

Te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana me Te Pire Whakataunga i ngā Kereme a Ngā Hapū o Ngāti Ranginui

Pire Kāwanatanga

Tērā na Te Komiti Whiriwhiri Take Māori i whakatakoto

Ngā Kōrero

Tūtohutanga

Kua āta tirohia e Te Komiti Whiriwhiri Take Māori Te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana me Te Pire Whakataunga i ngā Kereme a Ngā Hapū o Ngāti Ranginui, ā, tūtohu ai kia panekehia me ngā whakatikatika kua oti te whakaatu.

Kupu Whakataki

He pire wāhanga maha tēnei o ngā waehanga e rua ka whai ake:

- Te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana
- Te Pire Whakataunga i Ngā Kereme a Ngā Hapū o Ngāti Ranginui

Rapu ai te pire kia hoatu whakatika hapa ai mō Te Ohu Iwi Tauranga Moana (TOITM) mā te whakamana i ngā āhuatanga e pā ana ki te whakaaetanga TOITM me te whakaaetanga whakatika. Kei roto i ngā wāhanga 2 me te 3 o te pire te whakatika hapa ahurea me te whakatika hapa arumoni mō TOITM.

Ka whakatatū anō hoki te pire i ngā kereme hītori katoa o Ngā hapū o Ngāti Ranginui e pā ana ki Te Tiriti o Waitangi mō te whakamana āhuatanga e pā ana ki te whakaaetanga whakataunga Ngā Hapū o Ngāti Ranginui me ngā whakaaetanga whakatika. Ko aua wāhanga anake o te whakataunga e pā ana ki te whakatika hapa e hiahia ana kia whakamanatia ā-turetia, kei roto i te pire. Whakatakoto ai ngā wāhanga 5 me te 6 o te pire i te whakatika hapa e pā ana ki te ahurea me te arumoni mō Ngā Hapū o Ngāti Ranginui.

Te mōhiohio mō Te Ohu Iwi Tauranga Moana

Ko ngā Ngā Hapū o Ngāti Ranginui, ko Ngāi Te Rangi me Ngāti Pūkenga, kei roto i TOITM. I whakatūria e Te Iwi i te tau 2010, ko TOITM ki te whiriwhiri ohu whakatika hara mō te pānga o ngā takiwa kei a rātou tahi. Kei roto i tā rātou ake whakaaetanga takitahi te whakataunga whakatika hapa mā ia iwi.

Te mōhiohio mō Ngā Hapū o Ngāti Ranginui

He hapū ō-roto-iwi ngā Hapū o Ngāti Ranginui o ēnei ka whai ake: ko Ngāti Te Wai, Ngāti Taka, ko ngā hapū o Wairoa (a Ngāti Rangi, Ngāti Paho, Ngāti Kahu), ko Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi, ā, me Ngāti Ruahine. E 7,500 tata atu pea te taupori o Ngā Hapū o Ngāti Ranginui e nohonoho haere ana ki roto, ā, huri rauna i te takiwā o Tauranga.

Ka uru atu ki roto i ngā kerēme hītori o Ngā Hapū o Ngāti Ranginui ki Te Karauna, te pakanga me te raupatu (o te whenua) i Tauranga, te hokonga o ngā poroko Te Puna-Katikati, ngā tuinga o ngā ture whenua taketake o Te Karauna, ā, te hanganga ture whenua Māori ā muri ake, me ngā tangohanga whenua mō ngā mahi hei painga mā te iwi whānui. Ko te mahi a Te Karauna kua tino kitea i te wā o te “*bush campaign*”, kauhanga riri puihi me kī, tana kaupapa here tahu i te papa whenua, tērā i whakamahia hei āhuatanga pokea i te ātetenga o Ngā Hapū o Ngāti Ranginui ki te raupatu, ā, ki te hokonga o Te Puna-Katikati.

Whakapuaki ai ngā whākinga me te whakapāha i te tino pōuri o Te Karauna mō ngā ture, ngā mahuetanga me ngā whawhatanga o Te Tiriti o Waitangi, ā, kua tino kitea te tino pā o ngā tuinga nei ki Ngā Hapū o Ngāti Ranginui mō ngā whakareanga.

Ngā take nui nā te hunga whakatakoto tāpae i whakaara ake

Te Pou Tarāwaho Tauranga Moana

He whakaritenga hoa-whakahaere rawa māori Te Pou Tarāwaho Tauranga Moana (TPTTM) me tōna mematangā e 50:50 o Te Karauna/kaunihera me ngā māngai Iwi kua hōmaingia i roto i te whakaaetanga TOITM. Ko Te Kohinga Whakahaere Tauranga Moana (TKWTM) te hunga whakahaere i TPTTM.

E rima ngā tūru kei runga i TKWTM, ko tētahi takitahi kotahi nō mai i ia hapū o Ngāti Hapū o Ngāti Ranginui, ko Ngāti Pūkenga, ko Ngāi Te Rangi, ko tētahi takitahi kotahi ka kopoua e TOITM, ā, ko tētahi takitahi kotahi ka kopoua e te hinonga whakahaere o Te Iwi, ā, he pānga mōhiohia ōna i roto Tauranga Moana. Ka kaha Te Iwi, he pānga mōhiohia ōna ki te whakauru hei mema mā roto i te tūru, i ngā wā ka whakaaroaro take ai a TKWTM, he tino tuinga kei reira, ā, ka torohū mai ake rānei i tō rātou takiwā pānga mōhiohia. I te wā nei, kua tukua te tūru nei ki Te Ohu o Hauraki i tōna kotahi anake.

I te wā o tā mātou whakaaroaro i te pire nei, ka tae mai te whakaatu ki ā mātou e whakahē ana Ngā Hapū o Ngāti Ranginui i nāianei ki te whakaurunga mai o Te Ohu o Hauraki ki roto i te tūru tuarima. Ki tō mātou mōhio, nā Te Karauna te tūru i tukua ki Te Ohu o Hauraki i roto i te ngākaupono i te tau 2014, ā, kīhai e whaiwhakaaro he

kōwhiringa te tango atu i te tūru. Ko te whakamāherehere ki a mātou, e ōrite ana te whakaurunga mai o Hauraki ki roto i TPTTM ki tētahi whakaūtanga i whakatakotoria e Te Karauna ki mua i te aroaro o Te Taraipiunara o Waitangi i te tau 2012: “Kāore Te Pou Tarāwaho o Tauranga Moana e aukati i Te Iwi o Hauraki me Te Karauna ki te whiriwhiri whakariteritenga hoa-whakahaere iti iho te pai i te taha kāwanatanga ā-kāinga i roto i ō rātou takiwā mō ngā pānga whenua papatipu ki ērā i hoatu ki a TOITM”.

Ko te whakamāherehere ki a mātou kua tūtaki Te Karauna me Ngāti Ranginui, Ngāti Pūkenga, Ngāi Te Rangi ki te matapaki me pēhea te āhautanga nei e tatū ai.

Ahakoa tēnei taupapatu, ka tūtohu mātou kia haere tonu te pire nā te mea, ka whakatoto whakatikatika pea he pāti kē ā muri ake.

Te haere tonu o te pire ahakoa te kore Pou Tarāwaho Tauranga Moana

He māharahara tō Te Ohu o Hauraki mō ngā kupu ā-kaupapa i roto i TPTTM. Ka pā ngā māharahara rā ki tōna whakaurunga me tōna kaha ki te rapu āwhina mai i ngā kōti, ki te whakatau a TKWTM i tētahi take e whaiwkaarohia ana e ia, kīhai he tino tūkinga, he tūkinga ka torohū ake mai rānei ki runga i te takiwā pānga mōhiotia o Te Ohu o Hauraki. Nā runga i ēnei māharahara, kua whakaorahia anōtia e ngā iwi e rima o Te Iwi Hauraki tā rātou tonu mō tētahi hui whakawātanga kaikā ki roto i te hātepe whakatatū i ngā tautohenga (rara 10.3 o Te Kupu Āpiti Take ā-Ture e pā ana ki Te Whakaaetanga Ohu Iwi Tauranga Moana). I whakawhiwhia tā rātou tonu kaikā e Te Taraipiunara o Waitangi i te marama Here-turi-kōkā o te tau 2015. I tana whakatakotoranga o te whakataunga nei, ka mea ake Te Taraipiunara o Waitangi, “nā te hua ake o te whakaurunga rara 10.3, he whakatoihara kei reira ki Te Iwi o Hauraki”.

Nā, i roto i te tūrama o tēnei, ka whakaae Te Karauna me TPTTM kia tangohia mai a TOITM i te pire. Ko tēnei te huarahi pai rawa kua kitea hei whakatatū i whawhaitanga a Te Taraipiunara o Waitangi, ā, ki te neke whakamua i te hanganga ture whakataunga ohu takitahi. Ka ū tonu Te Karauna me Tauranga Moana Iwi ki te whakatatū i TPTTM hei whakamanatanga wehe kē. Whakaae ai a rara 3 o te pire kia whakaurua wehenga mai taua hanganga ture mō TPTTM.

I roto i tāna tāpaetanga ā-waha, nā Ngā Hapū o Ngāti Ranginui i whakaara ake ngā māharahara mō te kauneke whakamua i te pire i mua ake i te whakatatū i TPTTM. Ka tonu Ngā Hapū o Ngāti Ranginui kia whakatikaina tana pire takitahi, kia kore ai āna kerēme hītori e pā ana ki Te Tiriti o Waitangi e tatū ai oti atu, kia paneke rā anō te whakatika hapa TPTTM. Kua kite mātou i te oho Ngā Hapū o Ngāti Ranginui ki te whakataunga kia tangohia mai te TPTTM i te pire TOITM, hei aha koa, kai hainatia tahitia te whakaaetanga kia whakatikaina me tētahi reta e tautoko ana i te whakaurunga mai o te pire.

Ka whaiwhakaaro ētahi o mātou kāore e pai kia whakaae atu ki ngā tonu a Ngā Hapū o Ngāti Ranginui kia whakatauhia ētahi wāhi o ōna kerēme hītori nā te mea, ka noho tuwhera ngā kerēme, ā, i raro i te ture he whawhaitanga kei te haere. Ko te taumata o te kaupapa here o Te Karauna, me whakatauhia ngā kerēme hītori katoa mā roto i ngā pire takitahi. Ko tērā kua kite mātou, kīhai te pire TOITM e kaha ki te whakatau ker-

ēme hītori; ka hoatu wāhi noa iho mō te whakatika hapa, tua atu i te whakatika hapa, i roto whakaaetanga whakataunga takitahi. Ka mutu, ko tētahi wāhi nui o te take e pā ana ki te whakatakotoranga o Te Karauna, kia tangohia mai ko TPTTM kia haere tonu ai te mahi whakamutunga mō ngā whakataunga takitahi e pā ana te hanganga ture takitahi a Te Iwi o Tauranga Moana. Kia oti rā anō ngā whakataunga e whiwhi ai Ngā Hapū o Ngāti Ranginui e whiwhi i te katoa o tāna whakatika hapa.

I roto i te tūrama o ēnei āhuatanga, ka whaiwhakaaro ētahi o mātou, ko te mea pai kē mō te pire kia haere tonu ahakoa te kore TPTTM. E ngākau titikaha ana mātou ka haere tonu te mahi a Te Karauna me Te Iwi Tauranga Moana i roto i te ngākaupono, ko TPTTM ka tutuki.

Te whakatika hapa mō Te Moutere Kārewa

Ka tukua e te hanganga ture Te Moutere Kārewa ki roto i te hinonga whakahaere o Ngāi Te Rangi hei taiao whenua tāpui ka tae ana ki te rā whakataunga. I whiwhi i a mātou ngā tāpaetanga e whakapuaki ana, he hiranga nui te hītori o Te Moutere Kārewa ki a Ngāi Tamarāwaho me ētahi atu hapū o Ngāti Ranginui, ā, me te whakaputa i te pōuri kua tukua ki iwi kē atu.

Hei whakamihi i ngā pānga o ngā Hapū o Ngāti Ranginui i roto i Te Moutere Kārewa, kua hoatu he whakaritenga i reira mō tērā ki roto i te whakaaetanga whakataunga a Ngāi Te Rangi e tono ana ki te hinonga whakahaere o Ngāi Te Rangi me “tino aro atu” ki te tauākī hiranga a Ngā Hapū o Ngāi Ranginui, ka whakahaeretia ana te moutere.¹

Ka pātai mātou mehemea ka hāngai tētahi mātātutanga paparua ki te whawhai i ngā māharahara a Ngā Hapū o Ngāti Ranginui. Heoi anō, ka hāngai noa ngā he paparua mātāmua ki ngā takotoranga hiringa anake kei te whakahaerea i runga i te whenua e Te Papa Atawhai. I roto i tēnei kēhi, ko te hinonga whakahaere o Ngāi Te Rangi te rangatōpū whakahaere i te whenua rāhui, ā, nō reira kāore tētahi mātāmua-tanga paparua e hāngai.

