the assets and liabilities vest under **section 365**

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 the Board and other information required by **section 368(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

Maori Trust Board has the meaning given in section 2 of the Maori Trust Boards Act 1955

reorganisation means the changes provided for the governance arrangements of Te Aupouri in this subpart

subsidiaries means— any of the following companies that, on the settlement date, are subsidiaries (as defined in section 5 of the Companies Act 1993) of the Aupouri Maori Trust Board:

(a) Aupouri Property Limited, incorporated under company number 4160598; and

(b) Kiwidotcom (2010) Limited, incorporated under company number 545950; and

(c) Aupouri Development Company Limited, incorporated under the company number 479911; and

(d) Numberworks'n Words Northland Limited, incorporated under the company number 5140622; and

(e) Success Staffing Solutions Limited, incorporated under the company number 4996180; and

(f) Te Kahu Oranga Whanau Limited, incorporated under the company number 5245022

taxable income has the meaning given in section YA 1 of the Income Tax Act 2007.

(2) Unless the context otherwise requires, terms and expressions used but not defined in **this Part**, but defined in the Inland Revenue Acts, have the meanings given in those Acts.

Trust dissolved

364 Dissolution of Board

(1) On the settlement date,—

(a) the Board continued by section 5 of the Maori Trust Boards Act 1955 is dissolved; and

(b) the term of office of the members of the Board expires.

(2) On and from the settlement date,—

(a) proceedings by or against the Board may be continued, completed, and enforced by or against the trustees; and

(b) a reference to the Board (express or implied) in any enactment (other than in **Parts 4 to 7**), or in any instrument, register, agreement, deed (other than in the deed of settlement), lease, application, notice, or other document in force immediately before the settlement date must, unless the context otherwise requires, be read as a reference to the trustees.

(3) A person holding office as a member of the Board immediately before the settlement date is not entitled to compensation as a result of the expiry under **this Part** of his or her office.

365 Vesting of assets and liabilities

(1) On the settlement date, the assets and liabilities of the Board, except those referred to in **sections 366 and 367**, vest in the trustees and become the assets and liabilities of the trustees.

(2) Despite **subsection (1)**, the assets and liabilities of the subsidiaries continue to be assets and liabilities of those subsidiaries.

(3) To the extent that any assets and liabilities of the Board are held subject to any charitable trusts, those assets and liabilities are—

(a) freed of all charitable trusts; but

(b) subject to the trusts expressed in the Te Rūnanga Nui o Te Aupouri Trust deed.

(4) To avoid doubt, nothing in this section has the effect, of itself, of causing the subsidiaries to be different persons for the purposes of the Inland Revenue Acts.

366 Takahua Burial Ground Block

(1) The Māori reservation known as the Takahua Burial Ground Block vests as undivided one-third shares in the specified trustees as tenants in common as follows:

(a) a share vests in the trustees; and

(b) a share vests in the trustees of Te Rūnanga o Te Rarawa; and

(c) a share vests in the trustees of Te Rūnanga-Iwi O Ngāti Kahu.

(2) The Takahua Burial Ground Block remains set apart as a Māori reservation for the purposes of a burial ground for the common use and benefit of the members of Te Aupouri, Te Rarawa, and Ngāti Kahu as provided for in section 338 of Te Ture Whenua Maori Act 1993.

(3) The chief executive of Te Puni Kōkiri must, as soon as is reasonably practicable after the settlement date, provide written notification of the vesting in **subsection (1)** to—

(a) the Registrar-General; and

(b) the Registrar.

(4) The persons referred to in **subsection (3)** must, as soon as is reasonably practicable after receiving the notice, update their records accordingly.

(5) The legal description of the Takahua Burial Ground Block is set out in **Schedule 11**.

(6) In this section and **section 367**, **Registrar** has the meaning given in section 4 of Te Ture Whenua Maori Act 1993.

(7) In this section, **Te Rūnanga-a-Iwi O Ngāti Kahu** means the trust of that name established by a trust deed dated 20 January 1996 and incorporated as a charitable trust on 6 March 1996.

367 Te Neke Block

(1) The Māori reservation known as the Te Neke Block vests as undivided one-third shares in the specified trustees as tenants in common as follows:

(a) a share vests in the trustees; and

(b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust; and

(c) a share vests in the trustees of Te Runanga o NgāiTakoto.

(2) The Te Neke Block remains set apart as a Māori reserve for the purposes of recreation and as a camping ground for the common use and benefit of the members of Te Aupouri, Ngāti Kuri, and NgāiTakoto as provided for in section 338 of Te Ture Whenua Maori Act 1993.

(3) The chief executive of Te Puni Kōkiri must, as soon as is reasonably practicable after the settlement date, provide written notification of the vesting in **subsection (1)** to the Registrar.

(4) The Registrar, must as soon as is reasonably practicable after receiving the notice, update his or her records accordingly.

(5) The legal description of the Te Neke Block is set out in **Schedule 11**.

Other transitional matters

368 Final report of Board

(1) As soon as is reasonably practicable after the settlement date, the trustees must prepare a final report (as if the report were an annual report) to show fully the financial results of the operations of the Board for the period beginning on the date of the previous annual report and ending with the close of the day immediately before the settlement date.

(2) The final report must consist of a statement of the financial position of the Board and other statements of accounts necessary to provide the information required by **subsection (1)**.

(3) As soon as is reasonably practicable after the completion of the final report, the trustees must provide the final report to the Minister of Māori Affairs, who must present it to the House of Representatives as soon as is reasonably practicable after receiving it from the trustees.

369 Matters not affected by transfer

Nothing given effect to or authorised by this subpart—

(a) places the Board or the trustees of Te Rūnanga Nui, the Crown, or any other person or body in breach of a contract or confidence, or makes them civilly or criminally liable for any matter; or

(b) creates 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 the Board, the trustees of Te Rūnanga Nui, the Crown, or any other person or body in breach of an enactment, rule of law, or 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.

370 Status of contracts and other instruments

(1) In **subsection (2)**, **contracts and other instruments** means contracts, agreements, conveyances, deeds, leases, licences, other instruments, undertakings, and notices entered into by, made with, given to or by, or addressed to the Board (whether alone or with another person).

(2) On and from the settlement date, contracts and other instruments are binding on, and enforceable by, against, or in favour of, the trustees as if the contracts

or other instruments had been entered into by, made with, given to or by, or addressed to or by the trustees and not the Board.

371 Status of existing securities

(1) A security held by the Board as security for a debt or other liability to the Board incurred before the settlement date—

(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 settlement date.

(2) The trustees are entitled to the same rights and priorities, and are subject to the same liabilities, in relation to the security as the Board would be if this subpart had not been passed.

372 Books and documents to remain evidence

(1) A document, matter, or thing that would have been admissible in evidence for or against the Board is, on and after the settlement date, admissible in evidence for or against the trustees.

(2) For the purpose of this section, **document** has the same meaning as in section 4 of the Evidence Act 2006.

373 Registers

(1) The Registrar-General and other persons charged with keeping books or registers are not required to change the name of the Board 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 the Registrar-General 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 the Board or any entity wholly or partly owned or controlled by the Board immediately before the settlement date; 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 **Parts 4 to 7**.

(4) This section does not apply to the registration of the vestings referred to in **sections 366 and 367**.

374 Interpretation

In **sections 375 to 377**, a reference to an employee of the Board who becomes an employee of the trustees (a **transferred employee**) means a person employed by the Board immediately before the settlement date who becomes an employee of the trustees on the settlement date.

375 Liability of employees and agents

(1) A person who, at any time before the settlement date, held office as a member of the Board or who was an officer, employee, agent, or representative of the Board, is not personally liable in respect of an act or thing done or omitted to be done by him or her before the settlement date in the exercise or bona fide purported exercise of an authority conferred by or under the Maori Trust Boards Act 1955 or any other 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.

376 Transfer of employees

On and from the settlement date, each employee of the Board ceases to be an employee of the board and becomes an employee of the trustees.

377 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 settlement date.

(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; but

(b) does not apply to a transferred employee who receives any subsequent appointment with the trustees.

378 Continuity of employment

For the purposes of an enactment, rule of law, determination, contract, or agreement relating to the employment of a transferred employee, the transfer of the employee from the Board to the trustees does not, of itself, break the employment of that person, and the period of his or her employment by the Board is to be regarded as having been a period of service with the trustees.

379 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 the Board 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 the Board.

Subpart 2—Transitional taxation provisions

380 Application

This subpart applies, for the purposes of the Inland Revenue Acts, by virtue of the reorganisation of the governance of Te Aupouri under **subpart 1**.

Trustees deemed to be same person as Aupouri Maori Trust Board

381 Taxation in respect of transfer of assets and liabilities of Board

(1) On and from the date on which the assets and liabilities vest in the trustees under **section 365**,—

(a) the trustees are deemed to be the same person as the Board; and

(b) everything done by the Board before the assets and liabilities vest in the trustees is deemed to have been done by the trustees on the date that it was done by the Board.

(2) Income derived or expenditure incurred by the Board before the assets and liabilities vest in the trustees does not become income derived or expenditure incurred by the trustees just because the assets and liabilities vest in the trustees under **section 365**.

(3) **Subsection (4)** applies if income of the Board—

(a) is derived from a financial arrangement, trading stock, revenue account property, or depreciable property; and

(b) is exempt income of the Board but is not exempt income of the trustees.

(4) The trustees must be treated as having acquired the financial arrangement, trading stock, revenue account property, or depreciable property on the day it becomes the trustees' property for a consideration that is its market value on that day.

(5) The trustees must identify the undistributed charitable amounts, using the following formula:

$$x - y$$

where—

x is the total amounts derived by the Board 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 the Board before the settlement date

y is the amounts described in x that have been distributed before the settlement date.

(3) The undistributed charitable amounts referred to **subsection (5)** 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.

(4) 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 (5)** applies.

(5) If the trustees distribute an undistributed charitable amount for a charitable purpose, the distribution is exempt income of the recipient.

382 Election by trustees to be Māori 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 381(5)** 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 Māori 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.

Subsidiaries

383 Taxation in respect of assets and liabilities of subsidiaries

(1) This section applies provided that—

(a) the assets and liabilities of the subsidiaries remain the assets and liabilities of those subsidiaries; and

(b) income of a 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 365(4)**.

(2) The subsidiaries are 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.

384 Election by subsidiary to be Maori authority

(1) If either of the subsidiaries 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.

Subpart 3—Miscellaneous matters

Amendments

385 Maori Trust Boards Act 1955 amended

(1) This section amends the Maori Trust Boards Act 1955.

(2) On and from the settlement date, section 5 of the Maori Trust Boards Act 1955 (which continued the Aupouri Maori Trust Board) is repealed.

386 Amendments to Maori Trust Boards Regulations 1985

(1) This section amends the Maori Trust Boards Regulations 1985.

(2) Revoke clauses 5 and 17.

(3) In Schedule 1, revoke the item relating to the Aupouri Maori Trust Board.

(4) In Schedule 2, revoke the item relating to the Aupouri Maori Trust Board.

Part 8
Preliminary matters, acknowledgements and apology, and settlement of NgāiTakoto historical claims

Preliminary matters

387 Purpose

The purpose of **Parts 8 to 10** is—

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

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

388 Provisions to take effect on settlement date

(1) The provisions of **Parts 8 to 10** 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.

389 Act binds the Crown

Parts 8 to 10 bind the Crown.

390 Outline

(1) This section is a guide to the overall scheme and effect of **Parts 8 to 10**, 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 **Parts 8 to 10**; and
- (b) provides that the provisions of **Parts 8 to 10** 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 NgāiTakoto, as recorded in the deed of settlement; and
- (e) defines terms used in **Parts 8 to 10**, including key terms such as NgāiTakoto 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 9** 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 NgāiTakoto of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement, together with deeds of recognition for the statutory areas; and

(iv) in **subpart 5**, protocols for culture and heritage, for fisheries, and with the Minister of Energy and Resources 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.

(4) **Part 10** 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 5 schedules, as follows:

(a) **Schedule 12** describes the cultural redress properties:

(b) **Schedule 13** describes Te Oneroa-a-Tohe redress:

(c) **Schedule 14** describes the korowai:

(d) **Schedule 15** describes the statutory areas to which the statutory acknowledgement relates and for which deeds of recognition are issued:

(e) **Schedule 16** sets out provisions that apply to notices given in relation to RFR land.

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

391 Summary of historical account, acknowledgements, and apology

(1) **Section 392** summarises the historical account in the deed of settlement, setting out the basis for the acknowledgements and apology.

(2) **Sections 393 and 394** record the text of the acknowledgements and apology given by the Crown to NgāiTakoto 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.

392 Summary of historical account

(1) Traditionally, the NgāiTakoto rohe is defined by the journeys taken by spirits as they return to their spiritual homeland of Hawaiki, stretching from the southern

boundary of Ahipara in the west and Rangaunu in the east, northward to Te Rerenga Wairua (Cape Reinga).

(2) Prior to the arrival of Europeans, NgāiTakoto were largely based around various pa and kainga Kapowairua, Parengarenga, Houhora, Waimanoni, Kaitaia, and Te Make. Like other Te Hiku iwi, they were highly mobile, relying on the coast and local waterways for kai and passage.

(3) British missionaries were some of the first settlers to establish themselves within the NgāiTakoto rohe. The local iwi initially saw advantages with the arrival of settlers, through the introduction of new technologies and access to the European world, and the benefits these might bring.

(4) Numerous land agreements with settlers occurred throughout the 1830s, covering much of the NgāiTakoto rohe. While some of the deeds provided for ongoing use of land by local Māori, they were signed by rangatira from other iwi, and NgāiTakoto had limited involvement in the transactions.

(5) NgāiTakoto signed te Tiriti o Waitangi/the Treaty of Waitangi in Kaitaia on 28 April 1840. After the signing of the Treaty, the Crown appointed land claims commissioners to investigate pre-Treaty land claims. The commissioners' final recommendation confirmed the alienation of an initial 32 000 acres of land in the NgāiTakoto rohe: settlers received 17 000 acres and 15 000 acres went to the Crown as surplus land. NgāiTakoto with interests in these lands received 450 acres.

(6) Unlike the terms of the original land transactions, the new Crown grants did not allow for NgāiTakoto to continue to use cultivation areas and kainga in Te Make, Ohotu, Awanui, and numerous other traditional areas. The loss of rights to land along the Awanui River was especially hard as it limited access to river resources and fertile land. Moreover, some of the proposed 450 acres of reserves were never established.

(7) In 1844, NgāiTakoto lost further land rights in the forced cession of almost 2 500 acres at Ruatorara (East Beach) when the Crown demanded another iwi provide compensation to a settler over an incident involving a ship in Ahipara.