Te whakawhitinga pito whenua ki Te Hononga Pakihi o Te Papa

Ka kōwhiri a Ngāi Te Rangi me Ngā Hapū o Ngāti Ranginui kia kawea ngā pito whenua whakatika hapa arumoni i te takiwā Te Papa (te *Central Business District*). Ka whakamōhio mai i tā rātou takune kia whakawhitia ngā pito whenua katoa e 13 ki tētahi atu hononga pakihi whakataunga i muri mai i te whakataunga. E rua ngā kaitāpae i rapu whakatūturu mehemea ka tū tonu te takune ki te whakawhiti i ngā pito whenua i te wā whai muri i te whakataunga.

Kua kite mātou i te uaua ki te here i ngā hinonga whakahaere whakataunga-whai muri ki te whai ake i ngā mahi whakataunga-whai muri. Ki tō mātou whakapono, kāore he

¹ I hainatia he whakaaetanga whakatika e whakatakoto ana i te tauākī hiranga mō Te Moutere Kārewa, i waenganui i Te Karauna me Ngā Hapū o Ngāti Ranginui i te 26 o Mahuru tau 2014.

take i a mātou mō te kore whakawhiti i ngā pito whenua. Hoi anō, he take whakataunga-whai muri tēnei mā Ngā Hapū o Ngāti Ranginui me Ngāi Te Rangi.

Te taupaupatu i waenganui i ngā Trusts o Te Uho o Ngāti Taka me Pirirākau

Kua whakaputaina e Ngāti Taka he whakahaerenga i roto i Te Kōti Matua ki te takahuri i te tohatohanga whakataunga o te hapū ō-roto-iwi o Ngā Hapū o Ngāti Ranginui, ā, rapu whakataunga ai ki te whakatūturu i tika o te kawē i te hātepe tohatoha. I whiwhi mātou i tētahi tāpaetanga e tono ana kia whakatakaroangia te haerenga o te piri, kia puta rā anō te otinga whakamutunga e pā ana ki te whakataunga a Te Kōti i runga i ngā whakahaerenga a Ngāti Taka.

Ki a mātou nei, kāore noa iho he tikanga mō te whakatakaroa i te pire i runga i tēnei paparahi. Kua whiwhi i a Ngāti Taka he whakamāherehere ā-ture, kāore he āhuatanga i roto i te pire nei e tuki kino ai i tāna kerēme i roto i Te Kōti Matua. Ka makihuhunu te mahi whakatakaroa i te pire ki te katoa o ētahi atu hapū o Ngāti Ranginui.

Te tāpaetanga o Te Trust Pirirākau

Ko tā Te *Trust* Pirirākau i tāpae, kīhai ia i te hiahia kia noho mai ko Te *Trust* Whakataunga o Ngā Hapū o Ngāti Ranginui hei wāhi pānga matua mō ngā take e tukituki ana i te whakataunga-whai muri a Pirirākau. Ahakoa ka tū tonu te *trust* whakataunga ki te kawē i āna koronga i raro i raro i te *trust* whakaaetanga, kua whakatūturu a ia, ko tāna e takune ai kārekau a ia e hiahia kia noho hei wāhi pānga matua mō ngā take e tika ana kia haere hāngai tonu ki Te *Trust* Pirirākau. Ka whakaae mātou, he take tēnei mā rātou ake, mā te *trust* whakataunga, mā Te *Trust* Pirirākau e pūtohe mō rātou ake.

Ka tāpae mai anō hoki Te *Trust* Pirirākau, ā, ko noho ai tana tautoko mō te pire i runga i te pūhera whakatika hapa ahurea kua whakaaetia i roto i te whakaaetanga whakataunga. Ā, kua kite mātou, kāore mātou i te tūtohu i tētahi whakatikatika ki ngā pūhera whakataunga mō tētahi hapū o Ngāti Ranginui, nā reira, ka riro mā te pire e hoatu te whakamanatanga ā-ture ki te whakatika hapa roto rā i te whakaaetanga whakataunga.

Te āhua ō-roto-hapū e pā ana ki Ngā Hapū o Ngāti Ranginui

I whiwhi mātou i tētahi tāpaetanga e tono tāpiritanga ana mō Wāhanga 4, rara 76, o te pire ki te “whakatau, whakakaha ake anō, whakangāwari i te āhua ō-roto-hapū o te whakataunga mō te hapū o Ngāti Ranginui”

Ka whaiwhakaaro mātou, he manakohanga ngā kupu “Ngā Hapū o” i mua atu i te ingoa iwi “Ngāti Ranginui” i te āhua ō-roto-hapū i tēnei whakataunga. Ki a mātou nei, kāore te whakaurunga atu o tētahi manakohanga ake e tino hiahitia i roto i te pire nā runga i tō mātou whakapono he pai kē ake kia waiho ngā rara i roto i ngā pire whakataunga hei mea whakanikoniko pai atu i wāna mahi ake.

Ngā whakatikatika ki te pire

Ko ērā ka whai ake ngā whakatikatika matua nā mātou i tūtohu ki te pire. Kāore mātou e matapaki whakatikatika hauiti, whakatikatika hangarau rānei.

Te whakamana whenua kāore anō kia whakawhitia Ka kapi tēnei kōrero i ngā whakatikatika matua ka tūtohu mātou ki te pire, kāore i kapi i ngā whakatikatika iti, hangarau rānei.

Te tuinga e pā ana ki te whenua kīhai i whakawhitia

I roto i te pire i tōna whakaurunga mai, hoatu wāhi ai a rara 43 mō “te whenua whai raihana kīhai i whakawhitia” i te whakataunga. Nā te mea e hiahia ana a TOITM ki te hoko whenua whai raihana mai mā ōna ake pūtea, kua tangohia atu te tūraru kei runga i te whenua whai raihana kihia i whakawhitia i te rā whakataunga. Nō reira, ka whai-whakaaro mātou kua kore te rara nei e hiahiatia, ā, ka tūtohu kia whakakorea.

Te tuinga mātāpono whāomoomo

Ka tūtohu mātou kia whakatikaina a rara 5(6) o Kupu Āpiti 2 ki te whakamārama i tōna tikanga. E whai ake nei ngā kupu hou o te rara, ka tautoko ai a TOITM:

“Ka tino manako te tuinga mātāpono whāomoomo i tērā, arā, ka whakatūria Te Pou Tarāwaho Tauranga Moana ki runga i ngā wai me te takiwā takutai moana o Tauranga Moana, ā, kua whakawhanakehia, kei te whakawhanakehia e Te Kohinga Whakahaere Tauranga Moana, Te Tuinga Pou Tarāwaho Tauranga Moana (Ngā Tai ki Mauao)”.

Tāpiritanga

Hātepe Komiti

I tonoa Te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana me Te Pire Whakataunga i ngā Kereme a Ngā Hapū i Ngāti Ranginui, ki te komiti i te 13 o Paenga-whāwha tau 2016. Ko te 27 o Haratua tau 2016, te rā kati mō ngā tāpaetanga. I whiwhi, i whaiwhakaarohia e mātou ngā tāpaetanga e whitu nō mai i ngā kohinga whai pānga me te hunga takitahi. I rongo taunakitanga ā-waha mātou nō mō mai i ngā kaitāpae e rima i Tauranga.

I whiwhi whakamāherehere mātou nō mai i Te Tari Whakatau Take e pā ana ki Te Tiriti o Waitangi me Te Tari Tohutohu Pāremata.

Ko te mematanga komiti, ko:

Tūtehounuku Kōrako (Heamana)

Hōnore Chester Borrows

Mārama Davidson

Kelvin Davis

Mārama Fox

Peeni Hēnare

Pita Paraone

Tākuta Shane Reti

Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Bill

Government Bill

As reported from the Māori Affairs Committee

Commentary

Recommendation

The Māori Affairs Committee has examined the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Bill and recommends that it be passed with the amendments shown.

Introduction

This is an omnibus bill made up of the following two component bills:

- Tauranga Moana Iwi Collective Redress Bill
- Ngā Hapū o Ngāti Ranginui Claims Settlement Bill.

The bill seeks to provide collective redress for Tauranga Moana Iwi Collective (TMIC) by giving effect to aspects of the TMIC deed and deed to amend. Parts 2 and 3 of the bill contain the cultural and commercial redress for TMIC.

The bill would also settle all of Ngā Hapū o Ngāti Ranginui's historical Treaty of Waitangi claims by giving effect to aspects of the Ngā Hapū o Ngāti Ranginui deed of settlement and deeds to amend. The bill includes only those parts of the settlement redress that require legislative authority. Parts 5 and 6 of the bill set out cultural and commercial redress for Ngā Hapū o Ngāti Ranginui.

Information about Tauranga Moana Iwi Collective

TMIC is made up of Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangi, and Ngāti Pūkenga. In 2010, the iwi formed TMIC to negotiate collective redress for their shared areas of interest. Settlement redress for each iwi is in their individual deed of settlement.

Information about Ngā Hapū o Ngāti Ranginui

Ngā Hapū o Ngāti Ranginui is a hapū-centric iwi containing the following hapū: Ngāti Te Wai, Ngāti Taka, Wairoa hapū (Ngāti Rangi, Ngāti Paho, Ngāti Kahu), Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi, and Ngāti Ruahine. Ngā Hapū o Ngāti Ranginui has a population of about 7,500 people located in and around the Tauranga area.

Ngā Hapū o Ngāti Ranginui's historical claims against the Crown include the war and raupatu (land confiscation) in Tauranga, the purchase of Te Puna-Katikati blocks, the effects of the Crown's native land laws and later Māori land legislation, and public works takings. Of particular note are the Crown's actions during the "bush campaign", where it employed a scorched earth policy to overcome Ngā Hapū o Ngāti Ranginui's resistance to raupatu and Te Puna-Katikati purchase.

The acknowledgements and apology express the Crown's profound regret for the acts, omissions, and breaches of the Treaty of Waitangi, the effects of which have adversely affected Ngā Hapū o Ngāti Ranginui for generations.

Main issues raised by submitters

Tauranga Moana Framework

The Tauranga Moana Framework (TMF) is a natural resources co-governance arrangement with 50:50 membership of the Crown/council and iwi representatives provided for in the TMIC deed. The TMF is governed by the Tauranga Moana Governance Group (TMGG).

There are five seats on the TMGG comprising one individual from each of Ngā Hapū o Ngāti Ranginui, Ngāti Pūkenga, and Ngāi Te Rangi, one individual nominated by TMIC, and one individual nominated by the governance entity of iwi with recognised interests in Tauranga Moana. Iwi with recognised interests will be able to participate as a member through this seat whenever the TMGG considers matters that have an actual or potential effect on their recognised interest area. At present, this seat is offered solely to the Hauraki Collective.

During our consideration of this bill, we were notified that Ngā Hapū o Ngāti Ranginui now objects to the Hauraki Collective participating in the fifth seat. We understand that the Crown offered the seat to the Hauraki Collective in good faith in 2014, and does not consider that it is an option to remove the seat. We are advised that Hauraki participation in the TMF is consistent with a commitment the Crown made to the Waitangi Tribunal in 2012: "the Tauranga Moana Framework will not prevent Hauraki iwi and the Crown negotiating no less favourable co-governance arrangements with local government in their areas of customary interests than provided to TMIC".

We are advised the Crown has met with Ngāti Ranginui, Ngāti Pūkenga, and Ngāi Te Rangi to discuss how to resolve this situation.

Despite this disagreement, we recommend that the bill proceed because the parties may propose amendments at a later stage.

Progressing the bill without the Tauranga Moana Framework

The Hauraki Collective had concerns about the wording of the TMF. The concerns related to its participation and ability to seek recourse from the courts if the TMGG decided that a matter it was considering did not have an actual or potential effect on the Hauraki Collective's recognised interest area. Because of these concerns, five Hauraki iwi revived their application for an urgent hearing into the disputes resolution process (clause 10.3 of the Legislative Matters Schedule of the Tauranga Moana Iwi Collective Deed). Their application for urgency was granted by the Waitangi Tribunal in August 2015. In making this decision, the Waitangi Tribunal stated that "there is prejudice to Hauraki iwi as a result of the inclusion of clause 10.3".

In light of this, the Crown and TMIC agreed to remove the TMF from the bill. This was seen as the best way to resolve the Waitangi Tribunal litigation, and to progress the individual and collective settlement legislation. The Crown and Tauranga Moana iwi committed to resolving the TMF as a separate enactment. Clause 3 of the bill acknowledges that legislation for the TMF will be introduced separately. In its oral submission, Ngā Hapū o Ngāti Ranginui raised concerns about progressing the bill before the TMF is resolved. Ngā Hapū o Ngāti Ranginui requested that its individual bill be amended so that it does not finally settle its historical Treaty of Waitangi claims until the TMF redress has passed. We note that Ngā Hapū o Ngāti Ranginui was aware of the decision to remove the TMF from the TMIC bill, but nevertheless signed both the deed to amend and a letter supporting the bill's introduction.

Some of us consider that it would not be desirable to agree to Ngā Hapū o Ngāti Ranginui's request to partially settle its historical claims because it would leave the claims open to litigation. It is standard Crown policy to finally settle all historical claims through individual bills. We note that the TMIC bill would not settle historical claims; it would provide collective redress in addition to the redress in individual deeds of settlement. Furthermore, an important part of the reason for the Crown's proposal to remove the TMF was so that the individual legislation for Tauranga Moana iwi could proceed to finalise the individual settlements. Until the settlements are finalised, Ngā Hapū o Ngāti Ranginui will not receive its full redress.

In light of these factors, some of us consider that it would be best for the bill to continue without the TMF. We are confident that Tauranga Moana iwi and the Crown will continue working in good faith towards completing the TMF.

Karewa Island redress

Settlement legislation will vest Karewa Island in the Ngāi Te Rangi governance entity as a nature reserve on settlement date. We received submissions stating that Karewa Island is of great historical significance to Ngai Tamarāwaho and other hapū of Ngāti Ranginui, and expressing disappointment that it was vested in another iwi.

To acknowledge Ngā Hapū o Ngāti Ranginui's interests in Karewa Island, there is a provision in the Ngāi Te Rangi deed of settlement requiring that the Ngāi Te Rangi governance entity must have "particular regard to" Ngā Hapū o Ngāti Ranginui's statement of significance when administering the island.²

We asked whether an overlay classification could be applied to mitigate Ngā Hapū o Ngāti Ranginui's concerns. However, overlay classifications apply only to significant sites on land administered by the Department of Conservation. In this case, the Ngāi Te Rangi governance entity is the administering body of the reserve, so an overlay classification cannot apply.

Transfer of properties to the Te Papa Joint Venture

Ngāi Te Rangi and Ngā Hapū o Ngāti Ranginui chose to take commercial redress properties in the Te Papa area (Tauranga Central Business District). They indicated that they intend to transfer all 13 properties to a joint venture after settlement. Two submitters sought confirmation that this intention to transfer the properties will be upheld post-settlement.

We note that it is difficult to bind post-settlement governance entities to undertake post-settlement actions. We have no reason to believe that the properties will not be transferred. However, this is a post-settlement matter for Ngā Hapū o Ngāti Ranginui and Ngāi Te Rangi.

Dispute between Te Uho o Ngāti Taka and Pirirakau Trusts

Ngāti Taka has issued proceedings in the High Court to overturn the Ngā Hapū o Ngāti Ranginui intra-hapū settlement allocation, and seeks orders to ensure that the allocation process is carried out correctly. We received a submission requesting that the passage of the bill be delayed until the final outcome of the Court's decision on the Ngāti Taka proceedings is delivered.

We do not think it is necessary to delay the bill on this basis. Ngāti Taka has received legal advice that nothing in this bill could adversely affect its claim in the High Court. Delaying the bill would be unfair to all other hapū of Ngāti Ranginui.

The Pirirakau Trust submission

The Pirirakau Trust submitted that it does not want the Ngā Hapū o Ngāti Ranginui Settlement Trust to be the primary point of contact for matters affecting Pirirakau post-settlement. Although the settlement trust will continue to exist to carry out its purposes under its trust deed, it has confirmed that it does not intend to be the primary point of contact for matters directly concerning the Pirirakau Trust. We agree that this is a matter for the settlement trust and the Pirirakau Trust to determine themselves.

² A deed to amend setting out the statement of significance for Karewa Island was signed between Ngā Hapū o Ngāti Ranginui and the Crown on 26 September 2014.

The Pirirakau Trust also submitted that its support for the bill was contingent on the cultural redress package agreed in the deed of settlement. We note that we do not recommend any amendments to the settlement packages for any hapū of Ngāti Ranginui, so the bill would give legislative effect to the redress provided for in the deed of settlement.

Hapū-centric nature of Ngā Hapū o Ngāti Ranginui

We received a submission requesting an addition to Part 4, clause 76, of the bill, to “acknowledge, reinforce and facilitate the hapū-centric nature of the settlement for the hapū o Ngāti Ranginui”.

We consider that the words “Ngā Hapū o” before the iwi name “Ngāti Ranginui” is an acknowledgement of the hapū-centric nature of this settlement. We do not consider it desirable to include an express acknowledgement in the bill, as we believe it is preferable for clauses in Treaty settlement bills to have an operative effect.

Amendments to the bill

The following are the main amendments we recommend to the bill. We do not discuss minor or technical amendments.

Effect of licensed land not transferred

In the bill as introduced, clause 43 provides for “licensed land that is not transferred” on settlement. Because TMIC intends to purchase the licensed land out of its own funds, the risk of the licensed land not transferring on settlement date has been removed. Therefore, we consider this clause unnecessary and recommend that it be deleted.

Conservation principles document

We recommend amending clause 5(6) of Schedule 2 to clarify its meaning. The new wording of the clause, which TMIC supports, would be as follows:

“The conservation principles document must acknowledge that the Tauranga Moana Framework will be established over the waters and coastal marine area of Tauranga Moana, and that the Tauranga Moana Framework document (Ngā Tai ki Mauao) has been, or is being, developed by the Tauranga Moana Governance Group.”

Appendix

Committee process

The Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Bill was referred to the committee on 13 April 2016. The closing date for submissions was 27 May 2016. We received and considered seven submissions from interested groups and individuals. We heard oral evidence from five submitters in Tauranga.

We received advice from the Office of Treaty Settlements and the Parliamentary Counsel Office.

Committee membership

Tutehounuku Korako (Chairperson)

Hon Chester Borrows

Marama Davidson

Kelvin Davis

Marama Fox

Peeni Henare

Pita Paraone

Dr Shane Reti

**Tauranga Moana Iwi Collective Redress and Ngā Hapū
o Ngāti Ranginui Claims Settlement Bill**

Key to symbols used in reprinted bill

As reported from a select committee

text inserted unanimously

~~text deleted unanimously~~

Hon Christopher Finlayson

Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Bill

Government Bill

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The Parliament of New Zealand enacts as follows:

1 Title
This Act is the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act **2015**.

2 Commencement 5
This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1
Preliminary provisions

Preliminary matters 10

3 Purpose
(1) The purpose of **Parts 1 to 3** is to give effect to certain provisions of the collective deed.
(2) The Tauranga Moana Framework legislation is not included in **Parts 1 to 3**, but the Crown acknowledges that it will introduce that legislation as soon as practicable. 15

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— 20
 (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 25
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 collective deed.
- (2) This Part— 5
 - (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) defines terms used in **Parts 1 to 3**, including key terms such as Tauranga Moana Iwi; and 10
 - (e) provides for—
 - (i) the effect of the settlement on certain memorials; and
 - (ii) access to the collective deed.
- (3) **Part 2** provides for cultural redress, including— 15
 - (a) a statutory acknowledgement by the Crown of the statements made by Tauranga Moana Iwi of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement; and
 - (b) the joint administration of the Mauao Historic Reserve; and 20
 - (c) provisions giving effect to Te Kūpenga Framework.
- (4) **Part 3** provides for commercial redress, including the power to transfer the licensed land and the right of first refusal over RFR land.
- (5) There are 3 schedules, as follows:
 - (a) **Schedule 1** describes the statutory areas to which the statutory acknowledgement relates; 25
 - (b) **Schedule 2** gives effect to Te Kūpenga Framework:
 - (c) **Schedule 3** sets out provisions that apply to notices given in relation to RFR land.

Interpretation provisions 30

7 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 collective deed.

8 Interpretation 35

In **Parts 1 to 3**, unless the context otherwise requires,—

actual settlement date, in relation to the licensed land, means the date on which settlement of the land takes place under part 3 of the property redress schedule

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

5

attachments means the attachments to the collective deed

collective deed—

(a) means the Tauranga Moana Iwi Collective deed dated 21 January 2015 and signed by—

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

10

(ii) Kimiora Rawiri, Te Pio Kawe, Rob Urwin, Lance Waaka, Mikere Wairua, Stephanie Taiapa, Rhessa Jason Ake, and Phillip Hikairo, being the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust; and

15

(iii) Charlie Tawhiao, Margaret Broughton, Ngaraima Taingahaue, Puhirake Ihaka, Mate Samuels, Awanui Black, Kalani Tarawa, Turi Ngatai, Eddie Bluegum, and Ngareta Timutimu, being the trustees of the Ngāi Te Rangi Settlement Trust; and

20

(iv) Rahera Ohia, Harry Haerengarangi Mikaere, Hori Parata, Rehua Smallman, and Regina Berghan, being the trustees of the Te Tāwharau o Ngāti Pūkenga Trust; and

(v) Rob Urwin, Maru Samuels, and Dominic Wilson, on behalf of the Tauranga Moana Iwi Collective Limited Partnership; and

25

(b) includes—

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

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

computer register—

30

(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

35

conservation area 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

Director-General means the Director-General of Conservation	
documents schedule means the documents schedule of the collective deed	
effective date means the date that is 6 months after the settlement date	
legislative matters schedule means the legislative matters schedule of the collective deed	5
licensed land has the meaning given in section 34	
Limited Partnership means the Tauranga Moana Iwi Collective Limited Partnership	
LINZ means Land Information New Zealand	
local authority has the meaning given in section 5(1) of the Local Government Act 2002	10
member of Tauranga Moana Iwi means an individual referred to in section 9(1)(a)	
Ngā Hapū o Ngāti Ranginui Settlement Trust has the meaning given in section 84 of Parts 4 to 6 of the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2015	15
Ngāi Te Rangi Settlement Trust means the trust of that name established by a trust deed dated 5 July 2013	
property redress schedule means the property redress schedule of the collective deed	20
Registrar-General means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952	
reserve has the meaning given in section 2(1) of the Reserves Act 1977	
resource consent has the meaning given in section 2(1) of the Resource Management Act 1991	25
RFR means the right of first refusal provided for by subpart 2 of Part 3	
RFR land has the meaning given in section 48	
settlement date means the date that is 20 working days after the date on which Parts 1 to 3 come into force	
statutory acknowledgement has the meaning given in section 14	30
Tauranga Moana Framework legislation means the legislation that will, on the terms provided by part 3 of the legislative matters schedule,—	
(a) establish a statutory committee called the Tauranga Moana Governance Group; and	
(b) provide for the preparation, review, amendment, and adoption of a Tauranga Moana Framework document (Ngā Tai ki Mauao)	35

Tauranga Moana Iwi Collective Limited Partnership means the limited partnership of that name registered under the Limited Partnerships Act 2008 (number 2616652)

Te Kūpenga and **Te Kūpenga Framework** mean the arrangements relating to the Te Kūpenga Area set out in **Schedule 2** and part 3 of the documents schedule 5

Te Tāwharau o Ngāti Pūkenga Trust means the trust of that name established by a trust deed dated 24 March 2013

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: 10
- (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: 15
- (d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

9 Meaning of Tauranga Moana Iwi and related terms

(1) In **Parts 1 to 3**, **Tauranga Moana Iwi**—

- (a) means the collective group of the following iwi and hapū: 20
 - (i) Ngā Hapū o Ngāti Ranginui:
 - (ii) Ngāi Te Rangi:
 - (iii) Ngāti Pūkenga; and
- (b) includes the individuals who are members of 1 or more of the iwi and hapū described in **paragraph (a)**; and 25
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals.

(2) In **Parts 1 to 3**,—

Ngā Hapū o Ngāti Ranginui has the meaning given in **section 85 of Parts 4 to 6 of the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2015** 30

Ngāi Te Rangi has the meaning given in clause 8.6 of the Ngāi Te Rangi and Ngā Pōtiki deed of settlement

Ngāti Pūkenga has the meaning given in clause 10.5 of the Ngāti Pūkenga deed of settlement 35

representative entity, in relation to the Tauranga Moana Iwi, means each of the following:

- (a) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust:

- (b) the trustees of the Ngāi Te Rangi Settlement Trust:
- (c) the trustees of the Te Tāwharau o Ngāti Pūkenga Trust

Tauranga Moana hapū means the hapū acknowledged in writing by a representative entity, and includes,—

- (a) in the case of Ngā Hapū o Ngāti Ranginui, the groups referred to in clauses 10.5.2 and 10.5.4 of the Ngā Hapū o Ngāti Ranginui deed of settlement dated 21 June 2012; and 5
- (b) in the case of Ngāi Te Rangi, the groups referred to in clause 8.6.2 of the Ngāi Te Rangi and Ngā Pōtiki deed of settlement dated 14 December 2013; and 10
- (c) in the case of Ngāti Pūkenga, the groups referred to in clause 10.5.3 of the Ngāti Pūkenga deed of settlement dated 7 April 2013

Tauranga Moana iwi and hapū means the Tauranga Moana Iwi and the Tauranga Moana hapū.