(8) In 1858 and 1859, before the pre-Treaty transactions were finalised, the Crown purchased an additional 4 land blocks (Muriwhenua South, Wharemaru, Oinu, and Ahipara), totalling 112 613 acres, in which NgāiTakoto had mana whenua interests. As with previous transactions, NgāiTakoto had no involvement in these arrangements, nor were they able to retain any of the reserves created from these Crown purchases, including the Houhora Peninsula, which totalled 7 500 acres.

(9) By 1859, NgāiTakoto were virtually landless. The loss of their lands severely affected their ability to access and manage traditional natural resources, destroyed their cultural foundations and undermined their tribal structures.

393 Acknowledgements

(1) The Crown acknowledges that NgāiTakoto have well founded and legitimate grievances and that until now it has failed to address those in an appropriate manner. The Crown's provision of redress to NgāiTakoto for those historical grievances is long overdue.

(2) The Crown acknowledges that in approving pre-Treaty land transactions totalling 32 000 acres, issuing grants to settlers for those lands, and retaining approximately 15 000 acres of "surplus land" from the Warau Matako, Kaitaia (Kerekere), Otararau, Waiokai, Awanui, and Te Make (Okiore) transactions in the NgāiTakoto rohe, it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles by—

(a) failing to consider the customary rights and interests of NgāiTakoto; and

(b) failing to assess the impact of the alienation of those lands on NgāiTakoto.

(3) The Crown acknowledges that it was in further breach of the Treaty and its principles when it failed to preserve occupation and use rights agreed in the pre-Treaty deeds for Awanui (Otaki), Te Make (Okiore), and Ohoto lands and by taking decades to settle title or assert its own claim to these lands. This resulted in NgāiTakoto losing vital kainga and cultivation areas.

(4) The Crown acknowledges that—

(a) it pressured Māori in 1844 to cede land at Ruatorara (East Beach) to compensate a settler for the goods Māori had removed from his schooner when it grounded at Ahipara; and

(b) it failed to investigate the customary interests in the ceded land; and

(c) this process for determining reparation was prejudicial to NgāiTakoto who lost land they had interests in and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(5) The Crown acknowledges that—

(a) it failed to carry out an adequate inquiry into the nature and extent of NgāiTakoto customary rights in lands in the Muriwhenua South, Wharemaru, and other pre-1865 purchases; and

(b) its failure to protect NgāiTakoto rights and interests to their full extent prejudiced the iwi and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(6) The Crown acknowledges that—

(a) by 1859 NgāiTakoto were virtually landless in their core area of occupation, having lost their interests in approximately 155 000 acres; and

(b) when the Houhora Peninsula was alienated in 1867 to private parties, NgāiTakoto lost further occupation areas and sites of high cultural significance; and

(c) the loss of their lands severely undermined the tribal structures of NgāiTakoto and was detrimental to their future well-being and strength as an iwi; and

(d) the Crown's failure to ensure that NgāiTakoto retained sufficient land for their present and future needs was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(7) The Crown acknowledges—

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

(b) that it has failed to respect, provide for, and protect the special relationship with NgāiTakoto to Te Oneroa-a-Tohe.

(8) The Crown acknowledges that its failure to actively protect NgāiTakoto hindered their ability to participate in economic development and marginalised the iwi. the Crown further acknowledges that the cumulative effect of its actions and omissions left generations of NgāiTakoto a legacy of impoverishment, spiritually, psychologically, and economically. This has had an enduring and ongoing impact on the iwi.

394 Apology

(1) The Crown apologises to NgāiTakoto, to their ancestors, and to their descendants for failing to achieve the relationship sought by NgāiTakoto, as Treaty partner, and for the consequences to NgāiTakoto of that failure. The Crown acknowledges the impact of land loss, and with that the suffering and hardships that befell generations of NgāiTakoto members. The Crown, in this regard, unreservedly apologises to NgāiTakoto.

(2) The Crown's failures of the past left NgāiTakoto virtually landless by 1859. Its actions caused significant damage to the social and economic development of NgāiTakoto and severely undermined the well-being of the iwi with consequences that continue to be felt today. The Crown again apologises to NgāiTakoto for those events.

(3) The Crown recognises that it has not always fulfilled its obligations to NgāiTakoto under te Tiriti o Waitangi/the Treaty of Waitangi that was signed in Kaitaia by NgāiTakoto rangatira and Crown representatives in 1840.

(4) The Crown recognises that the process of healing begins with this agreement between the Crown and NgāiTakoto. The Crown looks forward to building an enduring relationship of mutual trust and co-operation with NgāiTakoto that is based on a mutual respect and on te Tiriti o Waitangi/the Treaty of Waitangi, and to achieving that relationship and partnership sought by NgāiTakoto in 1840.

Interpretation provisions

395 Interpretation of Parts 8 to 10 generally

It is the intention of Parliament that the provisions of **Parts 8 to 10** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

396 Interpretation

In **Parts 8 to 10**, 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 518**

commercial redress property has the meaning given in **section 518**

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed ~~under~~ in accordance with section 24AA of the Land Act 1948

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 518**

Crown forestry licence has the meaning given in **section 518**

cultural redress property has the meaning given in **section 406**

deed of recognition—

(a) means a deed of recognition issued under **section 499** by—

(i) the Minister of Conservation and the Director-General; or

(ii) the Commissioner of Crown Lands; and

(b) includes any amendments made under **section 499(4)**

deed of settlement—

(a) means the deed of settlement dated 27 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) Rangitane Marsden, Mangu Awaru, and Robert Tamati, for and on behalf of NgāiTakoto; and

(iii) Mangu Awaru and Wallace Rivers, being the trustees of Te Rūnanga o NgāiTakoto; 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 518**

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

~~**Historic Places Trust** has the meaning given to **Trust** in section 2 of the Historic Places Act 1993~~

historical claims has the meaning given in **section 398**

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 9**

LINZ means Land Information New Zealand

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

member of NgāiTakoto means an individual referred to in **section 397(1)(a)**

NgāiTakoto has the meaning given in **section 397**

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

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 Parts 1 to 3**

Peninsula Block has the meaning given in **section 518**

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 ~~under~~ in accordance with section 4 of the Land Transfer Act 1952

representative entity means—

(a) the trustees of Te Rūnanga o NgāiTakoto; and

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

(i) the collective group referred to in **section 397(1)(a)**; or

(ii) 1 or more members of NgāiTakoto; or

(iii) 1 or more of the whānau, hapū, or groups referred to in **section 397(1)(c)**

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

reserve property has the meaning given in **section 406**

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 10**

RFR date, **RFR land**, **balance RFR land**, **exclusive RFR land**, and **shared RFR land** have the meanings given in **section 537**

RFR period has the meaning given in **section 537**

settlement date means the date that is 60 working days after the date on which **Parts 8 to 10** come into force

statutory acknowledgement has the meaning given in **section 490**

Te Aupouri and **Te Rūnanga Nui o Te Aupouri Trust** have the meanings given in **sections 191 and 192 of Parts 4 to 7**

Te Hiku o Te Ika iwi—

(a) means any or all of the following:

(i) NgāiTakoto:

(ii) Ngāti Kuri:

(iii) Te Aupouri:

(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 9** (which relate to Te Oneroa-a-Tohe redress and the korowai); and

(ii) **subpart 4 of Part 10** (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) NgāiTakoto:

(ii) Ngāti Kuri:

(iii) Te Aupouri:

(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 9** (which relate to Te Oneroa-a-Tohe redress and the korowai); and

(ii) **subpart 4 of Part 10** (which relates to the RFR redress)

Te Manawa O Ngāti Kuri Trust has the meaning given in **section 12 of Parts 1 to 3**

Te Rarawa and **Te Rūnanga o Te Rarawa** have the meanings given in **sections 576 and 577 of Parts 11 to 13**

Te Rūnanga o NgāiTakoto means the trust of that name established by a trust deed dated 8 March 2013

tikanga means customary values and practices

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

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.

397 Meaning of NgāiTakoto

(1) In **Parts 8 to 10**, **NgāiTakoto**—

(a) means the collective group composed of individuals who are descended from an ancestor of NgāiTakoto; and

(b) includes those individuals; and

(c) includes any whānau, hapū, or group to the extent that it is composed of those individuals.

(2) In this section and **section 398**,—

ancestor of NgāiTakoto means an individual who—

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

(i) Tuwhakatere; or

(ii) any other recognised ancestor of a group referred to in part 1.4 and section 11.10.2 of the deed of settlement; and

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

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 NgāiTakoto tikanga.

398 Meaning of historical claims

(1) In **Parts 8 to 10**, **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 NgāiTakoto 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 NgāiTakoto or a representative entity, including each of the following claims, to the

extent that **subsection (2)** applies to Wai 613 (Ngaitakoto-a-Iwi 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 NgāiTakoto or a representative entity:

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

(ii) Wai 45 (Muriwhenua Land claim):

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

(iv) Wai 913 (Kareponia 1A5C2B Block (Northland claim):

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

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

(vii) Wai 1980 (Parengarenga 3G Block claim).

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

(a) a claim that a member of NgāiTakoto, or a whānau, hapū, or group referred to in **section 397(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 of NgāiTakoto; or

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

(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

399 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 9 and 10**; or

(d) the redress provided under the deed of settlement or **this Part** or **Parts 9 and 10**.

(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 9 and 10**.

Amendment to Treaty of Waitangi Act 1975

400 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 "**Parts 8 to 10 of the Te Hiku Claims Settlement Act 2014**, **section 399(4) and (5)**".

Resumptive memorials no longer to apply

401 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 NgāiTakoto 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.

402 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 401(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 401(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

Miscellaneous matters

403 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 NgāiTakoto 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 NgāiTakoto 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.

404 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.

405 Provisions of other Acts that have same effect

If a provision in **Parts 8 to 10** has the same effect as a provision in 1 or more of **Parts 1 to 3**, **Parts 4 to 7**, or **Parts 11 to 13**, the provisions must be given effect to only once, as if they were 1 provision.

Part 9
Cultural redress

Subpart 1—Vesting of cultural redress properties

406 Interpretation

In this subpart,—

Crown stratum means the space occupied by—

(a) the water of a lake; and

(b) the air above the water

cultural redress property means each of the following properties, and each property means the land of that name described in **Schedule 12**:

Properties vested in fee simple

(a) Hukatere site A:

(b) Kaimaumau Marae property:

(c) Waipapakauri Papakainga property:

Properties vested in fee simple to be administered as reserves

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

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

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

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

(h) Waipapakauri Beach property:

(i) Wharemaru / East Beach property:

Properties vested in fee simple subject to conservation covenant

(j) Lake Tangonge site A:

(k) Tangonge property:

Lake and lakebed properties vested in fee simple

(l) Bed of Lake Ngatu:

(m) Lake Katavich:

(n) Lake Ngakapua:

(o) Lake Rotokawau:

(p) Lake Waiparera

joint management body means the body to be established under **section 436** to manage Beach sites A, B, C, and D

jointly vested property means each of the properties named in **paragraphs (d) to (g), (j), and (k)** of the definition of cultural redress property

lake means—

(a) the space occupied from time to time by the waters of the lake at their highest level without overflowing its banks; and

(b) the airspace above the water; and

(c) the bed below the water

lake property means each of the properties named in **paragraphs (m) to (p)** of the definition of cultural redress property

reserve property means each of the properties named in **paragraphs (d) to (i) and (l)** of the definition of cultural redress property.

Properties vested in fee simple

407 Hukatere site A

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

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

408 Kaimaumau Marae property

(1) The Kaimaumau Marae property ceases to be a conservation area under the Conservation Act 1987.

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

409 Waipapakauri Papakainga property

(1) The Waipapakauri Papakainga property ceases to be a conservation area under the Conservation Act 1987.

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

Properties vested in fee simple to be administered as reserves

410 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 Parts 1 to 3**; and

(c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under **section 214 of Parts 4 to 7**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 610 of Parts 11 to 13**.

(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 436** 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 437**.

411 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 Parts 1 to 3**; and

(c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under **section 215 of Parts 4 to 7**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 611 of Parts 11 to 13**.

(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 436** 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 437**.

412 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 Parts 1 to 3**; and
- (c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under **section 216 of Parts 4 to 7**; and
- (d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 612 of Parts 11 to 13**.

(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 436** 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 437**.

413 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 Parts 1 to 3**; and

(c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under **section 217 of Parts 4 to 7**; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under **section 613 of Parts 11 to 13**.

(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 436** 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 437**.

414 Application of Crown forestry licence

(1) **Subsection (2)** applies to each of Beach sites A, B, and C (**Beach site**) 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 of the site by the joint management body established under **section 436**.

(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)**.

415 Waipapakauri Beach property

(1) The Waipapakauri Beach property ceases to be a conservation area under the Conservation Act 1987.

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

(3) The Waipapakauri Beach 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 Waipapakauri Beach Scenic Reserve.

(5) **Subsections (1) to (4)** do not take effect until the trustees have provided—

- (a) the registered proprietors of the land contained in computer freehold register NA78D/973 with a registrable right of way easement on the terms and conditions set out in part 6.4 of the documents schedule; and
- (b) the registered proprietors of the land contained in computer freehold register NA78D/974 with a registrable right of way easement on the terms and conditions set out in part 6.4 of the documents schedule; and
- (c) the registered proprietors of the land contained in computer freehold register NA78D/975 with a registrable right of way easement on the terms and conditions set out in part 6.4 of the documents schedule; and
- (d) the registered proprietors of the land contained in computer freehold registers NA77D/959 and NA77D/760 with a registrable right of way easement on the terms and conditions set out in part 6.4 of the documents schedule; and
- (e) the registered proprietors of the land contained in computer freehold register NA77D/961 with a registrable right of way easement on the terms and conditions set out in part 6.4 of the documents schedule; and
- (f) the registered proprietors of the land contained in computer freehold register NA77D/962 with a registrable right of way easement on the terms and conditions set out in part 6.4 of the documents schedule; and
- (g) the registered proprietors of the land contained in computer freehold register NA77D/963 with a registrable right of way easement on the terms and conditions set out in part 6.4 of the documents schedule.

(6) Despite the provisions of the Reserves Act 1977, each easement—

- (a) is ~~enforeceable~~ enforceable in accordance with its terms; and
- (b) is to be treated as having been granted in accordance with the Reserves Act 1977.

416 Wharemaru / East Beach property

(1) The Wharemaru / East Beach property ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in the Wharemaru / East Beach property vests in the trustees.

(3) The Wharemaru / East Beach 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 Wharemaru / East Beach Scenic Reserve.

(5) Despite the trustees being the administering body of the Wharemaru / East Beach Scenic Reserve, the Minister of Conservation is—

(a) a fire authority for the Wharemaru / East Beach property for the purposes of the Forest and Rural Fires Act 1977; and

(b) the occupier of the Wharemaru / East Beach property for the purposes of pest control under the Biosecurity Act 1993.