10 Meaning of Tauranga Moana 15

In **Parts 1 to 3**, **Tauranga Moana** and **moana**—

- (a) mean—
 - (i) the waters (including internal waters and tidal lagoons) and other natural resources and the geographic features (including Tauranga Harbour) comprising the coastal marine area marked “A” on the Tauranga Moana Framework plan in the attachments; and 20
 - (ii) the waters and other natural resources and the geographic features comprising the rivers, streams, creeks, and natural watercourses within the catchment that flow into—
 - (A) Tauranga Harbour; or 25
 - (B) the sea at any point within the area marked “A” on the Tauranga Moana Framework plan in the attachments; and
 - (iii) the waters and other natural resources and the geographic features comprising wetlands, swamps, and lagoons within the catchment; and 30
 - (iv) the beds and aquatic margins of the water bodies referred to in **subparagraphs (i) to (iii)**; and
 - (v) the ecosystems associated with the waters and natural features referred to in **subparagraphs (i) to (iv)**; but
- (b) do not include— 35
 - (i) the waters and other natural resources situated on offshore islands for which the Minister of Local Government is the territorial authority under section 22 of the Local Government Act 2002, in-

cluding Tūhua (current recorded name Mayor Island (Tuhua)) and Motītī Island (current recorded name Motiti Island); or

- (ii) the waters and other natural resources and the geographic features comprising the rivers, streams, creeks, and natural watercourses within the catchment that do not flow into—

5

(A) Tauranga Harbour; or

(B) the sea at any point within the area marked “A” on the Tauranga Moana Framework plan in the attachments.

Resumptive memorials no longer to apply

11 Certain enactments do not apply 10

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

- (a) to the licensed land on and from the actual settlement date; or
- (b) to the RFR land; or
- (c) for the benefit of the Limited Partnership.

- (2) The enactments are— 15

- (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: 20
- (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

12 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— 25

- (a) is all or part of—

- (i) the licensed land:
- (ii) the RFR land; and

- (b) is subject to a resumptive memorial recorded under any enactment listed in **section 11(2)**. 30

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

- (a) the actual settlement date, for the licensed land; or
- (b) the settlement date, for the RFR land.

- (3) Each certificate must state that it is issued under this section. 35

- (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 11(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate. 5

Miscellaneous matters

13 Access to collective deed

The chief executive of the Ministry of Justice must make copies of the collective deed available— 10

- (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. 15

**Part 2
Cultural redress**

Subpart 1—Statutory acknowledgement

14 Interpretation 20

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 Tauranga Moana Iwi of their particular cultural, historical, spiritual, and traditional association with the statutory area; and 25
- (b) set out in part 1 of the documents schedule

statutory acknowledgement means the acknowledgement made by the Crown in **section 15** in respect of the statutory areas, on the terms set out in this subpart 30

statutory area means an area described in **Schedule 1**, 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 35

- (b) includes a proposed plan, as defined in section 43AAC of that Act.

15 Statutory acknowledgement by the Crown

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

16 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are— 5

- (a) to require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with **sections 17 to 19**; 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 Limited Partnership and each representative entity, in accordance with **sections 20 and 21**; and 10
- (c) to enable the Limited Partnership, each representative entity, and any member of Tauranga Moana Iwi to cite the statutory acknowledgement as evidence of the association of Tauranga Moana Iwi with a statutory area, in accordance with **section 22**. 15

17 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. 20
- (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 Limited Partnership is an affected person in relation to the activity.
- (3) **Subsection (2)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991. 25

18 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. 30
- (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 Limited Partnership is a person with an interest in the proceedings greater than that of the general public. 35
- (3) **Subsection (2)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

19 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. 5
- (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. 10
- (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 Limited Partnership is a person 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. 15
- (4) In this section, **archaeological site** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014.

20 Recording statutory acknowledgement on statutory plans 20

- (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 15 to 19, 21, and 22**; and 25
 - (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. 30

21 Provision of summary or notice to Limited Partnership and representative entities 35

- (1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the Limited Partnership and each repre-

sentative entity 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. 5
- (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 Limited Partnership, each representative entity, and the relevant consent authority. 10
- (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. 15
- (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 Limited Partnership and each representative entity may, by written notice to a relevant consent authority,— 20
- (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,— 25
- (a) under section 95 of the Resource Management Act 1991, whether to notify an application:
 - (b) under section 95E of that Act, whether the Limited Partnership is an affected person in relation to an activity. 30

22 Use of statutory acknowledgement

- (1) ~~The Limited Partnership and each representative entity, each representative entity, and any member of Tauranga Moana Iwi~~ may, as evidence of the association of Tauranga Moana Iwi 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— 35
- (a) the relevant consent authorities; or
 - (b) the Environment Court; or
 - (c) Heritage New Zealand Pouhere Taonga; or

- (d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—
 - (a) the bodies referred to in **subsection (1)**; or 5
 - (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,— 10
 - (a) the Limited Partnership, each representative entity, and the members of Tauranga Moana Iwi are not precluded from stating that Tauranga Moana Iwi 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 15
any statement made.

General provisions relating to statutory acknowledgement

23 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. 20
- (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 Tauranga Moana Iwi with a statutory area than that person would give if there were no statutory acknowledgement for the statutory area. 25
- (3) **Subsection (2)** does not limit **subsection (1)**.
- (4) This section is subject to the other provisions of this subpart.

24 Rights not affected

- (1) The statutory acknowledgement—
 - (a) does not affect the lawful rights or interests of a person who is not a 30
party to the collective deed; and
 - (b) does not 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

25 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 Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2015**”.

Subpart 2—Mauao joint management

26 Interpretation

In this subpart,—

Mauao Historic Reserve means the land that is 76.5400 hectares, more or less, being Lot 1 DP 429354, all computer freehold register 515000 or as that description is amended, from time to time, in accordance with section 15 of the Mauao Historic Reserve Vesting Act 2008

Mauao Trust means the trust of that name established by a trust deed dated 2 July 2007.

27 Joint board for Mauao Historic Reserve

- (1) The appointment of the Tauranga City Council as the administering body of the Mauao Historic Reserve under section 28 of the Reserves Act is revoked as if the appointment were revoked under that Act.
- (2) A joint board is established to be the administering body of the Mauao Historic Reserve as if it were appointed to control and manage the reserve under section 30 of the Reserves Act 1977.
- (3) However, section 30 of the Reserves Act 1977 has no further application to the reserve or the joint board.

28 Appointments and procedures

- (1) Appointments to the joint board must be made as follows:
 - (a) 4 members appointed by the trustees of the Mauao Trust; and
 - (b) 4 members appointed by the Tauranga City Council.
- (2) The joint board must remain in place—
 - (a) for a minimum period of 1 year from the settlement date; and
 - (b) until the trustees of the Mauao Trust and the Tauranga City Council jointly agree that the trustees, rather than the joint board, are to be the administering body of the Mauao Historic Reserve.
- (3) Sections 31 to 34 of the Reserves Act 1977 apply to the joint board as if it were a board within the meaning of that Act.
- (4) **Subsection (3)** applies subject to **subsections (5) and (6)**.

- (5) The first meeting of the joint board must be held no later than 2 months after the settlement date.
 - (6) If the joint board agrees to adopt alternative provisions about meetings of the board,—
 - (a) those provisions apply; and 5
 - (b) section 32 of the Reserves Act 1977 does not apply.
- 29 Administration of Mauao Historic Reserve by joint board**
- (1) While the joint board is the administering body of the Mauao Historic Reserve, **subsection (2)** applies in relation to any application for an easement under section 48 of the Reserves Act 1977, a statutory authorisation under sections 50 and 51 of that Act, a lease under section 58A of that Act, or a licence under section 74 of that Act over the reserve. 10
 - (2) If this subsection applies,—
 - (a) the trustees of the Mauao Trust are the decision makers in respect of the application under the Reserves Act 1977, and the grantor of any resulting easement, statutory authorisation, lease, or licence, as if the trustees were the administering body of the Mauao Historic Reserve; and 15
 - (b) to avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply.
 - (3) While the joint board is the administering body of the Mauao Historic Reserve, the trustees of the Mauao Trust may obtain, as grantee, any interest in favour of the reserve as if the trustees were the administering body of the reserve. 20
 - (4) The trustees of the Mauao Trust and the Tauranga City Council must enter into a memorandum of understanding regarding the day-to-day management of the Mauao Historic Reserve, including the provision of administrative and advisory services to the joint board by the Council. 25
 - (5) The joint board may, subject to **subsections (1) and (2)**, exercise or perform in relation to the Mauao Historic Reserve any power or function that—
 - (a) the Minister of Conservation has delegated to all local authorities under section 10 of the Reserves Act 1977; and 30
 - (b) is relevant to the Mauao Historic Reserve.
 - (6) The delegation referred to in **subsection (5)(a)** applies to the joint board with the necessary modifications.
 - (7) The joint board must seek the prior approval of the trustees of the Mauao Trust before exercising or performing a delegated power or function. 35
 - (8) For the avoidance of doubt, the joint board is not a council organisation or a council-controlled organisation for the purposes of the Local Government Act 2002.

30 Management plan

- (1) The joint board must prepare a management plan for the Mauao Historic Reserve in accordance with section 41 of the Reserves Act 1977 and must secure the agreement of the trustees of the Mauao Trust to the management plan before the joint board approves it. 5
- (2) If the Minister gives notice under **section 31(2)(b)**, any management plan prepared by the joint board with the agreement of the trustees of the Mauao Trust under this section continues to apply, and the trustees must comply with that plan until a new plan is prepared and approved for the reserve.

31 Trustees of Mauao Trust may be appointed administering body of Mauao Historic Reserve 10

- (1) This section applies subject to **section 28(2)(a)**.
- (2) If the trustees of the Mauao Trust and the Tauranga City Council jointly agree that the joint board is no longer to be the administering body of the Mauao Historic Reserve and that the trustees of the Mauao Trust are to be the administering body of the Mauao Historic Reserve,— 15
 - (a) the trustees of the Mauao Trust and the Tauranga City Council must give notice of their intention to the Minister of Conservation, and a minimum of 12 months' notice to the joint board; and
 - (b) the Minister must, by notice in the *Gazette*, declare that— 20
 - (i) the joint board is no longer the administering body of the Mauao Historic Reserve; and
 - (ii) the trustees of the Mauao Trust are the administering body of the Mauao Historic Reserve.
- (3) A notice under **subsection (2)(b)** has effect according to its terms. 25
- (4) While the trustees of the Mauao Trust are the administering body of the Mauao Historic Reserve,—
 - (a) the trustees are the decision makers in respect of any application for an easement under section 48 of the Reserves Act 1977, a statutory authorisation under sections 50 and 51 of that Act, a lease under section 58A of that Act, or a licence under section 74 of that Act over the reserve; and 30
 - (b) the trustees may obtain, as grantee, any interest in favour of the reserve; and
 - (c) to avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply. 35

32 Application of Mauao Historic Reserve Vesting Act 2008

Section 7 of the Mauao Historic Reserve Vesting Act 2008 (which relates to the status of the Mauao Historic Reserve) is subject to this subpart.

Subpart 3—Te Kūpenga Framework

33 Provisions giving effect to Te Kūpenga Framework

The provisions of **Schedule 2** apply to give effect to Te Kūpenga Framework.

Part 3 Commercial redress

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Subpart 1—Transfer of licensed land

34 Interpretation

In this subpart,—

Crown forest land has the meaning given in section 2(1) of the Crown Forest Assets Act 1989 10

Crown forestry assets 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 15
- (b) in relation to the licensed land, means the licence described in the third column of the table in part 2 of the property redress schedule

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 20

licensed land—

- (a) means the property described as licensed land in part 2 of the property redress schedule; but
- (b) excludes— 25
 - (i) trees growing, standing, or lying on the land; and
 - (ii) improvements that have been—
 - (A) acquired by a 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 30

licensee means the registered holder of the Crown forestry licence

licensor means the licensor of the Crown forestry licence

protected site means any area of land situated in the licensed land that—

- (a) is wāhi tapu or a wāhi tapu area within the meaning of section 6 of the Heritage New Zealand Pouhere Taonga Act 2014; and 35

- (b) is, at any time, entered on the New Zealand Heritage List/Rārangi Kōrero as defined in section 6 of that Act

right of access means the right conferred by **section 44**.

35 The Crown may transfer licensed land

To give effect to part 5 of the collective deed, the Crown (acting by and through the chief executive of LINZ) is authorised—

- (a) to transfer the fee simple estate in the licensed land to the Limited Partnership; and
- (b) to sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer. 10

36 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 collective deed in relation to the licensed land.
- (2) Any such easement is— 15
- (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. 20

37 Computer freehold register for licensed land

- (1) This section applies to the licensed land that is to be transferred to the Limited Partnership under **section 35**.
- (2) The Registrar-General must, in accordance with a written application by an authorised person,— 25
- (a) create a computer freehold register in the name of the Crown for the fee simple estate in the licensed land; and
- (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but 30
- (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.
- (4) In this section and **section 38**, **authorised person** means a person authorised by the chief executive of LINZ. 35

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

- (1) For the purposes of **section 37**, the authorised person may grant a covenant for the later creation of a computer freehold register for the licensed land.
- (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.

5

39 Application of other enactments

- (1) This section applies to the transfer to the Limited Partnership of the fee simple estate in the licensed land. 10
- (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— 15
 - (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 collective deed in relation to the transfer. 20
- (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 35**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer. 25
- (7) **Subsection (6)** is subject to **subsections (2) and (3)**.