Properties vested in fee simple subject to conservation covenant

417 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 Te Rarawa under **section 615 of Parts 11 to 13**.

(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 6.1 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.

418 Tangonge property

(1) The fee simple estate in the Tangonge property 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 Te Rarawa under **section 618 of Parts 11 to 13**.

(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 6.2 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 6.3 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.

Lake and lakebed properties vested in fee simple

419 Bed of Lake Ngatu

(1) The reservation of the bed of Lake Ngatu (being part of Lake Ngatu Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in the bed of Lake Ngatu vests in the trustees.

(3) The bed of Lake Ngatu is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.

(4) The reserve is named Bed of Lake Ngatu Recreation Reserve.

(5) To avoid doubt, the vesting under **subsection (2)** does not give any rights to, or impose any obligations on, the trustees in relation to—

(a) the waters of the lake; or

(b) the aquatic life of the lake (other than the plants attached to the bed of the lake).

(6) To the extent that the bed of Lake Ngatu has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

420 Lake Ngatu Recreation Reserve

The Crown stratum above the bed of Lake Ngatu continues to be a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.

421 Lake Katavich

(1) The fee simple estate in Lake Katavich vests in the trustees.

(2) Lake Katavich is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

(3) **Section 425** sets out further matters applying to the vesting of Lake Katavich.

(4) To the extent that Lake Katavich has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

422 Lake Ngakapua

(1) The fee simple estate in Lake Ngakapua vests in the trustees.

(2) Lake Ngakapua is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

(3) **Section 425** sets out further matters applying to the vesting of Lake Ngakapua.

(4) To the extent that Lake Ngakapua has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

423 Lake Rotokawau

(1) The fee simple estate in Lake Rotokawau vests in the trustees.

(2) Lake Rotokawau is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

(3) **Section 425** sets out further matters applying to the vesting of Lake Rotokawau.

(4) To the extent that Lake Rotokawau has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

424 Lake Waiparera

(1) The fee simple estate in Lake Waiparera vests in the trustees.

(2) Lake Waiparera is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

(3) **Section 425** sets out further matters applying to the vesting of Lake Waiparera.

(4) To the extent that Lake Waiparera has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.

425 Effect of vesting of lake properties

(1) The vesting of a lake property by **sections 421 to 424** does not limit or otherwise affect any lawful right of access to, or use of, Lake Katavich, Lake Ngakapua, Lake Rotokawau, or Lake Waiparera (a **lake**).

(2) Members of the public may carry out any lawful recreational activities in or on a lake without interference by or on behalf of the trustees.

(3) In this section, **recreational activity**—

(a) includes swimming, boating, waterskiing, fishing, and duck shooting; but

(b) does not include an activity—

(i) that is unlawful under any enactment or that must be carried out in accordance with an enactment; or

(ii) for which members of the public are required by or under any enactment to hold a licence or permit authorising the activity, unless

the activity is carried out under and in accordance with the necessary licence or permit; or

(iii) that involves attaching a fixture to a lake property or that carries a risk of significant adverse effect to a lake.

(4) The vesting of a lake property does not give the trustees any rights or impose any obligations in relation to—

(a) the waters of a lake; or

(b) the aquatic life of a lake (other than plants attached to the bed of the lake).

General provisions applying to vesting of cultural redress properties

426 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 12**.

427 Interests in land for certain reserve properties

(1) This section applies to each of Beach sites A, B, C, and D 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 12**,—

(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 437**.

428 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 12**, 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) 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.

429 Vesting of share of fee simple estate in property

In **sections 430 to 433**, 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.

430 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 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 8 of the deed of settlement.

(4) **Subsection (5)** applies to a cultural redress property (other than a jointly vested property), but only to the extent that **subsection (2)** does not apply to the property.

(5) 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 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 Te Rarawa 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 A:

(ii) Lake Katavich:

(iii) Lake Ngakapua:

(iv) Lake Rotokawau:

(v) Lake Waiparera:

(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) Tangonge property:

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

431 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 reserve property.

(3) Part 4A of the Conservation Act 1987 does not apply to the vesting of—

(a) Lake Katavich; or

(b) Lake Ngakapua; or

(c) Lake Rotokawau; or

(d) Lake Waiparera.

(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) **Subsections (2) and (4)** do not limit **subsection (1)**.

432 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),—

(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 431(4) and 437**; and

(b) for each of the following properties, that Part 4A of the Conservation Act 1987 does not apply:

(i) Lake Katavich; or

(ii) Lake Ngakapua; or

(iii) Lake Rotokawau; or

(iv) Lake Waiparera; and

(c) for a jointly vested reserve property to which **section 430(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 427(4), 431(4), and 437**; and

(d) 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), 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 431(4) and 437**; 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 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 430** 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 427(4), 431(4), and 437**; 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 430** or derived from a computer freehold register created under that section, for the part of the property that remains a reserve.

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

433 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.

434 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.

Further provisions applying to reserve properties

435 Application of other enactments to reserve properties

(1) The trustees are the administering body of a reserve property, except as provided for in **sections 410 to 413**.

~~(2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve property, despite sections 48A(6), 114(5), and 115(6) of that Act.~~

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

(4) 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.

(5) 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.

(6) 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.

436 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 Te Rarawa.

(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.

437 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 may be transferred only in accordance with **section 439**.

(3) The fee simple estate in the reserve land in any other property may be transferred only in accordance with **section 438 or 439**.

(4) In this section and **sections 438 to 440**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

438 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.

439 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.

440 Reserve land not to be mortgaged

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

441 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

442 Interpretation

In this subpart and **Schedule 13**,—

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 446(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 454**

Beach sites A, B, C, and D means the properties listed in **paragraphs (f) to (i)** of the definition of **cultural redress property** in **section 406**

Central and South Conservation Areas and Ninety Mile Beach Marginal Strip means the areas marked in blue and green on the plan in part 6 of the attachments

commissioners means accredited persons appointed to a panel under **section 451**

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 446(1)(a) to (d)**; and

(b) if **section 447(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 451** 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 444(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 443** 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

443 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

444 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 446**, 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 appointment issued by the relevant appointer.

(5) **Part 1 of Schedule 13** sets out provisions relating to the members and procedures of the Board.

445 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.

446 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 Te Rarawa:

(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 447(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 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.

447 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 their 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 446(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

448 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 436** for 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.

449 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

450 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.

451 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 446 or 447** must appoint up to half of the members of the panel from the list of commissioners compiled under **section 450(1)(b)**.

(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 450(1)(b)**; 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)**.

452 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.

453 Obligation of Board

The Board must provide guidelines to the Councils as to the information that is required under **section 452**, 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

454 Preparation and approval of beach management plan

(1) The Board must prepare and approve a beach management plan as required by **section 448(3)(a)** in accordance with the requirements set out in **Part 2 of Schedule 13**.

(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 446(1)(a) to (d)** are the members of the subcommittee.

455 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

456 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 455(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.

457 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 455(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.

458 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

459 Application of other Acts to Board

(1) To the extent that they are relevant to the purpose and functions of the Board under **Parts 8 to 10**, the provisions of the following Acts apply to the Board,

with the necessary modifications, unless otherwise provided in this subpart or **Schedule 13**:

(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 (9)(b),~~ 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 446**.

Subpart 3—Korowai

460 Interpretation

In this subpart and **Schedule 14**,—

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 6.149 of the deed of settlement

customary materials plan means the plan provided for by **section 486** and **Part 3 of Schedule 14**

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 469**

korowai area—

(a) means the land administered by the Department of Conservation, as shown on the plan included as Appendix 3 to part 6 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 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 465**) 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 464(1)(a)**; and

(b) if **section 464(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 466(a)**; and

(b) the CMS described in **section 466(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 6.130 and 6.131 of the deed of settlement

representatives, in relation to Te Hiku o Te Ika iwi, means the representatives appointed in accordance with clause 6.148 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 462**

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 6 of the deed of settlement

wāhi tapu framework means the framework provided for by **section 487**

wāhi tapu management plan means the management plan provided for in **Part 4 of Schedule 14**.

Overview of, and background to, korowai redress

461 Overview and background

(1) The provisions of this subpart, **Schedule 14**, 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 individual 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

462 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 14** provides otherwise.

463 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 Te Hiku o Te Ika Conservation Board

464 Appointment of members of Te Hiku o Te Ika Conservation Board

(1) Te Hiku o Te Ika Conservation Board consists of—

(a) 4 members appointed by the Minister of Conservation 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 Te Rarawa; and

(b) 4 members appointed by the Minister.

(2) If the Ministers give notice under **section 465(3)** that Ngāti Kahu will participate in the korowai redress on an interim basis, as provided for by **section 465**, 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 14**.

465 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 to 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 to 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 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 464(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

466 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 476**; 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.

467 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 487**; 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

468 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.

469 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 preparing 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 467(3)**.

470 Notification of draft document

(1) As soon as practicable after the date on which preparation of the draft document commences under **section 469**, 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.

471 Submissions

(1) Any person may, before the date specified in the notice given under **section 470(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.

472 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 470(4)**.

(3) The hearing of submissions must be concluded not later than 2 months after the date specified in the notice given under **section 471(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 470(4)**.

473 Revision of draft document

The parties must, after considering the submissions heard and other views received under **section 470(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 472(4)**.

Approval process

474 Submission of draft document to Conservation Authority

(1) After considering the draft document and the summary of submissions provided under **section 473**, 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.

475 Approval of Te Hiku CMS

(1) The Conservation Authority—

(a) must consider the draft document and any relevant information provided to it under **section 474(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.

476 Effect of approval of Te Hiku CMS

On and from the day that the draft document is approved under **section 475**,—

(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 466(b)** ceases to apply in the korowai area.

Review and amendment of Te Hiku CMS

477 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 468 to 475**, 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 475** (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.

478 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 477** 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 466(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 468 to 475**, with the necessary modifications, as if those provisions related to the review procedure.

479 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 468 to 475**, 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 474 and 475**, 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

480 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 468 to 479**, 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 481** 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.

481 Mediation

(1) If resolution is not reached within a reasonable time under **section 480**, 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.

482 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 480(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

483 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.

484 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

485 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 14**, which provide a transparent decision-making framework for conservation matters in the korowai area.

Transfer of decision-making and review functions

486 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 14** provides for the contents of the customary materials plan and the process by which it is to be prepared.

487 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 14** provides for the contents of the framework and the process by which it is to be prepared.

488 Protection of spiritual and cultural integrity of Te Rerenga Wairua Reserve

Part 5 of Schedule 14 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

489 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 6 of the deed of settlement.

Subpart 4—Statutory acknowledgement and deeds of recognition

490 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 NgāiTakoto 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 491** in respect of the statutory areas, on the terms set out in this subpart

statutory area means an area described in **Schedule 15**, 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

491 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association for the statutory areas.

492 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are—

(a) to require relevant consent authorities, the Environment Court, and ~~the Historic Places Trust~~ Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with **sections 493 to 495**; 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 496 and 497**; and

(c) to enable the trustees and any member of NgāiTakoto to cite the statutory acknowledgement as evidence of the association of NgāiTakoto with a statutory area, in accordance with **section 498**.

493 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.

494 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.

~~495 Historic Places Trust and Environment Court to have regard to statutory acknowledgement~~

~~(1) This section applies to an application made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.~~

~~(2) On and from the effective date, the Historic Places Trust must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 14 of the Historic Places Act 1993 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 20 of the Historic Places Act 1993, an appeal against a decision of the Historic Places Trust in relation to the application.~~

~~(4) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.~~

495 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.

496 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 491 to 495, 497, and 498**; 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.

497 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 Re-

source 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.

498 Use of statutory acknowledgement

(1) The trustees and any member of NgāiTakoto may, as evidence of the association of NgāiTakoto 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) the Historic Places Trust; 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 NgāiTakoto are precluded from stating that NgāiTakoto have 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.

Deeds of recognition

499 Issuing and amending deeds of recognition

(1) This section applies in respect of the statutory areas listed in **Schedule 15**.

(2) The Minister of Conservation and the Director-General must issue a deed of recognition in the form set out in part 3 of the documents schedule for the statutory areas administered by the Department of Conservation.

(3) The Commissioner of Crown Lands must issue a deed of recognition in the form set out in part 3 of the documents schedule for the statutory areas administered by the Commissioner.

(4) The person or persons who issue a deed of recognition may amend the deed, but only with the written consent of the trustees.

General provisions relating to statutory acknowledgement and deeds of recognition

500 Application of statutory acknowledgement and deed of recognition to river, stream, or lake

(1) 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.

(2) If any part of a deed of recognition applies to a river or stream, that part of the deed—

(a) applies only to 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 and managed by the Crown; or

(ii) the bed of an artificial watercourse; or

(iii) a tributary flowing into the river.

(3) If any part of a statutory acknowledgement or deed of recognition applies to a lake,—

(a) that part of the acknowledgement or deed of recognition applies only to—

(i) the body of fresh water in the lake; and

(ii) the bed of the lake; and

(b) in the case of a statutory acknowledgement, that part of the acknowledgement does not apply to any part of the bed of the lake that is not owned by the Crown; and

(c) in the case of a deed of recognition, that part of the deed of recognition does not apply to any part of the bed of the lake that is not owned and managed by the Crown; and

(d) that part of the acknowledgement or deed of recognition does not apply,—

(i) in the case of a lake not controlled by artificial means, to any land that the waters of the lake do not cover at their highest level without overflowing the banks of the lake; or

(ii) in the case of a lake controlled by artificial means, to any land that the waters of the lake do not cover at the maximum operating level; or

(iii) to any river, stream, or watercourse, whether artificial or otherwise, draining into or out of a lake.

(4) In this section,—

lake means a body of fresh water that is entirely or nearly surrounded by land, and includes a lake controlled by artificial means

maximum operating level means the level of water prescribed for an activity carried out in or on a lake under a resource consent or a rule in a regional plan or proposed plan within the meaning of the Resource Management Act 1991.

501 Exercise of powers and performance of functions and duties

(1) The statutory acknowledgement and a deed of recognition do 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 NgāiTakoto with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area.

(3) **Subsection (2)** does not limit **subsection (1)**.

(4) This section is subject to—

(a) the other provisions of this subpart; and

(b) any obligation imposed on the Minister of Conservation, the Director-General, or the Commissioner of Crown Lands by a deed of recognition.

502 Rights not affected

(1) The statutory acknowledgement and a deed of recognition do 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

503 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 "**Parts 8 to 10 of the Te Hiku Claims Settlement Act 2014**".

Subpart 5—Protocols

504 Interpretation

In this subpart,—

protocol—

(a) means each of the following protocols issued under **section 505(1)(a)**:

(i) the ~~culture and heritage~~ taonga tūturu protocol:

(ii) the fisheries protocol:

(iii) the protocol with the Minister of Energy and Resources; and

(b) includes any amendments made under **section 505(1)(b)**

responsible Minister means,—

(a) for the ~~culture and heritage~~ taonga tūturu protocol, the Minister for Arts, Culture and Heritage:

(b) for the fisheries protocol, the Minister for Primary Industries:

(c) for the protocol with the Minister of Energy and Resources, that Minister:

(d) 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

505 Issuing, amending, and cancelling protocols

(1) Each responsible Minister—

(a) must issue a protocol to the trustees on the terms set out in part 4 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.

506 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 NgāiTakoto or a representative entity.

507 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)**.

~~Culture and heritage~~ Taonga tūturu

508 ~~Culture and heritage~~ Taonga tūturu protocol

(1) The ~~culture and heritage~~ 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

509 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.

Crown minerals

510 Protocol with Minister of Energy and Resources

(1) The chief executive of the department of State responsible for the administration of the Crown Minerals Act 1991 must note a summary of the terms of the protocol with the Minister of Energy and Resources in—

(a) a register of protocols maintained by the chief executive; and

(b) the minerals programmes that affect the protocol area, but only when those programmes are changed.

(2) The noting of the summary is—

(a) for the purpose of public notice only; and

(b) not a change to the minerals programmes for the purposes of the Crown Minerals Act 1991.

(3) The protocol with the Minister of Energy and Resources does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown minerals.

(4) In this section,—

Crown mineral means a mineral, as defined in section 2(1) of the Crown Minerals Act 1991,—

(a) that is the property of the Crown under section 10 or 11 of that Act; or

(b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

minerals programme has the meaning given in section 2(1) of the Crown Minerals Act 1991

protocol area means, in relation to the protocol with the Minister of Energy and Resources, the area shown on the map attached to that protocol, together with the adjacent waters.

Subpart 6—Fisheries advisory committees

511 Interpretation

In this subpart,—

fisheries protocol area has the meaning given in **section 509**

Minister means the Minister for Primary Industries.

512 Appointment of NgāiTakoto 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 NgāiTakoto 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.

(3) The Minister must consider any advice given by the NgāiTakoto fisheries advisory committee.

(4) In considering any advice, the Minister must recognise and provide for the customary, non-commercial interests of NgāiTakoto.

513 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 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—

(a) the fisheries protocol area; and

(b) the fisheries protocol areas provided for by—

(i) **section 128 of Parts 1 to 3**; and

(ii) **section 309 of Parts 4 to 7**; and

(iii) **section 705 of Parts 11 to 13**.

(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

514 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.

515 Official geographic names

(1) A name specified in the second column of the table in clause 8.28 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.

516 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 515** 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.

517 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 Te Rarawa.

(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.

Part 10
Commercial redress

518 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 A defined as cultural redress properties in **section 406**; and

(b) means Hukatere Pā, as defined in **section 201 of Parts 4 to 7**; and

(c) means Hukatere site B, as defined in **section 586 of Parts 11 to 13**; 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 Te Rarawa

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 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 that ~~is—~~

~~(a) a wāhi tapu or wāhi tapu area within the meaning of section 2 of the Historic Places Act 1993; and~~

~~(b) a registered place within the meaning of section 2 of the Historic Places Act 1993~~

(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 the trustees of each of the Peninsula Block settlement trusts

right of access means the right conferred by **section 534**.

Subpart 1—Transfer of commercial redress properties and deferred selection properties

519 The Crown may transfer properties

(1) To give effect to part 9 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 401(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 402** (which relates to the cancellation of resumptive memorials).

520 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.

521 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.

522 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 519**:

(a) a commercial redress property:

(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 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.

(4) **Subsection (3)** is subject to the completion of any survey necessary to create a computer freehold register.

(5) In this section and **sections 523 to 525**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

523 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 519**:

(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.

524 Computer freehold register for Peninsula Block

(1) This section applies to the Peninsula 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.

525 Authorised person may grant covenant for later creation of computer freehold register

(1) For the purposes of **sections 522 to 524**, 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.

526 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 519**, 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)**.

527 Transfer of Kaitaia College

(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)**.

528 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 529** 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 529**.

(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.

529 Requirements if lease terminates or expires

(1) This section applies if the lease referred to in **section 528(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

530 Peninsula Block ceases to be Crown forest land

(1) The Peninsula Block ceases to be Crown forest land on the registration of the transfer 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 9 of the deed of settlement, or part 6 of the property redress schedule.

531 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.

(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.

(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 the Peninsula Block and the cultural forest land properties.

(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 the Peninsula Block and the cultural forest land properties; 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 had been returned to Māori ownership—

(a) on the settlement date; and

(b) under section 36(1)(b) 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.

532 Effect of transfer of Peninsula Block

Section 531 applies whether or not—

(a) the transfer of the fee simple estate in the Peninsula Block has been registered; or

(b) the processes described in clause 17.4 of the Crown forestry licence have been completed, providing a single licence for the Peninsula Block and the cultural forest land properties.

533 Licence splitting process must be completed

(1) To the extent that the Crown has not completed the processes referred to in **section 532(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 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 532**; and

(b) that is not part of the rental proceeds referred to in **section 531(2)(a)**.

(3) The licence fee payable is the amount calculated in the manner described in paragraphs 6.27 and 6.28 of the property redress schedule.

(4) However, the calculation of the licence fee under **subsection (3)** is overridden by any agreement between the joint licensor governance entities 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, be read as references to the relevant trustees.

Subpart 3—Access to protected sites

Right of access

534 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.

535 Right of access over Peninsula Block

(1) A right of access over the Peninsula 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.

536 Right of access to be recorded on computer freehold register

(1) This section applies to the transfer to the trustees of the Peninsula 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

Interpretation

537 Interpretation

In this subpart and **Schedule 16**,—

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 540**; and

(c) has not been withdrawn under **section 542**; and

(d) has not been accepted in accordance with **section 543**

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 540(1)(a) and 541**

NgāiTakoto settlement date means the settlement date under **Parts 8 to 10**

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with **section 540**, 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 NgāiTakoto 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 RFR 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 543**

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 538**

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 546(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 547(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 NgāiTakoto settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the NgāiTakoto settlement date; or

(ii) if the settlement date for each of the other relevant iwi has not occurred on or before the NgāiTakoto settlement date, a period of 172 years from the earlier of—

(A) the date that is 24 months after the NgāiTakoto 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 NgāiTakoto settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the NgāiTakoto settlement date; or

(b) if the settlement date for each of the other relevant iwi has not occurred on or before the NgāiTakoto settlement date, the earlier of—

(i) the date that is 24 months after the NgāiTakoto 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.

538 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 551(1)(c) or 552**.

(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 544**); or

(ii) any other person (including the Crown or a Crown body) under **section 539(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 548 to 555** (which relate to permitted disposals of RFR land); or

(ii) under any matter referred to in **section 556(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 landowner in accordance with a waiver or variation given under **section 564**; or

(d) the RFR period for the land ends.

Restrictions on disposal of RFR land

539 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 545 to 555**; or

(b) under any matter referred to in **section 556(1)**; or

(c) in accordance with a waiver or variation given under **section 564**; 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 540**; 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 542**; and

(v) was not accepted under **section 543**.

(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 540**; and

(b) that offer is not accepted by the trustees of an offer trust under **section 543(3)**.

Trustees' right of first refusal

540 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).

541 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 540(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 543(4)**.

542 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.

543 Acceptance of offer

(1) The trustees of an offer trust may, by notice to the RFR landowner who makes 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 notices of acceptance, at the expiry date specified in the notice of offer given under **section 540**, from the trustees of 2 or more offer trusts, the RFR landowner 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.

544 Formation of contract

(1) If the trustees of an offer trust accept an offer by an RFR landowner under **section 543** 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

545 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.

546 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.

547 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

548 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.

549 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.

550 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.

551 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.

552 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.

553 Disposal for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

554 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.

555 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

556 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

557 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.

558 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 539**; and

(f) if the disposal is to be made under **section 539(1)(d)**, a copy of any written contract for the disposal.

559 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 544**); or

(ii) any other person (including the Crown or a Crown body) under **section 539(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 548 to 555**; or

(ii) under any matter referred to in **section 556(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 564**.

(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.

560 Notice requirements

Schedule 16 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

561 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 557** 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 538**; and

(b) subject to this subpart (which restricts disposal, including leasing, of the land).

562 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 559**, 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 561** for the land described in the certificate.

563 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 561**; 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 561** from any computer register identified in the certificate.

General provisions applying to right of first refusal

564 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.

565 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.

566 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 16** 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 16**,—

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.

Part 11
Preliminary matters, acknowledgements and apology, and settlement of Te Rarawa historical claims

Preliminary matters

567 Purpose

The purpose of **Parts 11 to 13** 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.

568 Provisions to take effect on settlement date

(1) The provisions of **Parts 11 to 13** 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.

569 Act binds the Crown

Parts 11 to 13 bind the Crown.

570 Outline

(1) This section is a guide to the overall scheme and effect of **Parts 11 to 13**, but does not affect the interpretation or application of the other provisions of **Parts 11 to 13** or of the deed of settlement.

(2) **This Part**—

(a) sets out the purpose of **Parts 11 to 13**; 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 **Parts 11 to 13**, 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 12** 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 13** 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 17** lists the hapū of Te Rarawa:

(b) **Schedule 18** describes the cultural redress properties:

(c) **Schedule 19** describes Te Oneroa-a-Tohe redress:

(d) **Schedule 20** describes the korowai:

(e) **Schedule 21** describes the statutory areas to which the statutory acknowledgement relates:

(f) **Schedule 22** sets out provisions that apply to notices given in relation to RFR land.

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

571 Summary of historical account, acknowledgements, and apology

(1) **Section 572** summarises the historical account in the deed of settlement, setting out the basis for the acknowledgements and apology.

(2) **Sections 573 and 574** 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.

572 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.

573 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 setters 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 forty 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.

574 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

575 Interpretation of Parts 11 to 13 generally

It is the intention of Parliament that the provisions of **Parts 11 to 13** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

576 Interpretation

In **Parts 11 to 13**, 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 727**

commercial redress property has the meaning given in **section 727**

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 727**

Crown forestry licence has the meaning given in **section 727**

cultural redress property has the meaning given in **section 586**

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 727**

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

~~**Historic Places Trust** has the meaning given to **Trust** in section 2 of the Historic Places Act 1993~~

historical claims has the meaning given in **section 578**

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 12**

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 577(1)(a)**

NgāiTakoto and **Te Rūnanga o NgāiTakoto** have the meanings given in **sections 396 and 397 of Parts 8 to 10**

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 Parts 1 to 3**

Peninsula Block has the meaning given in **section 727**

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 ~~under~~ 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 577(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 577(1)(c)**

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

reserve property has the meaning given in **section 586**

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 13**

RFR date, **RFR land**, **balance RFR land**, **exclusive RFR land**, and **shared RFR land** have the meanings given in **section 746**

RFR period has the meaning given in **section 746**

settlement date means the date that is 60 working days after the date on which **Parts 11 to 13** come into force

statutory acknowledgement has the meaning given in **section 687**

Te Aupouri and **Te Rūnanga Nui o Te Aupouri Trust** have the meanings given in **sections 191 and 192 of Parts 4 to 7**

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 12** (which relate to Te Oneroa-a-Tohe redress and the korowai); and

(ii) **subpart 4 of Part 13** (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 12** (which relate to Te Oneroa-a-Tohe redress and the korowai); and

(ii) **subpart 4 of Part 13** (which relates to the RFR redress)

Te Manawa o Ngāti Kuri Trust has the meaning given in **section 12 of Parts 1 to 3**

Te Rarawa has the meaning given in **section 577**

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.

577 Meaning of Te Rarawa

(1) In **Parts 11 to 13**, **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; ~~and~~ or

(iii) an ancestor of an associated hapū; and

(b) includes those individuals; and

(c) includes all of the hapū specified in **Schedule 17**; 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 578**,—

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 17**:

(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 17**; 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 17**; 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 17**

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.

578 Meaning of historical claims

(1) In **Parts 11 to 13**, **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 1695 (Descendants of Tepora Paraone and Keene Ihaka Claim):~~

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

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

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

(xx) 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):

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

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

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

(xx) 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 577(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) the claims of the associated hapū, Te Ihutai and Kohatutaka, except to the extent that a claim is made by virtue of descent through Te Rarawa whakapapa.~~

(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

579 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 12 and 13**; or

(d) the redress provided under the deed of settlement or **this Part** or **Parts 12 and 13**.

(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 12 and 13**.

Amendment to Treaty of Waitangi Act 1975

580 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 "**Parts 11 to 13 of the Te Hiku Claims Settlement Act 2014**, **section 579(4) and (5)**".

Resumptive memorials no longer to apply

581 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.

582 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 581(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 581(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

Miscellaneous matters

583 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.

584 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.

585 Provisions of other Acts that have same effect

If a provision in **Parts 11 to 13** has the same effect as a provision in 1 or more of **Parts 1 to 3**, **Parts 4 to 7**, or **Parts 8 to 10**, the provisions must be given effect to only once as if they were 1 provision.

Part 12
Cultural redress

Subpart 1—Vesting of cultural redress properties

586 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 18**:

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 632** 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

587 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.

588 Mangamuka Road property, Mangamuka

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

589 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.

590 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.

591 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.

592 Part former Awanui (Kaitaia) Riverbed

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

593 Pukepoto School property

(1) This section applies subject to **section 594**.

(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.

594 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 593(2) and (3)** applies, but in relation to the Pukepoto School property as described in **Part 2 of Schedule 18**.

(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 593(2) and (3)** applies in relation to the Pukepoto School property as described in **Part 1 of Schedule 18**.

595 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.

596 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.

597 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.

598 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.

599 12 Waiotehue Road

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

600 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.

601 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 ~~in red on OTS-074-40 (subject to survey)~~ 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

602 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.

603 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.

604 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.

605 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 ~~shown marked A on OTS-074-29 (subject to survey)~~ 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 ~~shown marked B on OTS-074-29 (subject to survey)~~ 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.

606 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.

607 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.

608 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)**.

609 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 628** 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 634**.

610 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 Parts 1 to 3**; and

(c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under **section 214 of Parts 4 to 7**; and

(d) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 410 of Parts 8 to 10**.

(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 632** 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 634**.

611 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 Parts 1 to 3**; and

(c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under **section 215 of Parts 4 to 7**; and

(d) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 411 of Parts 8 to 10**.

(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 632** 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 634**.