40 Licensed land ceases to be Crown forest land

- (1) The licensed land ceases to be Crown forest land upon the registration of the transfer of the fee simple estate in the land to the Limited Partnership. 30
- (2) However, the Crown, courts, and tribunals must not do or omit to do anything if that act or omission would, between the actual settlement date and the date of registration, be permitted by the Crown Forest Assets Act 1989 but be inconsistent with this subpart, part 5 of the collective deed, or part 3 of the property redress schedule. 35

41 Limited Partnership is confirmed beneficiary and licensor of licensed land

- (1) On and from the actual settlement date, the Limited Partnership is the confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed in relation to the licensed land.
- (2) The effect of **subsection (1)** is that—5
 - (a) the Limited Partnership is entitled to the rental proceeds payable for the licensed land to the trustees of the Crown forestry rental trust under the Crown forestry licence since the commencement of the licence; and
 - (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the Limited Partnership is the confirmed beneficiary in relation to the licensed land.10
- (3) On the actual settlement date, 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 licensed land.15
- (4) Notice given by the Crown under **subsection (3)** has effect as if—
 - (a) the Waitangi Tribunal made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land; and20
 - (b) the recommendation became final on the actual settlement date.
- (5) The Limited Partnership is the licensor under the Crown forestry licence as if the licensed land were returned to Māori ownership—
 - (a) on the actual settlement date; and
 - (b) under section 36 of the Crown Forest Assets Act 1989.25
- (6) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the licensed land.

42 Effect of transfer of licensed land

- (1) **Section 41** applies whether or not—
 - (a) the transfer of the fee simple estate in the licensed land has been registered; or30
 - (b) the processes described in clause 17.4 of the Crown forestry licence have been completed.
- (2) To the extent that the Crown has not completed the processes referred to in **subsection (1)(b)** before the actual settlement date, it must continue those processes—35
 - (a) on and after that date; and
 - (b) until the processes are completed.

- (3) For the period starting on the actual settlement date and ending on the completion of the processes referred to in **subsections (1) and (2)**, the licence fee payable under the Crown forestry licence in respect of the licensed land is the amount calculated in the manner described in paragraphs 3.23 and 3.24 of the property redress schedule. 5
- (4) However, the calculation of the licence fee under **subsection (3)** is overridden by any agreement made by the Limited Partnership as licensor, the licensee, and the owner of the balance of the land that is subject to the Crown forestry licence.
- (5) On and from the actual settlement date, references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the licensed land, be read as references to the Limited Partnership and any prospective or new proprietors of the balance of the land that is subject to the Crown forestry licence. 10
- 43 Effect of licensed land not being transferred** 15
- ~~If the licensed land is not transferred under **Parts 1 to 3**, the land is deemed to have been the subject of a final recommendation of the Waitangi Tribunal under section 8HB(1)(b) of the Treaty of Waitangi Act 1975 that the land not be liable to return to Māori ownership.~~
- Access to protected sites* 20
- 44 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 cultural, historical, or spiritual significance to have access across the land to each protected site. 25
- (2) **Subsection (1)** takes effect on and from the actual settlement date.
- (3) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner.
- (4) 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 30
- (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 that are reasonably required— 35
- (i) for the safety of people; or

- (ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or
- (iii) for operational reasons.

45 Right of access over licensed land

- (1) A right of access over licensed land is subject to the terms of any Crown forestry licence. 5
- (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— 10
 - (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.

46 Right of access to be recorded on computer freehold register

- (1) This section applies to the transfer to the Limited Partnership of the licensed land. 15
- (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, upon 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. 20

Subpart 2—Right of first refusal over RFR land

Interpretation

47 Interpretation

In this subpart and **Schedule 3**,—

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,— 25

- (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— 30

- (a) a Crown entity, as defined in section 7(1) of the Crown Entities Act 2004; and
- (b) a State enterprise, as defined in section 2 of the State-Owned Enterprises Act 1986; and
- (c) the New Zealand Railways Corporation; and 35

- (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: 5
 - (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,— 10
 - (a) means— 10
 - (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— 15
 - (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, a fixture, or a fitting from the land 20
- expiry date**, in relation to an offer, means its expiry date under **sections 50(2)(a) and 51**
- notice** means a notice given under this subpart
- offer** means an offer by an RFR landowner, made in accordance with **section 50**, to dispose of RFR land to the Limited Partnership 25
- public work** has the meaning given in section 2 of the Public Works Act 1981
- related company** has the meaning given in section 2(3) of the Companies Act 1993
- RFR landowner**, in relation to RFR land,—
- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and 30
 - (b) means a Crown body, if the body holds the fee simple estate in the land; and
 - (c) includes a local authority to which RFR land has been disposed of under **section 56(1)**; but 35
 - (d) to avoid doubt, does not include an administering body in which RFR land is vested after the settlement date under **section 57(1)**

RFR period means the period of 174 years on and from the settlement date
subsidiary has the meaning given in section 5 of the Companies Act 1993.

48 Meaning of RFR land

- (1) In this subpart, **RFR land** means—
 - (a) the land described in part 3 of the attachments if, on the settlement date, 5
that land—
 - (i) is vested in the Crown; or
 - (ii) is held in fee simple by the Crown; and
 - (b) any land obtained in exchange for a disposal of RFR land under **section**
61(1)(c) or 62. 10
- (2) Land ceases to be RFR land if—
 - (a) the fee simple estate in the land transfers from the RFR landowner to—
 - (i) the Limited Partnership or its nominee (for example, under a con-
tract formed under **section 54**); or
 - (ii) any other person (including the Crown or a Crown body) under 15
section 49(d); or
 - (b) the fee simple estate in the land transfers or vests from the RFR land-
owner to or in a person other than the Crown or a Crown body—
 - (i) under any of **sections 58 to 64** (which relate to permitted dis-
posals of RFR land); or 20
 - (ii) under any matter referred to in **section 65(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 land-
owner in accordance with a waiver or variation given under **section 73**; 25
or
 - (d) the RFR period for the land ends.

Restrictions on disposal of RFR land

49 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the 30
Limited Partnership or its nominee unless the land is disposed of—

- (a) under any of **sections 55 to 64**; or
- (b) under any matter referred to in **section 65(1)**; or
- (c) in accordance with a waiver or variation given under **section 73**; or

- (d) within 12 months after the expiry date of an offer by the RFR landowner to dispose of the land to the Limited Partnership if the offer to the Limited Partnership was—
 - (i) made in accordance with **section 50**; and
 - (ii) made on terms that were the same as, or more favourable to the Limited Partnership than, the terms of the disposal to the person; and
 - (iii) not withdrawn under **section 52**; and
 - (iv) not accepted under **section 53**.

Limited Partnership's right of first refusal 10

50 Requirements for offer

- (1) An offer by an RFR landowner to dispose of RFR land to the Limited Partnership must be by notice to the Limited Partnership.
- (2) The notice must include—
 - (a) the terms of the offer, including its expiry date; and 15
 - (b) the legal description of the land, including any interests affecting it, and the reference for any computer register for 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 Limited Partnership to give notices to the RFR landowner in relation to the offer. 20

51 Expiry date of offer

- (1) The expiry date of an offer must be on or after the date that is 40 working days after the date on which the Limited Partnership receives notice of the offer.
- (2) However, the expiry date of an offer may be on or after the date that is 20 working days after the date on which the Limited Partnership receives notice of the offer if— 25
 - (a) the Limited Partnership received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and 30
 - (c) the earlier offer was not withdrawn.

52 Withdrawal of offer

The RFR landowner may, by notice to the Limited Partnership, withdraw an offer at any time before it is accepted. 35

53 Acceptance of offer

- (1) The Limited Partnership 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 Limited Partnership must accept all the RFR land offered, unless the offer permits it to accept less.

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54 Formation of contract

- (1) If the Limited Partnership accepts an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the Limited Partnership on the terms in the offer.
- (2) The terms of the contract may be varied by written agreement between the RFR landowner and the Limited Partnership.
- (3) Under the contract, the Limited Partnership may nominate any person (the **nominee**) to receive the transfer of the RFR land.
- (4) The Limited Partnership may nominate a nominee only if—
 - (a) the nominee is lawfully able to hold the RFR land; and
 - (b) notice is given 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 Limited Partnership nominates a nominee, the Limited Partnership remains liable for the obligations of the transferee under the contract.

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Disposals to others but land remains RFR land

55 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.

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56 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.

35

- (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.

57 Disposal of reserves to administering bodies 5

- (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 10
 - (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. 15

Disposals to others where land may cease to be RFR land

58 Disposal in accordance with obligations under 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.

59 Disposal in accordance with legal or equitable obligations 20

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or an equitable obligation that—
 - (i) was unconditional before the settlement date; or
 - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or 25
 - (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
- (b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land.

60 Disposal under certain legislation 30

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; or 35

- (d) an Act that—
 - (i) excludes the land from a national park within the meaning of the National Parks Act 1980; and
 - (ii) authorises that land to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980, or the Reserves Act 1977. 5

61 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 10
 - (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 15
 - (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. 20

62 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. 25

63 Disposal for charitable purposes

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

64 Disposal to tenants

- The Crown may dispose of RFR land—
- (a) that was held on the settlement 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 30
 - (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 settlement date; or 35

- (ii) on or after the settlement date under a right of renewal in a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

RFR landowner obligations

- 65 RFR landowner's obligations subject to other matters** 5
- (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 10
 - (b) any interest or legal or equitable obligation—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the Limited Partnership; and
 - (ii) that the RFR landowner cannot satisfy by taking reasonable steps; and 15
 - (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

- 66 Notice to LINZ of RFR land with computer register after settlement date** 20
- (1) If a computer register is first created for RFR land after the settlement date, 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 settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land. 25
- (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. 30
- 67 Notice to Limited Partnership of disposal of RFR land to others**
- (1) An RFR landowner must give the Limited Partnership notice of the disposal of RFR land by the landowner to a person other than the Limited Partnership or its nominee.
- (2) The notice must be given on or before the date that is 20 working days before the day of the disposal. 35

- (3) The notice must include—
- (a) the legal description of the land, including 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 5
 - (e) an explanation of how the disposal complies with **section 49**; and
 - (f) if the disposal is to be made under **section 49(d)**, a copy of any written contract for the disposal.
- 68 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— 10
- (a) the fee simple estate in the land is to transfer from the RFR landowner to—
 - (i) the Limited Partnership or its nominee (for example, under a contract formed under **section 54**); or 15
 - (ii) any other person (including the Crown or a Crown body) under **section 49(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 58 to 64**; or 20
 - (ii) under any matter referred to in **section 65(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 73**.
- (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. 25
- (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. 30
- 69 Notice requirements**
- Schedule 3** applies to notices given under this subpart by or to—
- (a) an RFR landowner; or
 - (b) the Limited Partnership.

Right of first refusal recorded on computer registers

70 Right of first refusal to be 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,— 5
 - (a) the RFR land for which there is a computer register on the settlement date; and
 - (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land for which there is a computer register that becomes RFR land after the settlement date. 10
- (2) The chief executive must issue a certificate as soon as is reasonably practicable— 15
 - (a) after the settlement date, for RFR land for which there is a computer register on the settlement date; or
 - (b) after receiving a notice under **section 66** 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 Limited Partnership as soon as is reasonably practicable after issuing the certificate. 20
- (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— 25
 - (a) RFR land, as defined in **section 48**; and
 - (b) subject to this subpart (which restricts disposal, including leasing, of the land).

71 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 68**, issue to the Registrar-General a certificate that includes— 30
 - (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. 35
- (2) The chief executive must provide a copy of each certificate to the Limited Partnership 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 notification recorded under **section 70** for the land described in the certificate. 5

72 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 that RFR land that still has a notification recorded under **section 70**; and 10
 - (b) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the Limited Partnership 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 70** from any computer register identified in the certificate. 15

General provisions applying to right of first refusal

73 Waiver and variation

- (1) The Limited Partnership may, by notice to an RFR landowner, waive any or all of the rights the Limited Partnership has in relation to the landowner under this subpart. 20
- (2) The Limited Partnership 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. 25

74 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.

75 Assignment of rights and obligations under this subpart 30

- (1) **Subsection (3)** applies if the 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 document; and
 - (b) has given the notices required by **subsection (2)**. 35
- (2) The RFR holder must give notices to each RFR landowner that—

- (a) state that the RFR holder's rights and obligations under this subpart are being assigned under this section; and
 - (b) specify the date of the assignment; and
 - (c) specify the names of the assignees and, if they are the trustees of a trust, the name of the trust; and 5
 - (d) specify the street address, postal address, and fax number or electronic address for notices to the assignees.
- (3) This subpart and **Schedule 3** apply to the assignees (instead of to the RFR holder) as if the assignees were the Limited Partnership, with any necessary modifications. 10
- (4) In this section,—
- constitutional document** 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 Limited Partnership under this subpart, because— 15
- (a) they are the Limited Partnership; or
 - (b) they have previously been assigned those rights and obligations under this section.

Part 4

Preliminary matters and settlement of historical claims 20

Preliminary matters

76 Purpose

The purpose of **Parts 4 to 6** is—

- (a) to record the acknowledgements and apology given by the Crown to Ngā Hapū o Ngāti Ranginui in the deed of settlement; and 25
- (b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Ngā Hapū o Ngāti Ranginui.