612 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 Parts 1 to 3**; and
- (c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under **section 216 of Parts 4 to 7**; and
- (d) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 412 of Parts 8 to 10**.

(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 632** 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 634**.

613 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 Parts 1 to 3**; and
- (c) a share vests in the trustees of the Te Rūnanga Nui o Te Aupouri Trust under **section 217 of Parts 4 to 7**; and
- (d) a share vests in the trustees of Te Rūnanga o NgāiTakoto under **section 413 of Parts 8 to 10**.

(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 632** 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 634**.

614 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 632**.

(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

615 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 417 of Parts 8 to 10**.

(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.

616 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 1987.

617 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 1987.

618 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 418 of Parts 8 to 10**.

(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

619 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 18**.

620 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 18**,—

(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 634**.

621 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 18**, 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 620** 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.

622 Vesting of share of fee simple estate in property

In **sections 623 to 626**, 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.

623 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.

624 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 ~~the area marked red on OTS-074-25 (subject to survey)~~ 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 593** (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)**.

625 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 624(4) and 634**; 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 620(4), 624(4), and 634**; 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 624(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 ~~the area marked red on OTS-074-25 (subject to survey)~~ Section 3 SO 471338; and

(f) for a jointly vested reserve property to which **section 623(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 620(4), 624(4), and 634**; 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 624(4) and 634**; 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 620(4), 624(4), and 634**; 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 623** 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 620(4), 624(4), and 634**; 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 623** 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 593** (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 624(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 624(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.

626 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.

627 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

628 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 609**.

(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 629 to 631**,—

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 634**

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

629 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.

630 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 628**, consists of—

(a) the members nominated and appointed in accordance with **section 628**; 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 628(3) and 629** apply to the additional members appointed under **subsection (1)(b)**.

631 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

632 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

633 Application of other enactments to reserve properties

(1) The trustees are the administering body of a reserve property, except as provided for in **sections 609 to 613**.

~~(2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve property, despite sections 48A(6), 114(5), and 115(6) of that Act.~~

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

(4) 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.

(5) 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.

(6) 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.

634 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 636**.

(3) The fee simple estate in the reserve land in any other property may be transferred only in accordance with **section 635 or 636**.

(4) In this section and **sections 635 to 637**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

635 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.

636 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.

637 Reserve land not to be mortgaged

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

638 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

639 Interpretation

In this subpart and **Schedule 19**,—

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 643(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 651**

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 586**

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 648**

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 643(1)(a) to (d)**; and

(b) if **section 644(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 648** 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 641(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 640** 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

640 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

641 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 643**, 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 19** sets out provisions relating to the members and procedures of the Board.

642 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.

643 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 644(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.

644 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 643(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

645 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 633** 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.

646 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

647 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.

648 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 643 or 644** must appoint up to half of the members of the panel from the list of commissioners compiled under **section 647**.

(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 647**; 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)**.

649 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.

650 Obligation of Board

The Board must provide guidelines to the Councils as to the information that is required under **section 649**, 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

651 Preparation and approval of beach management plan

(1) The Board must prepare and approve a beach management plan as required by **section 645(3)(a)** in accordance with the requirements set out in **Part 2 of Schedule 19**.

(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 643(1)(a) to (d)** are the members of the subcommittee.

652 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

653 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 652(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.

654 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 652(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.

655 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

656 Application of other Acts to Board

(1) To the extent that they are relevant to the purpose and functions of the Board under **Parts 11 to 13**, the provisions of the following Acts apply to the Board, with the necessary modifications, unless otherwise provided in this subpart or **Schedule 19**:

(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 (9)(b),~~ 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 643**.

Subpart 3—Korowai

657 Interpretation

In this subpart and **Schedule 20**,—

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 683** and **Part 3 of Schedule 20**

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 666**

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 662**) 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 661(1)(a)**; and

(b) if **section 661(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 663(a)**; and

(b) the CMS described in **section 663(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 659**

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 684**

wāhi tapu management plan means the management plan provided for in **Part 4 of Schedule 20**.

Overview of, and background to, korowai redress

658 Overview and background

(1) The provisions of this subpart, **Schedule 20**, 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

659 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 20** provides otherwise.

660 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

661 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 662(3)** that Ngāti Kahu will participate in the korowai redress on an interim basis, as provided for by **section 662**, 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 20**.

662 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 661(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

663 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 673**; 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.

664 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 684**; 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

665 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.

666 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 664(3)**.

667 Notification of draft document

(1) As soon as practicable after the date on which preparation of the draft document commences under **section 666**, 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.

668 Submissions

(1) Any person may, before the date specified in the notice given under **section 667(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.

669 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 667(4)**.

(3) The hearing of submissions must be concluded not later than 2 months after the date specified in the notice given under **section 667(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 667(4)**.

670 Revision of draft document

The parties must, after considering the submissions heard and other views received under **section 667(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 669(4)**.

Approval process

671 Submission of draft document to Conservation Authority

(1) After considering the draft document and the summary of submissions provided under **section 670**, 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.

672 Approval of Te Hiku CMS

(1) The Conservation Authority—

(a) must consider the draft document and any relevant information provided to it under **section 671(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.

673 Effect of approval of Te Hiku CMS

On and from the day that the draft document is approved under **section 672**,—

(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 663(b)** ceases to apply in the korowai area.

Review and amendment of Te Hiku CMS

674 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 665 to 672**, 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 672** (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.

675 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 674** 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 663(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 665 to 672**, with the necessary modifications, as if those provisions related to the review procedure.

676 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 665 to 672**, 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 671 and 672**, 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

677 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 665 to 676**, 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 678** 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.

678 Mediation

(1) If resolution is not reached within a reasonable time under **section 677**, 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.

679 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 677(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

680 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.

681 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

682 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 20**, which provide a transparent decision-making framework for conservation matters in the korowai area.

Transfer of decision-making and review functions

683 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 20** provides for the contents of the customary materials plan and the process by which it is to be prepared.

684 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 20** provides for the contents of the wāhi tapu framework and the process by which it is to be prepared.

685 Protection of spiritual and cultural integrity of Te Rerenga Wairua Reserve

Part 5 of Schedule 20 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

686 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

687 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 688** in respect of the statutory areas, on the terms set out in this subpart

statutory area means an area described in **Schedule 21**, 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

688 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association for the statutory areas.

689 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are—

(a) to require relevant consent authorities, the Environment Court, and ~~the Historic Places Trust~~ Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with **sections 690 to 692**; 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 693 and 694**; 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 695**.

690 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.

691 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.

~~**692 Historic Places Trust and Environment Court to have regard to statutory acknowledgement**~~

~~(1) This section applies to an application made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.~~

~~(2) On and from the effective date, the Historic Places Trust must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 14 of the Historic Places Act 1993 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 20 of the Historic Places Act 1993, an appeal against a decision of the Historic Places Trust in relation to the application.~~

~~(4) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.~~

692 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.

693 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 688 to 692, 694, and 695**; 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.

694 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.

695 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) the Historic Places Trust; 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

696 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.

697 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.

698 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

699 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 "**Parts 11 to 13 of the Te Hiku Claims Settlement Act 2014**".

Subpart 5—Protocols

700 Interpretation

In this subpart,—

protocol—

(a) means each of the following protocols issued under **section 701(1)(a)**:

(i) the ~~culture and heritage~~ taonga tūturu protocol:

(ii) the fisheries protocol; and

(b) includes any amendments made under **section 701(1)(b)**

responsible Minister means,—

(a) for the ~~culture and heritage~~ 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

701 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.

702 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.

703 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)**.

~~Culture and heritage~~ Taonga tūturu

704 ~~Culture and heritage~~ Taonga tūturu protocol

(1) The ~~culture and heritage~~ 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

705 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

706 Interpretation

In this subpart,—

fisheries protocol area has the meaning given in **section 705(4)**

Minister means the Minister for Primary Industries.

Te Rarawa fisheries advisory committee

707 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 Parts 1 to 3**; and

(ii) **section 309 of Parts 4 to 7**; and

(iii) **section 509 of Parts 8 to 10**.

(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

708 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

709 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.

710 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.

711 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 710** 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.

712 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

713 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 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

714 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

715 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.

716 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.

717 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.

718 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.

719 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

720 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 19** 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.

721 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.

722 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

723 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.

724 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.

725 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.

726 Waiver of rights

(1) The mana whanua 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 13
Commercial redress and other matters

727 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 586**; and

(b) means Hukatere Pā, as defined in **section 201 of Parts 4 to 7**; and

(c) means Hukatere site A, as defined in **section 406 of Parts 8 to 10**; 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 ~~is~~—

~~(a) a wāhi tapu or wāhi tapu area within the meaning of section 2 of the Historic Places Act 1993; and~~

~~(b) a registered place within the meaning of section 2 of the Historic Places Act 1993~~

(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 743**

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

728 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 581(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 582** (which relates to the cancellation of resumptive memorials).

729 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.

730 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.

731 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 728**:

(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 732 to 734**, **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.

732 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 728**:

(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.

733 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.

734 Authorised person may grant covenant for later creation of computer freehold register

(1) For the purposes of **sections 731 to 733**, 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.

735 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 728**, 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)**.

736 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.

737 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 738** 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 738**.

(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.

738 Requirements if lease terminates or expires

(1) This section applies if the lease referred to in **section 737(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

739 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.

740 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.

741 Effect of transfer of Peninsula Block and Takahue Block

Section 740 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.

742 Licence splitting process must be completed

(1) To the extent that the Crown has not completed the processes referred to in **section 741(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 741**; and

(b) that is not part of the rental proceeds referred to in **section 740(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

743 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.

744 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.

745 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

746 Interpretation

In this subpart and **Schedule 22**,—

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 749**; and

(c) has not been withdrawn under **section 751**; and

(d) has not been accepted in accordance with **section 752**

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 749(1)(a) and 750**

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with **section 749**, 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 752**

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 747**

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 755(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 756(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 **Parts 11 to 13**.

747 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 760(1)(c) or 761**.

(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 753**); or

(ii) any other person (including the Crown or a Crown body) under **section 748(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 757 to 764** (which relate to permitted disposals of RFR land); or

(ii) under any matter referred to in **section 765(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 773**; or

(d) the RFR period for the land ends.

Restrictions on disposal of RFR land

748 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 754 to 764**; or

(b) under any matter referred to in **section 765(1)**; or

(c) in accordance with a waiver or variation given under **section 773**; 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 749**; 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 751**; and

(v) was not accepted under **section 752**.

(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 749**; and

(b) that offer is not accepted by the trustees of an offer trust under **section 752(3)**.

Trustees' right of first refusal

749 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).

750 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 749(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 752(4)**.

751 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.

752 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 749**, notices of acceptance from the trustees of 2 or more offer trusts, the RFR landowner 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.

753 Formation of contract

(1) If the trustees of an offer trust accept an offer by an RFR landowner under **section 752** 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

754 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.

755 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.

756 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

757 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.

758 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.

759 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.

760 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.

761 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.

762 Disposal for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

763 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.

764 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

765 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

766 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.

767 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 748**; and

(f) if the disposal is to be made under **section 748(1)(d)**, a copy of any written contract for the disposal.

768 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 753**); or

(ii) any other person (including the Crown or a Crown body) under **section 748(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 757 to 764**; or

(ii) under any matter referred to in **section 765(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 773**.

(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.

769 Notice requirements

Schedule 22 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

770 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 766** 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 747**; and

(b) subject to this subpart (which restricts disposal, including leasing, of the land).

771 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 768**, 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 770** for the land described in the certificate.

772 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 770**; 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 770** from any computer register identified in the certificate.

General provisions applying to right of first refusal

773 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.

774 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.

775 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 22** 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 22**,—

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—Transitional matters

776 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 778**

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 779(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 **Parts 11 to 13** who becomes an employee of the trustees on the commencement of **Parts 11 to 13**.

Charitable trusts dissolved

777 Charitable trust dissolved

(1) On the commencement of **Parts 11 to 13**,—

(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

778 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 **Parts 11 to 13**, 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.

Other transitional matters

779 Final annual report of Te Runanga

(1) As soon as is reasonably practicable after the commencement of **Parts 11 to 13**, 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 **Parts 11 to 13**.

(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.

780 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.

781 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 **Parts 11 to 13** 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.

782 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 **Parts 11 to 13**—

(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 **Parts 11 to 13**.

(2) The trustees are entitled to the same rights and priorities, and is subject to the same liabilities, in relation to the security as Te Runanga would be if **Parts 11 to 13** had not been passed.

783 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.

784 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.

785 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 **Parts 11 to 13**; 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 **Parts 11 to 13**.

786 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, a 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 **Parts 11 to 13** 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.

787 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.

788 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 **Parts 11 to 13**.

(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.

789 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.

790 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.

Transitional taxation provisions

791 Application

Sections 792 to 795 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

792 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 778(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 778(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 **Parts 11 to 13**

y is the amounts described in item x that have been distributed before the commencement of **Parts 11 to 13**.

(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.

793 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 792(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

794 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 778(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 **Parts 11 to 13**.

795 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 **Parts 11 to 13** 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 **Parts 11 to 13**, 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.

Part 14
Ngāti Kahu Accumulated Rentals Trust

796 Interpretation

In this Part, unless the context otherwise requires,—

Aupouri Forest means the land described in computer interest register NA100A/1

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 Aupouri Forest, 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

Ngāti Kahu Accumulated Rentals Trust or **Trust** means the Ngāti Kahu Accumulated Rentals Trust established by trust deed dated 7 April 2014

Public Trust means the Crown Entity established by section 7 of the Public Trust Act 2001

responsible Ministers means the Minister for Treaty of Waitangi Negotiations, the Minister of Māori Affairs, and the Minister of Finance

settlement date means the date that is 60 days after all of the following have come into force:

(a) **Parts 1 to 3**; and

(b) **Parts 4 to 7**; and

(c) **Parts 8 to 10**; and

(d) **Parts 11 to 13**

Trustee means Public Trust.

797 Purpose of this Part and Trust

(1) The purpose of this Part is to make the necessary legislative provisions for the matters contained in the deed of trust entered into by the Crown and Public Trust to establish the Ngāti Kahu Accumulated Rentals Trust.

(2) The purposes of the Trust are to—

(a) preserve the Crown's ability, in relation to a proportion of the accumulated rentals, to provide for the settlement of Ngāti Kahu's historical Treaty of Waitangi claims that may be negotiated and entered into between Ngāti Kahu and the Crown; and

(b) provide for the transfer of a proportion of the accumulated rentals as a consequence of any relevant recommendation made by the Waitangi Tribunal under section 8HB of the Treaty of Waitangi Act 1975 that becomes final under section 8HC(6) of that Act.