77 Provisions to take effect on settlement date

- (1) The provisions of **Parts 4 to 6** take effect on the settlement date unless stated otherwise. 30
- (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. 35

78 Act binds the Crown

Parts 4 to 6 bind the Crown.

79 Outline

- (1) This section is a guide to the overall scheme and effect of **Parts 4 to 6**, but does not affect the interpretation or application of the other provisions of **Parts 4 to 6** or of the deed of settlement. 5
- (2) This Part—
 - (a) sets out the purpose of **Parts 4 to 6**; and
 - (b) provides that the provisions of **Parts 4 to 6** take effect on the settlement date unless a provision states otherwise; and 10
 - (c) specifies that the Act binds the Crown; and
 - (d) records the text of the acknowledgements and apology given by the Crown to Ngā Hapū o Ngāti Ranginui, as recorded in the deed of settlement; and
 - (e) defines terms used in **Parts 4 to 6**, including key terms such as Ngā Hapū o Ngāti Ranginui and historical claims; and 15
 - (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 20
 - (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 25
 - (v) access to the deed of settlement.
- (3) **Part 5** provides for cultural redress, including—
 - (a) cultural redress that does not involve the vesting of land, namely,—
 - (i) a protocol for taonga tūturu on the terms set out in the documents schedule; and 30
 - (ii) the provision of official geographic names; and
 - (iii) the naming of reserves and the control and management of a reserve; and
 - (b) cultural redress requiring vesting in the trustees of the fee simple estate in certain properties, namely,— 35
 - (i) the vesting in the trustees of cultural redress properties; and

- (ii) the joint vesting in the trustees, and in the trustees of each settlement trust of 5 other iwi, of 2 properties (ngā pae maunga) to be administered as reserves by a joint management body appointed by the new owners.
- (4) **Part 6** provides for commercial redress, including— 5
 - (a) authorisation for the transfer of commercial redress properties, commercial properties, and a deferred selection property to the trustees to give effect to the deed of settlement; and
 - (b) the setting apart of certain commercial redress properties as Māori reservations; and 10
 - (c) provisions that apply to purchased contingent properties and relate to their transfer under the deed of settlement; and
 - (d) a right of first refusal in relation to RFR land.
- (5) There are 3 schedules, as follows:
 - (a) **Schedule 4** describes the cultural redress properties: 15
 - (b) **Schedule 5** describes 2 properties (ngā pae maunga) jointly vested in fee simple to be administered as reserves:
 - (c) **Schedule 6** sets out provisions that apply to notices given in relation to RFR land.

Acknowledgements and apology of the Crown 20

80 Acknowledgements and apology

- (1) **Section 81** records the text of the acknowledgements given by the Crown to Ngā Hapū o Ngāti Ranginui in the deed of settlement.
- (2) **Section 82** records the text of the apology given by the Crown to Ngā Hapū o Ngāti Ranginui in the deed of settlement. 25
- (3) The acknowledgements and apology are to be read together with the historical account recorded in part 2 of the deed of settlement.

81 Acknowledgements

- (1) The Crown acknowledges it has failed to deal in a satisfactory way with grievances raised by successive generations of Ngāti Ranginui and that recognition of these grievances is long overdue. 30
- (2) The Crown acknowledges that it was ultimately responsible for the outbreak of war in Tauranga in 1864, and the resulting loss of life, and its actions were a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that— 35
 - (a) Crown troops killed members of Ngāti Ranginui hapū and wounded others at Pukehinahina and Te Ranga in 1864; and

- (b) Ngāti Ranginui were faithful to the rules of engagement they set down prior to the battle at Pukehinahina and provided aid to wounded Crown troops.
- (3) The Crown acknowledges that the Raupatu/confiscation of Ngāti Ranginui lands at Tauranga and the subsequent Tauranga District Lands Acts 1867 and 1868 were unjust and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that—
 - (a) it returned some land to Ngāti Ranginui hapū in the form of individualised title rather than Māori customary title; and
 - (b) by awarding land within the rohe of Ngāti Ranginui hapū to other Māori as reward for assisting the Crown, the Crown exacerbated tensions between the iwi of Tauranga Moana.
- (4) The Crown further acknowledges that the Raupatu/confiscation and the subsequent Tauranga District Lands Acts 1867 and 1868—
 - (a) had a devastating effect on the welfare and economy of Ngāti Ranginui hapū and deprived those hapū of wāhi tapu, access to natural resources, and opportunities for development at Tauranga; and
 - (b) prevented Ngāti Ranginui from exercising Mana and Rangatiratanga over land and resources within the Tauranga Moana.
- (5) The Crown acknowledges that it failed to actively protect Ngāti Ranginui interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Ranginui hapū to these lands and completed the purchase in 1871 despite Ngāti Ranginui opposition, and this failure was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- (6) The Crown acknowledges that—
 - (a) it inflicted a scorched earth policy in its assaults on Ngāti Ranginui during the bush campaign; and
 - (b) this destruction of Ngāti Ranginui Kāinga and cultivations further devastated the welfare and economy of Ngāti Ranginui hapū; and
 - (c) many Ngāti Ranginui were forced to flee their traditional Kāinga and were unable to return for many years.
- (7) The Crown further acknowledges its conduct was unreasonable and unnecessary and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- (8) The operation and impact of the native land laws, in particular the awarding of land to individuals rather than to iwi and hapū, made the lands of Ngāti Ranginui hapū more susceptible to fragmentation, alienation, and partition, and this contributed to the undermining of the tribal structures of Ngāti Ranginui hapū, which were based on collective hapū custodianship of land. The Crown ac-

- knowledges that its failure to protect these tribal structures was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- (9) The Crown acknowledges a number of flaws in the way that its agent conducted some of its land purchasing operations at Tauranga in 1886, such as—
- (a) inducing named owners to sign blank receipts upon which the details of blocks were later added; and 5
 - (b) misrepresenting single payments for particular blocks as multiple payments across many blocks or as payments for a different block; and
 - (c) claiming to have made payments for blocks that were not made.
- (10) The Crown further acknowledges that, although it dismissed the land agent responsible, there is no evidence that it took steps to redress harm caused by these flaws. 10
- (11) The Crown acknowledges that, between 1953 and 1974, it empowered the Māori Trustee to compulsorily acquire Ngāti Ranginui land interests which the Crown considered uneconomic, and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles and deprived some Ngāti Ranginui of a direct link to their turangawaewae. 15
- (12) The Crown acknowledges that it failed to ensure that Ngāti Ranginui were left with sufficient land for their present and future needs and this failure was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. 20
- (13) The Crown acknowledges the contribution made by Ngāti Ranginui to the nation's defence when Ngāti Ranginui men volunteered for the 28th Māori Battalion and served overseas during the Second World War.
- (14) The Crown acknowledges that the Raupatu/confiscation at Tauranga and many of its subsequent policies have contributed to Ngāti Ranginui hapū enduring long periods of social deprivation at Tauranga, many members of Ngāti Ranginui hapū leaving their rohe, and those living within their rohe suffering worse housing conditions and health, economic, and educational outcomes than other New Zealanders. 25
- (15) The Crown acknowledges that the Crown's takings of Ngāti Ranginui lands for public works are a significant grievance for the hapū of Ngāti Ranginui. The Crown also acknowledges that— 30
- (a) it took land of importance to Ngāti Ranginui hapū; and
 - (b) some public works projects severed sections of land belonging to Ngāti Ranginui hapū, creating sections with little or no economic use; and 35
 - (c) some Ngāti Ranginui land owners waited a number of years for compensation to be paid by the Crown.
- (16) The Crown acknowledges that the compulsory status changes to Māori land titles carried out under the Māori Affairs Amendment Act 1967 weakened the connection of many Ngāti Ranginui to their turangawaewae. 40

- (17) The Crown acknowledges—
- (a) the significance of the land, forests, harbours, and waterways of Tauranga Moana to the hapū of Ngāti Ranginui as a physical and spiritual resource over which Ngāti Ranginui hapū acted as kaitiaki; and
 - (b) that the clearing of forests, development of the Port of Tauranga, the development of the Mangapapa hydro scheme and the collapse of the Ruahihi Canal, and the disposing of sewerage and wastewater into the harbours and waterways of Tauranga Moana have resulted in environmental degradation of Tauranga Moana which remains a source of great distress to the hapū of Ngāti Ranginui.

82 Apology

- (1) The Crown makes this apology to Ngāti Te Wai, Pirirākau, Ngāti Taka, the Wairoa hapū of Ngāti Rangī, Ngāti Pango, and Ngāti Kahu, Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi and Ngāti Ruahine, the hapū of Ngāti Ranginui, to your tūpuna and to your descendants.
- (2) The Crown unreservedly apologises for not having honoured its obligations to the hapū of Ngāti Ranginui under te Tiriti o Waitangi/the Treaty of Waitangi and profoundly regrets its failure to appropriately acknowledge the Mana and Rangatiratanga of Ngāti Ranginui for many generations.
- (3) The relationship between Ngāti Ranginui and the Crown, which should have been defined by the mutual respect and partnership inherent in te Tiriti o Waitangi/the Treaty of Waitangi, was instead blighted by the injustices of war, Raupatu, the bush campaign, and the severe deprivation that flowed from these Crown actions. The Crown apologises for its actions and the burden carried by generations of Ngāti Ranginui who have suffered the consequences of war and raupatu which they continue to feel today.
- (4) The Crown deeply regrets that over time its actions severed Ngāti Ranginui hapū from their traditional lands, deprived them of opportunities for development, caused significant harm to the social and economic development of the Ngāti Ranginui, undermined the well-being of the iwi and its hapū, damaged their autonomy and ability to exercise customary rights and responsibilities, and marginalised them within their own rohe.
- (5) Through this apology the Crown seeks atonement for the wrongs of the past and to establish a new relationship with the hapū of Ngāti Ranginui based upon mutual trust, co-operation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Interpretation provisions

83 Interpretation of Parts 4 to 6 generally

It is the intention of Parliament that the provisions of **Parts 4 to 6** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

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84 Interpretation

In **Parts 4 to 6**, unless the context otherwise requires,—

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

attachments means the attachments to the deed of settlement 10

commercial property has the meaning given in **section 153**

commercial redress property has the meaning given in **section 153**

computer register—

(a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and 15

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

conservation area 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 20

cultural redress property has the meaning given in **section 105**

deed of settlement—

(a) means the deed of settlement dated 21 June 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 25

(ii) Peri Kohu, Matakokiri Tata, Horimatua George Evans, Piripi Winiata, Kimiora Rawiri, Tatai Allen, Gerry Gardiner, Tawharangi Nuku, Colin Bidois, Nepia Bryan, Te Pio Kawe, Lance Waaka, Te Ruruanga Te Keeti, and Bob Leef for and on behalf of Ngā Hapū o Ngāti Ranginui; and 30

(iii) Kimiora Rawiri, Te Pio Kawe, Te Ruruanga Te Keeti, Rob Urwin, Shadrach Rolleston, Lance Waaka, Caine Taiapa, and Horimatua George Evans as the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust; and 35

(b) includes—

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

- (ii) any amendments to the deed or its schedules and attachments, ~~including the amendments made by the deed to amend dated 26 September 2014~~

deferred selection property has the meaning given in **section 153**

Director-General means the Director-General of Conservation 5

documents schedule means the documents schedule of the deed of settlement

early release commercial property means a property described in part 3 of the property redress schedule—

- (a) that did not become a commercial redress property under clause 6.7 of the deed of settlement before the commencement of **Parts 4 to 6**; and 10
- (b) for which the requirements for transfer under the deed of settlement have been satisfied

general matters schedule means the general matters schedule of the deed of settlement

hapū entity, in relation to a property or redress under **Parts 4 to 6**, means the person or persons (including trustees)— 15

- (a) who represent a hapū of Ngāti Ranginui, as determined by the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust:
- (b) to whom, therefore, the property may be on-transferred or the rights and obligations relating to the redress may be assigned under **Parts 4 to 6** 20 or the deed of settlement

hapū of Ngāti Ranginui means each of the following hapū to the extent it is composed of individuals described by **section 85(1)(a)**:

- (a) Ngāi Tamarāwaho:
- (b) Ngāi Te Ahi: 25
- (c) Ngāti Hangarau:
- (d) Ngāti Ruahine:
- (e) Ngāti Taka:
- (f) Ngāti Te Wai:
- (g) Pirirākau: 30
- (h) Wairoa hapū, including Ngāti Kahu, Ngāti Pango, and Ngāti Rangi

historical claims has the meaning given in **section 86**

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

joint cultural redress property has the meaning given in **section 135** 35

LINZ means Land Information New Zealand

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

member of Ngā Hapū o Ngāti Ranginui means an individual referred to in **section 85(1)(a)**

Ngā Hapū o Ngāti Ranginui Settlement Trust means the trust of that name established by a trust deed dated 19 June 2012

property redress schedule means the property redress schedule of the deed of settlement 5

purchased contingent property has the meaning given in **section 162**

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

representative entity means— 10

- (a) the trustees; and
- (b) any person (including any trustee) acting for or on behalf of—
 - (i) the collective group referred to in **section 85(1)(a)**; or
 - (ii) 1 or more members of Ngā Hapū o Ngāti Ranginui; or
 - (iii) 1 or more of the whānau, hapū, or groups referred to in **section 85(1)(c)** 15

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

reserve property has the meaning given in **section 105**

RFR means the right of first refusal provided for by **subpart 4 of Part 6**

RFR land has the meaning given in **section 166** 20

settlement date means the date that is 20 working days after the date on which **Parts 4 to 6** come into force

Te Tāhuhu o Tawakeheimoa Trust has the meaning given in section 13 of the Ngāti Rangiwewehi Claims Settlement Act 2014

tikanga means customary values and practices 25

trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust and **trustees** mean the trustees, acting in their capacity as trustees, of the Ngā Hapū o Ngāti Ranginui Settlement 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: 30
- (b) if Waitangi Day or Anzac Day falls on a Saturday or a 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: 35
- (d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

85 Meaning of Ngā Hapū o Ngāti Ranginui

(1) In **Parts 4 to 6**, **Ngā Hapū o Ngāti Ranginui**—

- (a) means the collective group composed of individuals who are descended from a tupuna or ancestor of Ngā Hapū o Ngāti Ranginui; and
- (b) includes those individuals; and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals.