798 Trustee is confirmed beneficiary

On and from the settlement date, the Trustee is deemed to be the confirmed beneficiary of the Trust under clause 11.1(a) and (b) of the Crown forestry rental trust deed for the limited purpose of receiving 20% of the rental proceeds for Aupouri Forest since the commencement of the Crown forestry licence.

Part 15
Amendment to Reserves and Other Lands Disposal Act 1977

799 Purpose of this Part

This Part amends the Reserves and Other Lands Disposal Act 1977 to give effect to clauses 9.43 to 9.47 of the deed of settlement.

800 Principal Act

This Part amends the Reserves and Other Lands Disposal Act 1977 (the **principal Act**).

801 Section 17 repealed (Te Puna-Topu-O-Hokianga Trust)

Repeal section 17.

Schedule 1
Ngāti Kuri cultural redress properties

ss 22, 26(2), 26(3), 45(3), 46(1)

Part 1
Cultural redress properties

Properties vested in fee simple

Name of property	Description	Interests
Murimotu Island	*North Auckland Land District—Far North District* 8.8500 hectares, more or less, being Sections 1 and 2 SO 457794. All computer freehold register NA138A/291.	Subject to a lease to Maritime New Zealand referred to in **section 23(4)**. Subject to an unregistered licence to Institute of Geological and Nuclear Sciences Limited for installation and operation of a tsunami warning system (dated 10 December 2008).
The Pines Block	*North Auckland Land District—Far North District* ~~319.3480~~ 320.9287 hectares, more or less, being Allotments 14 ~~and~~, 15, and 16 Parish of Muriwhenua. Part ~~*Gazette* notice B322652.1.~~ computer interest register 629523.	Subject to an unregistered memorandum of lease number NO-15717-OTH (which affects Allotment 15 Parish of Muriwhenua herein) to Juken Nissho Limited (dated 14 April 1998). Subject to an unregistered deed of agreement and access to Muriwhenua Incorporation dated 8 September 2004 (affects Allotment 16 Parish of Muriwhenua). Subject to the right of way easement in gross referred to in **section 24(3)** (affects Allotment 16 Parish of Muriwhenua).
Te ~~Hapua~~ Hāpua School site B	*North Auckland Land District—Far North District* 0.9814 hectares, approximately, being Part Pakohu 2A. Part *Gazette* notice A581504. Subject to survey. 0.1788 hectares, approximately, being Part Pakohu 2B2M2. Part *Gazette* notice B418045.1. Subject to survey. As shown on OTS-088-26.	Subject to the lease referred to in **section 25(3)(a)**. Subject to, or together with, the easements referred to in **section 25(3)(b)**, if any.

Name of property	Description	Interests
Tirirangi Urupā	*North Auckland Land District—Far North District* 3.5905 hectares, more or less, being ~~Section 1 SO 68852. Part *Gazette* notice B322652.1.~~ Section 18 SO 469373. Part computer interest register 629523.	Subject to the easement for a right to convey water referred to in **section 27(3)**.

Properties vested in fee simple subject to conservation covenant

Name of property	Description	Interests
Mokaikai Pā	*North Auckland Land District—Far North District* ~~6.0 hectares, approximately, being Part Mokaikai Block.~~ 6.2695 hectares, more or less, being Section 4 SO 470881. Part computer freehold registers NA738/244 (½ share), NA2108/28 (⅜ share), and NA1A/1450 (⅛ share). ~~Subject to survey.~~ ~~As shown on OTS-088-30.~~	Subject to the conservation covenant referred to in **section 28(3)**. Subject to an unregistered concession NO-21987-OTH–Beehives to Watson & Murray Associates (dated 22 December 2008).
Wairoa Pā	*North Auckland Land District—Far North District* ~~2.0 hectares, approximately, being Part Mokaikai Block.~~ 2.4030 hectares, more or less, being Section 3 SO 470881. Part computer freehold registers NA738/244 (½ share), NA2108/28 (⅜ share), and NA1A/1450 (⅛ share). ~~Subject to survey.~~ ~~As shown on OTS-088-29.~~	Subject to the conservation covenant referred to in **section 29(3)**. Subject to an unregistered concession NO-21987-OTH–Beehives to Watson & Murray Associates (dated 22 December 2008).
Wharekawa Pā	*North Auckland Land District—Far North District* ~~2.0 hectares, approximately, being Part Mokaikai Block.~~ 2.1150 hectares, more or less, being Section 2 SO 470881. Part computer freehold registers NA738/244 (½ share), NA2108/28 (⅜ share), and NA1A/1450 (⅛ share). ~~Subject to survey.~~ ~~As shown on OTS-088-31.~~	Subject to the conservation covenant referred to in **section 30(3)**. Subject to an unregistered concession NO-21987-OTH–Beehives to Watson & Murray Associates (dated 22 December 2008).

Properties vested in fee simple to be administered as reserves

Name of property	Description	Interests
Kapowairua	*North Auckland Land District—Far North District* ~~209.83 hectares, approximately, being Parts Allotment 19 and Parts Allotment 13 Parish of Muriwhenua and Parts Section 41 SO 434210. Part *Gazette* notice B322652.1. As shown shaded blue on OTS-088-23. Subject to survey.~~ 230.5050 hectares, more or less, being Sections 15, 16, 19, 20, and 21 SO 469373. Part computer interest register 629523. ~~80.17 hectares, approximately, being Part Allotment 19 Parish of Muriwhenua. Part *Gazette* notice B322652.1. As shown shaded green on OTS-088-23. Subject to survey.~~ 78.9200 hectares, more or less, being Section 17 SO 469373. Part computer interest register 629523.	Subject to being a recreation reserve, as referred to in **section 31(3)** (affects ~~the part shaded blue on OTS-088-23, subject to survey~~ Sections 15, 16, 19, 20, and 21 SO 469373). Subject to the right of way easement in gross referred to in **section 31(7)(a)** (affects ~~the part shaded blue on OTS-088-23, subject to survey~~ Section 15 SO 496373). Subject to the easement for a right to convey water referred to in **section 31(7)(b)** (affects Section 15 SO 469373). Subject to an unregistered memorandum of lease NO-15717-OTH to Juken Nissho Limited (dated 14 April 1998) (affects ~~Part Allotment 19 Parish of Muriwhenua in the part shaded blue on OTS-088-23, subject to survey~~ Section 16 SO 469373). Subject to an unregistered grazing license NO-21731-GRA to Muriwhenua Incorporation ~~(which affects Part Allotment 13 Parish of Muriwhenua)~~ (dated 25 September 2009) (affects Section 19 SO 469373). Subject to an unregistered guiding concession CA-22579-GUI to Sidetracks Limited (dated 21 September 2009) (affects ~~the part shaded blue on OTS-088-23, subject to survey~~ Section 15 SO 469373). Subject to being a scenic reserve, as referred to in **section 31(5)** (affects ~~the part shaded green on OTS-088-23, subject to survey~~ Section 17 SO 469373). Subject to an unregistered guiding concession NO-28861-GUI to Ngati Kuri Trust Board (dated 12 November 2010). Subject to an unregistered guiding concession 23304-LAN to Philip Cross (dated 12 August 2008).

Name of property	Description	Interests
Mokaikai	*North Auckland Land District—Far North District* ~~2930.0 hectares, approximately, being Part Mokaikai Block.~~ 2938.0000 hectares, more or less, being Section 1 SO 470881. Part computer freehold registers NA738/244 (½ share), NA2108/28 (⅜ share), and NA1A/1450 (⅛ share)~~.~~, and Part *Gazette* notice B322652.2. ~~Subject to survey.~~ ~~60.0 hectares, approximately, being Part Ohao 2B. Part *Gazette* notice B322652.2. Subject to survey.~~ ~~As shown on OTS-088-32.~~	Subject to being a scenic reserve, as referred to in **section 32(3)**. Subject to the right of way easement in gross referred to in **section 32(7)**. Subject to an unregistered concession NO-21987-OTH to Watson & Murray Associates Limited (dated 22 December 2008). Together with the right of way easement referred to in **section 32(5)**.
Te Raumanuka	*North Auckland Land District—Far North District* ~~70.7 hectares, approximately, being Part Sections 16 and 28 Block I Houhora East Survey District and Part Section 3 Block IV Houhora West Survey District.~~ 71.9800 hectares, more or less, being Section 3 SO 470882. Part Proclamation B342446.1. ~~Subject to survey.~~ ~~As shown on OTS-088-38.~~	Subject to being a historic reserve, as referred to in **section 33(3)**. Subject to the right of way easement in gross referred to in **section 33(5)**.
Te Rerenga Wairua	*North Auckland Land District—Far North District* ~~75.0 hectares, approximately, being Part Section 41 SO 434210. Part *Gazette* notice B322652.1. Subject to survey.~~ ~~2.0 hectares, approximately, being Part Muriwhenua Block.~~ 78.6600 hectares, more or less, being Section 1 SO 469373. Part computer interest register 629523 and Part *Gazette* notice B196031.1. ~~Subject to survey.~~ ~~As shown on OTS-088-25.~~	Subject to being a historic reserve, as referred to in **section 34(3)**. Subject to the right of way easement in gross referred to in **section 34(5)(a)**. Subject to the right of way easement in gross referred to in **section 34(5)(b)**. Subject to the lease referred to in **section 34(5)(c)**. Subject to an unregistered guiding concession PAC-10-06-229 to Black Sheep Touring Company Ltd (dated 19 November 2007). Subject to an unregistered guiding concession CA-22579-GUI to Sidetracks Ltd (dated 21 September 2009). Subject to an unregistered concession NO-27117-OTH to Wayne Petera (dated 20 December 2009).

Name of property	Description	Interests
Mai i Waikanae ki Waikoropūpūnoa	*North Auckland Land District—Far North District* ~~15 hectares, approximately, being Part Lot 2 DP 63209.~~ 18.7500 hectares, more or less, being Section 2 SO 470146. Part *Gazette* notice C195138.1. ~~Subject to survey.~~ ~~As shown on OTS-088-33.~~	Subject to being a scenic reserve, as referred to in **section 35(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Together with a right of way easement created by D592406A.2. Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.
Mai i Hukatere ki Waimahuru	*North Auckland Land District—Far North District* ~~70 hectares, approximately, being Part Lot 1 DP 136869, Part Lot 1 DP 136868, Part Lot 1 DP 137713, Part Section 2 Block III, Part Section 1 Block VII, Part Section 1 Block VIII and Part Section 1 Block XII Houhora West Survey District, Part Section 1 Block IX, Part Section 1 Block XIII and Part Section 3 Block XIV Houhora East Survey District and Part Section 1 Block II Opoe Survey District.~~ 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 survey.~~ ~~As shown on OTS-088-34.~~	Subject to being a scenic reserve, as referred to in **section 36(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Together with a right of way easement created by D145215.1 (affects the part formerly Lot 1 DP 136868). 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* ~~40 hectares, approximately, being Part Lot 1 DP 137713 and Part Lot 1 DP 137714.~~ 44.2385 hectares, more or less, being Sections 1, 2, 3, and 4 SO 469833. Part *Gazette* 1966, p 1435. ~~Subject to survey.~~ ~~As shown on OTS-088-35.~~	Subject to being a scenic reserve, as referred to in **section 37(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1. 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).

Name of property	Description	Interests
Mai i Waimimiha ki Ngā-pae	*North Auckland Land District—Far North District* ~~89 hectares, approximately, being Crown Land (adjoining Parts Lot 3 DP 49057 and Lot 1 DP 137182). Subject to survey.~~ ~~As shown on OTS-088-36.~~ 72.1300 hectares, more or less, being Section 1 SO 469396.	Subject to being a scenic reserve, as referred to in **section 38(3)**.

Lake and lakebed properties vested in fee simple

Name of property	Description	Interests
Bed of Lake Ngākeketo	*North Auckland Land District—Far North District* ~~9 hectares, approximately, being Part Section 41 SO 434210, which excludes the Crown stratum as defined in **section 41(3)**. Part *Gazette* notice B322652.1. Subject to survey.~~ ~~As shown on OTS-088-28.~~ 11.5100 hectares, more or less, being Section 6 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in **section 40(3)**.
Waihopo Lake property	*North Auckland Land District—Far North District* 20.4600 hectares, more or less, being Section 1 SO 68594. Part Proclamation B342446.1.	

Part 2
Alternative description for Te ~~Hapua~~ Hāpua School site B

Name of property	Description	Interests
Te ~~Hapua~~ Hāpua School site B	*North Auckland Land District—Far North District* 1.2014 hectares, more or less, being Pakohu 2A. Part *Gazette* notice A581504. 0.1788 hectares, approximately, being Part Pakohu 2B2M2. Part *Gazette* notice B418045.1. Subject to survey. As shown on OTS-088-26 together with the land labelled "A", "B", and "C" on OTS-088-41.	Subject to the lease referred to in **section 25(3)(a)**.

Schedule 2
Te Oneroa-a-Tohe redress

ss 6(5)(b), 61, 63(5), 73(1), 78

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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 74(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, including 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 3
Korowai

ss 6(5)(c), 79, 80, 81, 83, 105, 106, 107

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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 83(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 81**:

(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 83(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 83(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 the Board appointed under **section 83(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 83(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 83(1)(a)** and 2 of the members appointed by the Minister under **section 83(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 83(2)(a) and (b)** and 3 of the members appointed by the Minister under **section 83(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 104**; 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 105** 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 105** 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 Ngāti Kuri 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 4
Ngāti Kuri statutory areas

ss 6(5)(d), 109

Statutory area	Location
Motuopao Island	As shown on OTS-088-04
Kermadec Islands (Rangitāhua) (recorded name being Kermadec Islands)	As shown on OTS-088-05
Manawatāwhi / Three Kings Islands	As shown on OTS-088-06
Paxton Point Conservation Area (including Rarawa Beach camp ground)	As shown on OTS-088-07

Schedule 5
Notices relating to RFR land

ss 6(5)(e), 152, 175, 181

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 an RFR landowner, specified by the RFR landowner in an offer made under **section 155**, or in a later notice given to the trustees of an offer trust or identified by those trustees as the current address, fax number, or electronic address of the RFR landowner; and

(c) for a notice given under **section 172 or 174**, ~~sent~~ 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 ~~that must be~~ given in ~~writing and signed, as required by~~ accordance with **subclause (1)(a)**~~,~~ may be given by electronic means ~~provided~~ 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 ~~second~~ 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.

Schedule 6
Te Aupouri cultural redress properties

ss 185(4), 201, 223(1), 225(3)

Properties vested in fee simple

Name of property	Description	Interests
Hukatere Pā	*North Auckland Land District—Far North District* ~~10.0 hectares, approximately, being Part Lot 1 DP 137713.~~ 10.1352 hectares, more or less, being Section 5 SO 469833. Part *Gazette* 1966, p 1435 and Part *Gazette* 1968, p 2426. ~~Subject to survey.~~ ~~As shown on OTS-091-21.~~	Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Subject to the protective covenant certificate C626733.1. Subject to the Public Access Easement certificate C626733.2. Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.
Murimotu Island	*North Auckland Land District—Far North District* 8.8500 hectares, more or less, being Sections 1 and 2 SO 457794. All computer freehold register NA138A/291.	Subject to a lease to Maritime New Zealand referred to in **section 203(4)**. Subject to an unregistered licence to Institute of Geological and Nuclear Sciences Limited for installation and operation of a tsunami warning system dated 10 December 2008.
Te Kao School site A	*North Auckland Land District—Far North District* 0.4047 hectares, more or less, being Te Kao 1F. All Proclamation 19972. 2.4711 hectares, more or less, being Parengarenga 5B3E. All computer freehold register NA2D/999.	Subject to the lease referred to in **section 204(2)**.

Name of property	Description	Interests
Waipapariki (Te Kao 76 and 77B)	*North Auckland Land District—Far North District* 59.3370 hectares, more or less, being Lot 1 DP 136786. All *Gazette* notice C195139.1.	Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Subject to the protective covenant certificate C626733.1. Subject to a right of way easement created by M.L.C. Order dated 8 January 1943 (M.B. N74/26). Together with a right of way easement created by Consolidation Order P.R. 4A/557. Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.

Properties vested in fee simple subject to conservation covenants

Name of property	Description	Interests
Kahokawa	*North Auckland Land District—Far North District* ~~5.5 hectares, approximately, being Part Section 41 SO 434210. Part *Gazette* notice B322652.1. Subject to survey.~~ ~~As shown on OTS-091-29.~~ 8.5500 hectares, more or less, being Section 5 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in **section 206(3)**.
Maungatiketike Pā	*North Auckland Land District—Far North District* ~~2.0 hectares, approximately, being Part Section 41 SO 434210. Part *Gazette* notice B322652.1. Subject to survey.~~ ~~As shown on OTS-091-26.~~ 2.0220 hectares, more or less, being Section 2 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in **section 207(3)**.
Pitokuku Pā	*North Auckland Land District—Far North District* ~~3.7 hectares, approximately, being Part Section 41 SO 434210. Part *Gazette* notice B322652.1. Subject to survey.~~ ~~As shown on OTS-091-27.~~ 4.2360 hectares, more or less, being Section 3 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in **section 208(3)**.

Name of property	Description	Interests
Taurangatira Pā	*North Auckland Land District—Far North District* ~~10.7 hectares, approximately, being Part Section 41 SO 434210. Part *Gazette* notice B322652.1. Subject to survey.~~ ~~As shown on OTS-091-28.~~ 12.0770 hectares, more or less, being Section 4 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in **section 209(3)**.
Te Rerepari	*North Auckland Land District—Far North District* ~~6.0 hectares, approximately, being Part Mokaikai Block.~~ 6.0000 hectares, more or less, being Section 5 SO 470081. Part computer freehold registers NA738/244 (half share), NA2108/28 (three-eighths share) and NA1A/1450 (one-eighth share). ~~Subject to survey.~~ ~~As shown on OTS-091-30.~~	Subject to the conservation covenant referred to in **section 210(3)**. Subject to an unregistered concession NO-21987-OTH - Beehives to Watson & Murray Associates (dated 22 December 2008).

Properties vested in fee simple to be administered as reserves

Name of property	Description	Interests
Te Ārai Conservation Area	*North Auckland Land District—Far North District* ~~1116.00 hectares, approximately, being Part Section 1 SO 65735.~~ 1195.8450 hectares, more or less, being Section 1 SO 470871. Part *Gazette* 1961, p 911. ~~Subject to survey.~~ ~~75.36 hectares, more or less, being Lot 2 DP 70424.~~ All computer freehold register NA31A/52. ~~As shown on OTS-091-31.~~	Subject to being a scenic reserve, as referred to in **section 211(3)**. Subject to the right of way easement referred to in **section 211(5)**.
Te Ārai Ecological Sanctuary	*North Auckland Land District—Far North District* 4.7626 hectares, more or less, being Section 1 Block III Houhora West Survey District. All *Gazette* 1970, p 2362.	Subject to being a nature reserve, as referred to in **section 212(3)**.

Name of property	Description	Interests
Te Tomo a Tāwhana (Twin Pā) Sites	*North Auckland Land District—Far North District* ~~0.9727 hectares, more or less, being Lots 2, 3, and 4 DP 190746. All computer freehold register NA120C/540.~~ 70.7357 hectares, more or less, being Sections 1 and 2 SO 470882. All computer freehold register NA120C/540 and Part Proclamation B342446.1. ~~2.80 hectares, approximately, being Part Section 28 Block I Houhora East Survey District. Part Proclamation B342446.1. Subject to survey.~~ ~~66.9 hectares, approximately, being Part Section 16 Block I Houhora East Survey District and Part Section 3 Block IV Houhora West Survey District. Part Proclamation B342446.1. Subject to survey.~~ ~~As shown on OTS-091-34.~~	Subject to being a historic reserve, as referred to in **section 213(3)**. Subject to section 241(2) Resource Management Act 1991 (affects in part formerly held in computer freehold register NA120C/540). Subject to the right of way easement in gross referred to in **section 213(5)** ~~(affects Part Section 16 and Part Section 3, subject to survey)~~.
Mai i Waikanae ki Waikoropūpūnoa	*North Auckland Land District—Far North District* ~~15 hectares, approximately, being Part Lot 2 DP 63209.~~ 18.7500 hectares, more or less, being Section 2 SO 470146. Part *Gazette* notice C195138.1. ~~Subject to survey.~~ ~~As shown on OTS-091-32.~~	Subject to being a scenic reserve, as referred to in **section 214(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Together with a right of way easement created by D592406A.2. 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* ~~70 hectares, approximately, being Part Lot 1 DP 136869, Part Lot 1 DP 136868, Part Lot 1 DP 137713, Part Section 2 Block III, Part Section 1 Block VII, Part Section 1 Block VIII and Part Section 1 Block XII Houhora West Survey District, Part Section 1 Block IX, Part Section 1 Block XIII and Part Section 3 Block XIV Houhora East Survey District, and Part Section 1 Block II Opoe Survey District.~~ 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 survey.~~ ~~As shown on OTS-091-33.~~	Subject to being a scenic reserve, as referred to in **section 215(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Together with a right of way easement created by D145215.1 (affects the part formerly Lot 1 DP 136868). 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* ~~40 hectares, approximately, being Part Lot 1 DP 137713 and Parts Lot 1 DP 137714.~~ 44.2385 hectares, more or less, being Sections 1, 2, 3, and 4 SO 469833. Part *Gazette* 1966, p 1435. ~~Subject to survey.~~ ~~As shown on OTS-091-36.~~	Subject to being a scenic reserve, as referred to in **section 216(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1. 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).
Mai i Waimimiha ki Ngāpae	*North Auckland Land District—Far North District* ~~89 hectares, approximately, being Crown Land (adjoining Parts Lot 3 DP 49057 and Lot 1 DP 137182). Subject to survey.~~ ~~As shown on OTS-091-37.~~ 72.1300 hectares, more or less, being Section 1 SO 469396.	Subject to being a scenic reserve, as referred to in **section 217(3)**.

Lake and lakebed properties vested in fee simple

Name of property	Description	Interests
Bed of Lake Ngākeketo	*North Auckland Land District—Far North District* ~~9 hectares, approximately, being Part Section 41 SO 434210, which excludes the Crown stratum as defined in **section 219(3)**. Part *Gazette* notice B322652.1. Subject to survey.~~ ~~As shown on OTS-091-23.~~ 11.5100 hectares, more or less, being Section 6 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in **section 220(3)**.
Waihopo Lake property	*North Auckland Land District—Far North District* 20.4600 hectares, more or less, being Section 1 S.O. 68594. Part Proclamation B342446.1.	

Schedule 7
Te Oneroa-a-Tohe redress

ss 241, 243(5), 253(1), 258(1)

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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 the 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 of the Board 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 5** 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 5** 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 254(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 8
Korowai

ss 259, 262, 264(4), 285, 286(3), 287(2), 288

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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 264(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 261**:

(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 264(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 264(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 the Board appointed under **section 264(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 264(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 264(1)(a)** and 2 of the members appointed by the Minister under **section 264(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 264(2)(a) and (b)** and 3 of the members appointed by the Minister under **section 264(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 285**; 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 286** 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 286** 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 Aupouri 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 9
Te Aupouri statutory areas

s 290

Statutory area	Location
Manawatāwhi / Three Kings Islands (known to Te Aupouri as Manawatāwhi, Ohau, Moekawa, and Oromaki)	As shown on deed plan OTS-091-01
Raoul Island, Kermadec Islands (known to Te Aupouri as Rangitāhua)	As shown on deed plan OTS-091-02
Simmonds Islands (known to Te Aupouri as Motu Puruhi and Terākautūhaka)	As shown on deed plan OTS-091-03
Paxton Point Conservation Area including Rarawa Beach Campground (known to Te Aupouri as Wharekāpu / Rarawa)	As shown on deed plan OTS-091-04
Kohurōnaki Pa	As shown on deed plan OTS-091-05
North Cape Scientific Reserve	As shown on deed plan OTS-091-06

Schedule 10
Notices relating to RFR land

ss 333, 356

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 6** 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 an RFR landowner, specified by the RFR landowner in an offer made under **section 336**, or in a later notice given to the trustees of an offer trust or identified by those trustees as the current address, fax number, or electronic address of the RFR landowner; and

(c) for a notice given under **section 353 or 355**, ~~sent~~ 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 ~~that must be~~ given in ~~writing and signed, as required by~~ accordance with **subclause (1)(a)**~~,~~ may be given by electronic means ~~provided~~ 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 ~~second~~ 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.

Schedule 11
Transfer of certain assets of Te Aupouri Maori Trust Board

ss 366(5), 367(5)

Name of Māori reservation	Description	Purpose of reservation
Takahua Burial Ground Block	*North Auckland Land District—Far North District* 1.6187 hectares, more or less, being Takahua Burial Ground Block. All computer freehold register 494204.	Set apart as a Māori reservation for the purposes of a burial ground by *Gazette* 1968, p 1164.
Te Neke Block	*North Auckland Land District—Far North District* 3.5410 hectares, more or less, being Te Neke Block.	Set apart as a Māori reservation for the purposes of recreation and as a camping ground by *Gazette* 1993, p 337.

Schedule 12
NgāiTakoto cultural redress properties

ss 406, 426, 427(3), 428(1)

Properties vested in fee simple

Name of property	Description	Interests
Hukatere site A	*North Auckland Land District—Far North District* ~~2.0 hectares, approximately, being Part Lot 1 DP 137713.~~ 2.1403 hectares, more or less, being Section 469833. Part *Gazette* 1966, p 1435. ~~Subject to survey.~~ ~~As shown on OTS-073-26.~~	Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register ~~NZ100A/1~~ NA100A/1. Subject to protective covenant registered as C626733.1. Subject to the Public Access Easement Certificate C626733.2. Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.
Kaimaumau Marae property	*North Auckland Land District—Far North District* 14.5686 hectares, more or less, being Section 26 Block I Rangaunu Survey District.	
Waipapakauri Papakainga property	*North Auckland Land District—Far North District* ~~5.3 hectares, approximately, being Crown Land adjoining Sections 93 and 94 Block VIII Opoe Survey District. Subject to survey.~~ ~~As shown on OTS-073-31.~~ 4.8103 hectares, more or less, being Section 1 SO 472392.	Subject to an unregistered electricity licence/easement in gross with concession number NO-15075-OTH to Top Energy Limited (dated 21 February 2005).
Waipapakauri Beach property	*North Auckland Land District—Far North District* ~~6.0 hectares, approximately, being Sections 13, 14, 91–103 Town of Muriwhenua and Crown Land. Subject to survey.~~ ~~As shown on OTS-073-32.~~ 6.3410 hectares, more or less, being Section 2 SO 472392.	Subject to being a scenic reserve, as referred to in **section 415(3)**. Subject to the right of way easements referred to in **section 415(5)**. Subject to an unregistered electricity licence/easement in gross with concession number NO-15075-OTH to Top Energy Limited (dated 21 February 2005).

Name of property	Description	Interests
Wharemaru / East Beach property	*North Auckland Land District—Far North District* ~~1000 hectares, approximately, being Parts Crown Land, Part Stephensons Grant, Part Wharemaru Block and Section 14 Block I Ranganau Survey District. Subject to survey.~~ ~~As shown on OTS-073-25.~~ 1000.0830 hectares, more or less, being Section 1 SO 470833.	Subject to being a scenic reserve, as referred to in **section 416(3)**.
Mai i Waikanae ki Waikoropūpūnoa	*North Auckland Land District—Far North District* ~~15 hectares, approximately, being Part Lot 2 DP 63209.~~ 18.7500 hectares, more or less, being Section 2 SO 470146. Part *Gazette* notice C195138.1. ~~Subject to survey.~~ ~~As shown on OTS-073-35.~~	Subject to being a scenic reserve, as referred to in **section 410(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Together with a right of way easement created by D592406A.2. Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.
Mai i Hukatere ki Waimahuru	*North Auckland Land District—Far North District* ~~70 hectares, approximately, being Part Lot 1 DP 136869, Part Lot 1 DP 136868, Part Lot 1 DP 137713, Part Section 2 Block III, Part Section 1 Block VII, Part Section 1 Block VIII and Part Section 1 Block XII Houhora West Survey District, Part Section 1 Block IX, Part Section 1 Block XIII and Part Section 3 Block XIV Houhora East Survey District and Part Section 1 Block II Opoe Survey District.~~ 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 survey.~~ ~~As shown on OTS-073-36.~~	Subject to being a scenic reserve, as referred to in **section 411(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Together with a right of way easement created by D145215.1 (affects the part formerly Lot 1 DP 136868). 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).

Name of property	Description	Interests
Mai i Ngāpae ki Waimoho	*North Auckland Land District—Far North District* ~~40 hectares, approximately, being Part Lot 1 DP 137713 and Part Lot 1 DP 137714.~~ 44.2385 hectares, more or less, being Sections 1, 2, 3, and 4 SO 469833. Part *Gazette* 1966, p 1435. ~~Subject to survey.~~ ~~As shown on OTS-073-33.~~	Subject to being a scenic reserve, as referred to in **section 412(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. 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). 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* ~~89 hectares, approximately, being Crown Land (adjoining Parts Lot 3 DP 49057 and Lot 1 DP 137182). Subject to survey.~~ ~~As shown on OTS-073-34.~~ 72.1300 hectares, more or less, being Section 1 SO 469396.	Subject to being a scenic reserve, as referred to in **section 413(3)**.