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(2) In this section and **section 86**,—

area of interest means the areas shown as the Ngāti Ranginui area of interest and the Ngāti Ranginui coastal area of interest in part 1 of the attachments

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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—

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- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngā Hapū o Ngāti Ranginui tikanga

tupuna or ancestor of Ngā Hapū o Ngāti Ranginui means an individual who—

20

- (a) exercised customary rights by virtue of being descended from Ranginui or a recognised ancestor of any of the following groups:

- (i) Pirirākau, whose recognised ancestors include Tutereinga and Maungapohatu (also known as Te Ua Maungapohatu):

25

- (ii) Ngāti Taka, whose recognised ancestors include Te Ua Maungapohatu:

- (iii) Wairoa hapū, including the following groups:

- (A) Ngāti Rangi, whose recognised ancestors include Pakaruwakanui:

30

- (B) Ngāti Kahu, whose recognised ancestors include Herewini Te Kaiamo and Perahia:

- (C) Ngāti Pango, whose recognised ancestors include Te Poria and Pango:

- (iv) Ngāti Hangarau:

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- (v) Ngāi Tamarāwaho, whose recognised ancestors include Tahuriwakanui:

- (vi) Ngāi Te Ahi, whose recognised ancestors include Ngaruinga and Tamahika:
- (vii) Ngāti Ruahine:
- (viii) Ngāti Te Wai; and
- (b) exercised the customary rights predominantly in relation to the area of interest at any time after 6 February 1840. 5

86 Meaning of historical claims

- (1) In **Parts 4 to 6**, historical claims—
 - (a) means the claims described in **subsection (2)**; and
 - (b) includes the claims described in **subsection (3)**; but 10
 - (c) does not include the claims described in **subsection (4)**.
- (2) The historical claims are every claim that Ngā Hapū o Ngāti Ranginui 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— 15
 - (i) from 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 20
 - (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 Ngā Hapū o Ngāti Ranginui or a representative entity, including each of the following claims, to the extent that **subsection (2)** applies to the claim: 25
 - (i) Wai 42(a)—Ngāti Kahu, Ngāti Rangī, and Ngāti Pango claim:
 - (ii) Wai 227—Pirirākau claim:
 - (iii) Wai 362—Ngāti Ruahine claim: 30
 - (iv) Wai 370—Ngāi Te Ahi claim:
 - (v) Wai 659—Ngāi Tamarāwaho claim:
 - (vi) Wai 672—Ngāti Hangarau, and Ngamanawa Incorporation claim Wai 503:
 - (vii) Wai 727—Ngāti Taka claim: 35
 - (viii) Wai 1931—Ngāi Tamarāwaho claim:

- (ix) Wai 2264—Management of the Wairoa River (Pihema) 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 Ngā Hapū o Ngāti Ranginui or a representative entity:
 - (i) Wai 42(b)—Ngāti Ranginui land claim: 5
 - (ii) Wai 42(d)—Ngāti Ranginui land claim:
 - (iii) Wai 47—Ngāti Pukenga, Ngāi Te Rangi, and Ngāti Ranginui land and resources claim:
 - (iv) Wai 86—Waikareao Estuary claim:
 - (v) Wai 208—Bethlehem school site claim: 10
 - (vi) Wai 336—The Ancestral Lands and Energy Companies Act 1992 claim:
 - (vii) Wai 360—Matapihi Ohuki No. 3 claim:
 - (viii) Wai 465—Maungatapu and Kaitemako claim:
 - (ix) Wai 580—Otamataha Land claim: 15
 - (x) Wai 611—Ngāti Ranginui interests claim:
 - (xi) Wai 707—Parish of Te Puna claim:
 - (xii) Wai 708—Tauranga Harbour (Pirirākau) claim:
 - (xiii) Wai 853—Local Government Act claim:
 - (xiv) Wai 1793—Wairoa and Valley Roads lands claim. 20
- (4) However, the historical claims do not include—
 - (a) a claim that a member of Ngā Hapū o Ngāti Ranginui, or a whānau, hapū, or group referred to in **section 85(1)(c)**, had or may have that is founded on a right arising by virtue of being descended from an ancestor who is not a tupuna or ancestor of Ngā Hapū o Ngāti Ranginui; or 25
 - (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. 30

Historical claims settled and jurisdiction of courts, etc, removed

87 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. 35
- (3) **Subsections (1) and (2)** do not limit—

- (a) the deed of settlement; or
- (b) the collective deed.
- (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— 5
 - (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) **Parts 4 to 6**; or
 - (d) the redress provided under the deed of settlement or **Parts 4 to 6**; or 10
 - (e) each of the following, to the extent it relates to Ngā Hapū o Ngāti Ranginui:
 - (i) the collective deed:
 - (ii) the collective Act:
 - (iii) the redress provided under the collective deed or the collective Act. 15
- (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, the collective deed, **Parts 4 to 6**, or the collective Act.
- (6) In this section,— 20

collective Act means **Parts 1 to 3 of the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2015**

collective deed means the collective deed defined in **section 8** of the collective Act.

Amendment to Treaty of Waitangi Act 1975 25

88 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 6 of the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2015, section 87(4) and (5)**”. 30

Resumptive memorials no longer to apply

89 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 joint cultural redress property on and from its vesting date under **subpart 5 of Part 5**; or 35

- (c) to a commercial redress property; or
- (d) to an early release commercial property; or
- (e) to a commercial property or the deferred selection property on and from the date of its transfer to the trustees; or
- (f) to a purchased contingent property on and from its transfer date under **subpart 3 of Part 6**; or 5
- (g) to the RFR land; or
- (h) for the benefit of Ngā Hapū o Ngāti Ranginui or a representative entity.
- (2) The enactments are— 10
 - (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. 15
- 90 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— 20
 - (i) a cultural redress property; or
 - (ii) a joint cultural redress property; or
 - (iii) a commercial redress property; or
 - (iv) an early release commercial property; or
 - (v) a commercial property; or 25
 - (vi) the deferred selection property; or
 - (vii) a purchased contingent property; or
 - (viii) the RFR land; and
 - (b) is subject to a resumptive memorial recorded under an enactment listed in **section 89(2)**. 30
- (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, a commercial redress property, an early release commercial property, or the RFR land; or
 - (b) the vesting date of the property under **subpart 5 of Part 5**, for a joint 35 cultural redress property; or

- (c) the date of transfer of the property to the trustees, for a commercial property or the deferred selection property; or
 - (d) the transfer date of the property under **subpart 3 of Part 6**, for a purchased contingent property.
- (3) Each certificate must state that it is issued under this section. 5
- (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 89(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate. 10

Miscellaneous matters

91 Rule against perpetuities does not apply

- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964— 15
 - (a) do not prescribe or restrict the period during which—
 - (i) the Ngā Hapū o Ngāti Ranginui Settlement Trust may exist in law; or
 - (ii) the trustees may hold or deal with property or income derived from property; and 20
 - (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 Ngā Hapū o Ngāti Ranginui Settlement 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. 25

92 Access to deed of settlement

- The chief executive of the Ministry of Justice must make copies of the deed of settlement available— 30
- (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. 35

Part 5 Cultural redress

Subpart 1—Protocol

93 Interpretation

In this subpart,—

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protocol—

- (a) means the taonga tūturu protocol issued under **section 94(1)(a)**; and
- (b) includes any amendments made under **section 94(1)(b)**

responsible Minister means—

- (a) the Minister for Arts, Culture and Heritage; or
- (b) any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties in relation to the protocol.

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General provisions applying to protocol

94 Issuing, amending, and cancelling protocol

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(1) The responsible Minister—

- (a) must issue a protocol to the trustees on the terms set out in part 1 of the documents schedule; and
- (b) may amend or cancel that protocol.

(2) The responsible Minister may amend or cancel the protocol at the initiative of—

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- (a) the trustees; or
- (b) the responsible Minister.

(3) The responsible Minister may amend or cancel the protocol only after consulting, and having particular regard to the views of, the trustees.

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95 Protocol subject to rights, functions, and duties

The protocol does 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

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- (b) the responsibilities of the responsible Minister or a department of State;
or
- (c) the legal rights of Ngā Hapū o Ngāti Ranginui or a representative entity.

96 Enforcement of protocol

- (1) The Crown must comply with the protocol while it is in force. 5
- (2) If the Crown fails to comply with the 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 the protocol. 10
- (4) To avoid doubt,—
 - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of the 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)**. 15

97 Limitation of rights

- (1) The 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; 20
and
 - (b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

Subpart 2—Official geographic names

98 Interpretation

- In this subpart,— 25
- 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.

99 Official geographic names 30

- (1) A name specified in the first column of the table in clause 5.17.1 of the deed of settlement is the official geographic name of the feature described in the second and third columns of that table.
- (2) A name specified in the second column of the table in clause 5.17.2 of the deed of settlement is the official geographic name of the feature described in the third and fourth columns of that table. 35

- (3) 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.

100 Publication of official geographic names

- (1) The Board must, as soon as practicable after the settlement date, give public notice, in accordance with section 21(2) and (3) of the Act, of each official geographic name specified under **section 99**. 5
- (2) The notice must state that each official geographic name became an official geographic name on the settlement date.

101 Subsequent alteration of official geographic names 10

- (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) To avoid doubt, the Board must give public notice of the determination in accordance with section 21(2) and (3) of the Act. 15

Subpart 3—Naming of reserves and control and management of reserve

102 Te Wharepoti / Margaret Jackson Wildlife Management Reserve

- (1) This section applies to Margaret Jackson Wildlife Management Reserve, meaning the land comprising 3.4805 hectares, more or less, being Part Allotment 92 Te Papa Parish (all computer freehold register SA5A/642), as shown on deed plan OTS-078-017. 20
- (2) The name of the reserve is changed to Te Wharepoti / Margaret Jackson Wildlife Management Reserve.
- (3) The trustees are the administering body of the reserve as if they were appointed to control and manage the reserve under section 35 of the Reserves Act 1977. 25

103 Te Wahapū o Te Hopuni Wildlife Management Reserve

The name of Jess Road Wildlife Management Reserve is changed to Te Wahapū o Te Hopuni Wildlife Management Reserve.

104 Official geographic names, publication, and subsequent alteration 30

- (1) The new name given to a reserve under **section 102 or 103** is to be treated as if—
- (a) it were an official geographic name that takes effect on the settlement date; and
 - (b) it had first been reviewed and concurred with by the Board under subpart 3 of Part 2 of the Act. 35

- (2) The Board must, as soon as practicable after the settlement date,—
- (a) give public notice of each new name in accordance with section 21(2)(a) and (b) and (3) of the Act; but
 - (b) state in the notice that the new name became an official geographic name on the settlement date. 5
- (3) The official geographic name of a reserve named under this section must not be changed in accordance with subpart 3 of Part 2 of the Act without the written consent of the trustees, and any requirements under that subpart or another enactment for public notice of or consultation about the proposed name do not apply. 10
- (4) In this section,—
- 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. 15

Subpart 4—Vesting of cultural redress properties

105 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 4**: 20

Properties vested in fee simple to be administered as reserves

- (a) Ohauti:
- (b) Omanawa River property:
- (c) Tahawai:
- (d) Te Awa o Ngāumuwhahine: 25
- (e) Te Hopuni:
- (f) Te Rī o Ruahine:
- (g) Te Rī o Tamarāwaho:
- (h) Te Wai o Ngāumuwhahine:
- (i) Waikareao Estuary property: 30
- (j) Waimanu ki uta:
- (k) Wainui River property:
- (l) Waireia:

Properties vested in fee simple subject to conservation covenants

- (m) Oraeroa: 35
- (n) Te Kaki:

School property vested in fee simple subject to lease

- (o) Omokoroa School property

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

Properties vested in fee simple to be administered as reserves 5

106 Ohauti

- (1) Ohauti ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Ohauti vests in the trustees.
- (3) Ohauti is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 10
- (4) The reserve is named Ohauti Scenic Reserve.