Properties vested in fee simple subject to conservation covenant

Name of property	Description	Interests
Lake Tangonge site A	*North Auckland Land District—Far North District* ~~31.0 hectares, approximately, being Part Allotments 37, 39, and 42 Parish of Ahipara and Crown Land. Subject to survey.~~ ~~As shown on OTS-073-27.~~ 25.2850 hectares, more or less, being Section 9 SO 472393.	Subject to the conservation covenant referred to in **section 417(3)**. Subject to a right of way easement created by Certificate C312160.2. Subject to a right to drain water easement created by Certificate C312160.2.

Name of property	Description	Interests
Tangonge property	*North Auckland Land District—Far North District* ~~110 hectares, approximately, being Part Sections 4 and 6 SO 64336.~~ 131.1420 hectares, more or less, being Sections 5 and 6 SO 472393. Part computer freehold register NA99C/561. ~~Subject to survey.~~ ~~As shown on OTS-073-28.~~	Subject to the conservation covenant referred to in **section 418(2)(a)**. Subject to the right of way easement referred to in **section 418(2)(b)**. Subject to section 3 of the Petroleum Act 1937. Subject to section 8 of the Atomic Energy Act 1945. Subject to section 3 of the Geothermal Energy Act 1953. Subject to sections 6 and 8 of the Mining Act 1971. Subject to section 5 of the Coal Mines Act 1979. Subject to section 261 of the Coal Mines Act 1979. Together with a right to drain water easement created by Certificate C312160.2. Together with a right of way easement created by Certificate C312160.2. Subject to 7821071.1 open space covenant pursuant to section 22 of the Queen Elizabeth the Second National Trust Act 1977.

Lake and lakebed properties vested in fee simple

Name of property	Description	Interests
Bed of Lake Ngatu	*North Auckland Land District—Far North District* ~~54 hectares, approximately, being Part Section 99 Block VIII Opoe Survey District, which excludes the Crown stratum as defined in **section 406**. Part *Gazette* notice 574839.1. Subject to survey.~~ ~~As shown on OTS-073-30.~~ 56.5200 hectares, more or less, being Section 1 SO 484985. Part computer interest register 631218.	Subject to being a recreation reserve, as referred to in **section 419(3)**.
Lake Katavich	*North Auckland Land District—Far North District* 10.7890 hectares, more or less, being Section 1 SO 460023. Part Proclamation B342446.1.	

Name of property	Description	Interests
Lake Ngakapua	*North Auckland Land District—Far North District* 16.4445 hectares, more or less, being Section 1 SO 459372.	
Lake Rotokawau	*North Auckland Land District—Far North District* 17.6290 hectares, more or less, being Section 2 SO 459372.	
Lake Waiparera	*North Auckland Land District—Far North District* 115.3990 hectares, more or less, being Section 2 SO 460023. Part Proclamation B342446.1.	

Schedule 13
Te Oneroa-a-Tohe redress

ss 442, 444(5), 454, 459(1)

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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 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 9** 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 9** 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 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 455(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 14
Korowai

ss 460, 462, 464(3), 486(3), 487(2), 488

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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 464(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 462**:

(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 464(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 464(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 the Board appointed under **section 464(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 464(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 464(1)(a)** and 2 of the members appointed by the Minister under **section 464(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 464(2)(a) and (b)** and 3 of the members appointed by the Minister under **section 464(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 485**; 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 strength 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 486** 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 486** 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 Aupouri 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

Te Rerenga Wairua Reserve means the land as shown in the plan included as Appendix 4 to part 6 of the deed of settlement.

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:

(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 15
NgāiTakato statutory areas subject to statutory acknowledgement and deed of recognition

ss 490, 499(1)

Statutory area	Location
Lake Rotoroa	As shown on OTS-073-02
Lake Heather (Wai Te Huahua)	As shown on OTS-073-03
Lake Waikaramu	As shown on OTS-073-04
Kowhai Beach	As shown on OTS-073-05
Whangatane Spillway	As shown on OTS-073-06
Awanui River	As shown on OTS-073-07
Rarawa Beach Campground	As shown on OTS-073-08
Southern part of Waipapakauri Conservation Area	As shown on OTS-073-09
Lake Ngatu Recreation Reserve	As shown on OTS-073-01

Schedule 16
Notices relating to RFR land

ss 537, 560, 566

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 10** 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 an RFR landowner, specified by the RFR landowner in an offer made under **section 540**, or in a later notice given to the trustees of an offer trust or identified by those trustees as the current address, fax number, or electronic address of the RFR landowner; and

(c) for a notice given under **section 557 or 559**, ~~sent~~ 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 ~~that must be~~ given in ~~writing and signed, as required by~~ accordance with **subclause (1)(a)**~~,~~ may be given by electronic means ~~provided~~ 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 ~~second~~ 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.

Schedule 17
Hapū

s 577

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 18
Te Rarawa cultural redress properties

s 586, 594(2), (3), 619, 620(3), 621(1)

Part 1
Properties vested in fee simple

Name of property	Description	Interests
Hukatere site B	*North Auckland Land District—Far North District* ~~2.0 hectares, approximately, being Part Lot 1 DP 137713. Part *Gazette* 1966, p 1435. Subject to survey.~~ ~~As shown on OTS-074-43.~~ 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. Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1. Subject to the protective covenant certificate C626733.1.
Mangamuka Road property, Mangamuka	*North Auckland Land District—Far North District* 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* 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* ~~19.0300 hectares, approximately, being Part Sections 193 and 194 Block IV Ahipara Survey District. Part *Gazette* notice B495888.4. Subject to survey.~~ ~~As shown on OTS-074-25.~~ 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* 0.4100 hectares, more or less, being Lot 1 DP 136481. All computer freehold register NA80B/950. 8.9637 hectares, more or less, being Lot 3 DP 136481. All computer freehold register NA80B/951. 6.8736 hectares, more or less, being Lot 4 DP 136481. All computer freehold register NA80B/952. 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.) Subject to section 8 of the Mining Act 1971. (Affects computer freehold registers NA80B/951 (as to part), NA80B/952, and 568127.) Subject to section 5 of the Coal Mines Act 1979. (Affects computer freehold registers NA80B/951 (as to part), NA80B/952, and 568127.) 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* 0.6832 hectares, more or less, being Section 1 SO 459527.	
Pukepoto School property	*North Auckland Land District—Far North District* 4.6781 hectares, approximately, being Part Waipapa Block. Part Proclamation A5472. Subject to survey. As shown on OTS-074-42.	Subject to the lease referred to in **section 593(3)**.
Rotokakahi property	*North Auckland Land District—Far North District* ~~2.7800 hectares, approximately, being Part Section 43 Block VIII Whangape Survey District. Part *Gazette* 1951, p 1399. Subject to survey.~~ ~~As shown on OTS-074-35.~~ 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* ~~78.0 hectares, approximately, being Part Tauroa Block. Subject to survey.~~ ~~As shown on OTS-074-26.~~ 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).

Name of property	Description	Interests
Tauroa Point site C	*North Auckland Land District—Far North District* ~~7.3 hectares, approximately, being Part Lot 1 DP 107387. Part Transfer B559864.4. Subject to survey.~~ ~~As shown on OTS-074-36.~~ 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* ~~3.6 hectares, approximately, being Part Allotment 31 Parish of Ahipara. Subject to survey.~~ ~~As shown on OTS-074-20.~~ 5.1580 hectares, more or less, being Section 1 SO 472395.	
12 Waiotehue Road	*North Auckland Land District—Far North District* 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* 0.1385 hectares, more or less, being Lot 2 DP 154514. All computer freehold register NA93D/162. 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* 0.0985 hectares, more or less, being Section 4 SO 377810.	Subject to the right of way easement in gross referred to in **section 601(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* 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 602(3)**.

Name of property	Description	Interests
Epakauri site A	*North Auckland Land District—Far North District* ~~396.0 hectares, approximately, being Part Epakauri Block. Part *Gazette* notice B157083.1. Subject to survey.~~ ~~As shown on OTS-074-39.~~ 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 603(3)**.
Epakauri site B	*North Auckland Land District—Far North District* ~~252.0 hectares, approximately, being Part Epakauri Block. Part *Gazette* notice B157083.1. Subject to survey.~~ ~~As shown on OTS-074-33.~~ 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 604(3)**.
Kaitaia Domain	*North Auckland Land District—Far North District* ~~10.4 hectares, approximately, being Part Section 2 SO 449307. Part *Gazette* 1917, p 2882. Subject to survey.~~ 10.2900 hectares, more or less, being Section 2 SO 471334. Part *Gazette* 1917, p 2882. ~~2 hectares, approximately, being Part Section 2 SO 449307. Part *Gazette* 1917, p 2882. Subject to survey.~~ ~~As shown on OTS-074-29.~~ 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 605(3)** (affects~~the part shown marked A on OTS-074-29 subject to survey~~ Section 2 SO 471334). Subject to being a local purpose (for marae site) reserve, as referred to in **section 605(5)** (affects~~the part shown marked B on OTS-074-29 subject to survey~~ Section 1 SO 471334).
Rokokakahi War Memorial property	*North Auckland Land District—Far North District* ~~0.8621 hectares, approximately, being Part Section 43 Block VIII Whangape Survey District. Part *Gazette* 1951, p 1399. Subject to survey.~~ ~~As shown on OTS-074-30.~~ 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 606(3)**.

Name of property	Description	Interests
Tauroa Point site A	*North Auckland Land District—Far North District* ~~32.7 hectares, approximately, being Part Lot 1 DP 107387 and Part Tauroa Block. Part Transfer B559864.4. Subject to survey.~~ ~~As shown on OTS-074-28.~~ 32.7200 hectares, more or less, being Section 2 SO 471344.	Subject to being a historic reserve, as referred to in **section 607(3)**. 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* ~~15.0 hectares, approximately, being Crown land. Subject to survey.~~ ~~As shown on OTS-074-45.~~ 17.4600 hectares, more or less, being Section 6 SO 471344.	Subject to being a recreation reserve, as referred to in **section 608(3)**.
Te Tāpairu Hirahira o Kahakaharoa	*North Auckland Land District—Far North District* ~~424.1000 hectares, approximately, being Part Section 6 Block V Hokianga Survey District. Subject to survey.~~ ~~As shown on OTS-074-50.~~ 424.2000 hectares, more or less, being Section 1 SO 491216.	Subject to being a historic reserve, as referred to in **section 609(3)**.
Mai i Waikanae ki Waikoropūpūnoa	*North Auckland Land District—Far North District* ~~15 hectares, approximately, being Part Lot 2 DP 63209. Part *Gazette* notice C195138.1. Subject to survey.~~ ~~As shown on OTS-074-48.~~ 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 610(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Together with a right of way easement created by D592406A.2. 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* ~~70 hectares, approximately, being Part Lot 1 DP 136869, Part Lot 1 DP 136868, Part Lot 1 DP 137713, Part Section 2 Block III, Part Section 1 Block VII, Part Section 1 Block VIII and Part Section 1 Block XII Houhora West Survey District, Part Section 1 Block IX, Part Section 1 Block XIII and Part Section 3 Block XIV Houhora East Survey District and Part Section 1 Block II Opoe Survey District. Part *Gazette* notice B342446.1 and Part *Gazette* 1966, p 1435. Subject to survey.~~ ~~As shown on OTS-074-49.~~ 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 611(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Together with a right of way easement created by D145215.1 (affects the part formerly Lot 1 DP 136868). 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* ~~40 hectares, approximately, being Part Lot 1 DP 137713 and Part Lot 1 DP 137714. Part *Gazette* 1966, p 1435. Subject to survey.~~ ~~As shown on OTS-074-46.~~ 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 612(4)**. Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. 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). 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* ~~89 hectares, approximately, being Crown Land (adjoining Parts Lot 3 DP 49057 and Lot 1 DP 137182). Subject to survey.~~ ~~As shown on OTS-074-47.~~ 72.1300 hectares, more or less, being Section 1 SO 469396.	Subject to being a scenic reserve, as referred to in **section 613(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* ~~31.0 hectares, approximately, being Part Allotments 37, 39, and 42 Parish of Ahipara and Crown land. Subject to survey.~~ ~~As shown on OTS-074-31.~~ 25.3800 hectares, more or less, being Section 9 SO 472393.	Subject to the conservation covenant referred to in **section 615(3)**. Subject to a right of way easement created by Certificate C312160.2. Subject to a right to drain water easement created by Certificate C312160.2.
Lake Tangonge site B	*North Auckland Land District—Far North District* ~~25.0 hectares, approximately, being Part Allotment 42 Parish of Ahipara and Crown land. Subject to survey.~~ ~~As shown on OTS-074-44.~~ 25.2850 hectares, more or less, being Section 10 SO 472393.	Subject to the conservation covenant referred to in **section 616(3)**. Subject to a right of way easement created by Certificate C312160.2. Subject to a right to drain water easement created by Certificate C312160.2.
Motukaraka site B	*North Auckland Land District—Far North District* 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 617(4)**.

Name of property	Description	Interests
Tangonge property	*North Auckland Land District—Far North District* ~~110 hectares, approximately, being Part Sections 4 and 6 SO 64336. Part computer freehold register NA99C/561. Subject to survey.~~ ~~As shown on OTS-074-32.~~ 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 618(2)(a)**. Subject to the right of way easement referred to in **section 618(2)(b)**. Subject to section 3 of the Petroleum Act 1937. Subject to section 8 of the Atomic Energy Act 1945. Subject to section 3 of the Geothermal Energy Act 1953. Subject to sections 6 and 8 of the Mining Act 1971. Subject to sections 5 and 261 of the Coal Mines Act 1979. Together with a right to drain water easement created by Certificate C312160.2. Together with a right of way easement created by Certificate C312160.2. 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 593(3)**.

Schedule 19
Te Oneroa-a-Tohe redress

ss 639, 641(5), 656(1)

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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 12** 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 12** 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 ~~254(1)~~ 652(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 20
Korowai

ss 657, 659, 661(3), 683(3), 684(2), 685

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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 661(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 659**:

(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 661(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 661(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 661(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 661(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 661(1)(a)** and 2 of the members appointed by the Minister under **section 661(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 661(2)(a) and (b)** and 3 of the members appointed by the Minister under **section 661(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 682**; 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 683** 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 683** 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 Aupouri 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 21
Te Rarawa statutory areas

s 687

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 22
Notices relating to RFR land

ss 746, 769, 775

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 13** 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 749**, 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; ~~or~~ and

(c) for a notice given under **section 766 or 768**, ~~sent~~ 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 ~~that must be~~ given in ~~writing and signed, as required by~~ accordance with **subclause (1)(a)**~~,~~ may be given by electronic means ~~provided~~ 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 ~~second~~ 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

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