107 Omanawa River property

- (1) The Omanawa River property ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in the Omanawa River property vests in the trustees. 15
- (3) The Omanawa 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 Omanawa River Scenic Reserve.

108 Tahawai

- (1) Tahawai (being part of Kaimai Mamaku Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987. 20
- (2) The fee simple estate in Tahawai vests in the trustees.
- (3) Tahawai 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 Tahawai Scenic Reserve. 25

109 Te Awa o Ngāumuwahine

- (1) Te Awa o Ngāumuwahine (being part of Kaimai Mamaku Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Te Awa o Ngāumuwahine vests in the trustees. 30
- (3) Te Awa o Ngāumuwahine is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve is named Te Awa o Ngāumuwahine Recreation 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 2.6 of the documents schedule.

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

(a) is enforceable in accordance with its terms; and 5

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

110 Te Hopuni

(1) The vesting of Te Hopuni in Bay of Plenty Regional Council is cancelled.

(2) The reservation of Te Hopuni as a reserve subject to the Reserves Act 1977 is revoked. 10

(3) Te Hopuni ceases to be subject to the Tauranga Foreshore Vesting and Endowment Act 1915.

(4) The fee simple estate in Te Hopuni vests in the trustees.

(5) Te Hopuni is declared a reserve and classified as a local purpose reserve, for the purpose of a cultural centre, subject to section 23 of the Reserves Act 1977. 15

(6) The reserve is named Te Hopuni Local Purpose (Cultural Centre) Reserve.

111 Te Rī o Ruahine

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

(2) The fee simple estate in Te Rī o Ruahine vests in the trustees. 20

(3) Te Rī o Ruahine 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 Rī o Ruahine Scenic Reserve.

112 Te Rī o Tamarāwaho

(1) Te Rī o Tamarāwaho ceases to be a conservation area under the Conservation Act 1987. 25

(2) The fee simple estate in Te Rī o Tamarāwaho vests in the trustees.

(3) Te Rī o Tamarāwaho 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 Rī o Tamarāwaho Scenic Reserve. 30

113 Te Wai o Ngāumuwahine

(1) Te Wai o Ngāumuwahine (being part of Kaimai Mamaku Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Te Wai o Ngāumuwahine vests in the trustees. 35

- (3) Te Wai o Ngāumuwahine is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
 - (4) The reserve is named Te Wai o Ngāumuwahine Recreation 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 2.6 of the documents schedule. 5
 - (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 that Act.
- 114 Waikareao Estuary property** 10
- (1) The Waikareao Estuary property ceases to be a conservation area under the Conservation Act 1987.
 - (2) The fee simple estate in the Waikareao Estuary property vests in the trustees.
 - (3) The Waikareao Estuary property is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977. 15
 - (4) The reserve is named Waikareao Estuary Recreation Reserve.
- 115 Waimanu ki uta**
- (1) Waimanu ki uta (being part of Kaimai Mamaku Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987.
 - (2) The fee simple estate in Waimanu ki uta vests in the trustees. 20
 - (3) Waimanu ki uta is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
 - (4) The reserve is named Waimanu ki uta Recreation 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 2.7 of the documents schedule. 25
 - (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 that Act.
- 116 Wainui River property** 30
- (1) The reservation of the Wainui River property (being Wainui River Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
 - (2) The fee simple estate in the Wainui River property vests in the trustees.
 - (3) The Wainui 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. 35
 - (4) The reserve is named Wainui River Scenic Reserve.

117 Waireia

- (1) Waireia ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Waireia vests in the trustees.
- (3) Waireia is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977. 5
- (4) The reserve is named Waireia Recreation Reserve.

Properties vested in fee simple subject to conservation covenants

118 Oraeroa

- (1) Oraeroa (being part of Kaimai Mamaku Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987. 10
- (2) The fee simple estate in Oraeroa 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 Oraeroa on the terms and conditions set out in part 2.4 of the documents schedule.
- (4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 15

119 Te Kaki

- (1) Te Kaki ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Te Kaki 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 Kaki on the terms and conditions set out in part 2.5 of the documents schedule. 20
- (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. 25

School property vested in fee simple subject to lease

120 Omokoroa School property

- (1) The fee simple estate in the Omokoroa School property vests in the trustees.
- (2) **Subsection (1)** does not take effect until the trustees have provided the Crown with a registrable lease of the Omokoroa School property on the terms and conditions set out in part 2.1 of the documents schedule. 30

General provisions applying to vesting of cultural redress properties

121 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 **Schedule 4**.

122 Interests that are not interests in land

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- (1) This section applies if a cultural redress property is subject to an interest (other than an interest in land) that is listed for the property in **Schedule 4** and 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. 10
- (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 15
 - (b) with any other necessary modifications; and
 - (c) despite any change in status of the land in the property.

123 Registration of ownership

- (1) This section applies to a cultural redress property vested in the trustees under this subpart. 20
- (2) **Subsection (3)** applies to a cultural redress 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 25
 - (b) record any entry on the computer freehold register, and do anything else, that is necessary to give effect to this subpart and to part 5 of the deed of settlement.
- (4) **Subsection (5)** applies to a cultural redress property, but only to the extent that **subsection (2)** does not apply to the property. 30
- (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. 35

- (6) **Subsection (5)** is subject to the completion of any survey necessary to create a computer freehold register.
- (7) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
 - (a) 24 months after the settlement date; or 5
 - (b) any later date that may be agreed in writing by the Crown and the trustees.
- (8) In this section, **authorised person** means a person authorised by—
 - (a) the chief executive of the Ministry of Education, for the Omokoroa School property: 10
 - (b) the Director-General, for all other properties.

124 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. 15
- (2) Section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve property.
- (3) 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. 20
- (4) **Subsections (2) and (3)** do not limit **subsection (1)**.

125 Matters to be recorded on computer freehold register

- (1) The Registrar-General must record on the computer freehold register for— 25
 - (a) a reserve 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 124(3) and 129**; and
 - (b) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987. 30
- (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, if the reservation of the property under this subpart is revoked for— 35

- (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 5
 - (ii) the property is subject to **sections 124(3) and 129**; 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) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**. 10

126 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 15
 - (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. 20
- (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 25
 - (b) any matter incidental to, or required for the purpose of, the vesting.

127 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. 30
- (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. 35

Further provisions applying to reserve properties

128 Application of other enactments to reserve properties

- (1) The trustees are the administering body of a reserve property.
- (2) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve property. 5
- (3) If the reservation of a reserve property under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.
- (4) A reserve property is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act. 10
- (5) A reserve property must not have a name assigned to it, or have its name changed, under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed name. 15

129 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 Te Rī o Tamarāwaho or Te Rī o Ruahine may be transferred only to a hapū entity or the trustees of Te Tāhuhu o Tawakeheimoa Trust and only in accordance with **section 130 or 132**. 20
- (3) The fee simple estate in the reserve land in any other property may be transferred to any other person only in accordance with **section 131 or 132**.
- (4) In this section and **sections 130 to 133**, **reserve land** means the land that remains a reserve as described in **subsection (1)**. 25

130 Transfer of reserve land in Te Rī o Tamarāwaho or Te Rī o Ruahine to new administering body

- (1) This section applies to the reserve land in Te Rī o Tamarāwaho or Te Rī o Ruahine. 30
- (2) 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 a hapū entity or the trustees of Te Tāhuhu o Tawakeheimoa Trust (the **new owners**).
- (3) The Minister of Conservation must give written consent to the transfer if the registered proprietors— 35
 - (a) satisfy the Minister that the new owners are able to—
 - (i) comply with the requirements of the Reserves Act 1977; and

- (ii) perform the duties of an administering body under that Act; and
 - (b) provide to the Minister a certificate given by the registered proprietors, or the registered proprietors' solicitor, verifying that the new owners are a hapū entity or the trustees of Te Tāhuhu o Tawakeheimoa Trust.
- (4) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land. 5
- (5) 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 10
 - (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. 15
- (6) 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.
- (7) A transfer that complies with this section need not comply with any other requirements. 20

131 Transfer of reserve land in other properties to new administering body

- (1) This section applies to the reserve land in any reserve property other than Te Rī o Tamarāwaho or Te Rī o Ruahine.
- (2) 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**). 25
- (3) 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 30
 - (b) perform the duties of an administering body under that Act.
- (4) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (5) 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 35

- (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.
- (6) The new owners, from the time of their registration under this section,— 5
 - (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.
- (7) A transfer that complies with this section need not comply with any other requirements. 10
- 132 Transfer of reserve land to trustees of existing administering body if trustees change**

The registered proprietors of any 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 15
 - (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. 20
- 133 Reserve land not to be mortgaged**

The owners of any reserve land must not mortgage, or give a security interest in, the reserve land.
- 134 Saving of bylaws, etc, in relation to reserve properties** 25
 - (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. 30
 - (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 5—Ngā pae maunga: properties jointly vested in fee simple to be administered as reserves
- 135 Interpretation** 35

In this subpart, unless the context otherwise requires,—

joint cultural redress property means each of the following properties, and each property means the land described by that name in **Schedule 5**:

- (a) Ōtanewainuku:
- (b) Pūwhenua

Ngāi Te Rangi Settlement Trust means the trust of that name established by a trust deed dated 5 July 2013 5

Tapuika Iwi Authority Trust has the meaning given in section 12 of the Tapuika Claims Settlement Act 2014

Te Kapu o Waitaha has the meaning given in section 9 of the Waitaha Claims Settlement Act 2013 10

Te Tāwharau o Ngāti Pūkenga Trust means the trust of that name established by a trust deed dated 24 March 2013

vesting date means the date specified under **section 136**.

136 Application of this subpart

- (1) This subpart takes effect on and from a date specified by Order in Council made on the recommendation of the Minister of Conservation. 15
- (2) The Minister must not make a recommendation unless and until—
 - (a) legislation is enacted to settle the historical claims of the iwi described in **subsection (3)**; and
 - (b) that legislation, in each case, provides for the vesting, on a date specified by Order in Council, of the fee simple estate in Ōtanewainuku and Pūwhenua as undivided equal shares in the persons described in **sections 137(2) and 138(2)** as tenants in common. 20
- (3) The iwi are—
 - (a) Ngāi Te Rangi: 25
 - (b) Ngāti Pūkenga.

137 Ōtanewainuku

- (1) Ōtanewainuku ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Ōtanewainuku vests as undivided one-sixth shares in the following as tenants in common: 30
 - (a) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust; and
 - (b) the trustees of the Ngāi Te Rangi Settlement Trust; and
 - (c) the trustees of the Tapuika Iwi Authority Trust; and
 - (d) the trustees of Te Kapu o Waitaha; and 35
 - (e) the trustees of Te Tāhuhu o Tawakeheimoa Trust; and
 - (f) the trustees of Te Tāwharau o Ngāti Pūkenga Trust.

- (3) Ōtanewainuku 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 Ōtanewainuku Scenic Reserve.
- (5) The joint management body established by **section 139** 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. 5
- (6) **Subsections (1) to (5)** do not take effect until the persons described in **subsection (2)** have provided the Crown with a registrable easement in gross for a right of way over Ōtanewainuku on the terms and conditions set out in part 2.8 of the documents schedule. 10
- (7) 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 that Act.

138 Pūwhenua 15

- (1) Pūwhenua ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Pūwhenua vests as undivided one-sixth shares in the following as tenants in common:
 - (a) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust; and
 - (b) the trustees of the Ngāi Te Rangi Settlement Trust; and 20
 - (c) the trustees of the Tapuika Iwi Authority Trust; and
 - (d) the trustees of Te Kapu o Waitaha; and
 - (e) the trustees of Te Tāhuhu o Tawakeheimoa Trust; and
 - (f) the trustees of Te Tāwharau o Ngāti Pūkenga Trust.
- (3) Pūwhenua is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 25
- (4) The reserve is named Pūwhenua Scenic Reserve.
- (5) The joint management body established by **section 139** 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. 30

139 Joint management body for Ōtanewainuku and Pūwhenua Scenic Reserves

- (1) A joint management body is established for Ōtanewainuku Scenic Reserve and Pūwhenua Scenic Reserve. 35
- (2) The following are appointers for the purposes of this section:
 - (a) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust; and

- (b) the trustees of the Ngāi Te Rangi Settlement Trust; and
 - (c) the trustees of the Tapuika Iwi Authority Trust; and
 - (d) the trustees of Te Kapu o Waitaha; and
 - (e) the trustees of Te Tāhuhu o Tawakeheimoa Trust; and
 - (f) the trustees of Te Tāwharau o Ngāti Pūkenga Trust. 5
- (3) Each appointer may appoint 1 member 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 10
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. 15
- (7) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a board.
- (8) However, the first meeting of the body must be held no later than 2 months after the vesting date.
- 140 Restriction on transfer of joint cultural redress property 20**
- (1) The registered proprietors of an undivided share in the fee simple estate in a joint cultural redress property must not transfer the undivided share.
- (2) However, the registered proprietors may transfer the undivided share if—
 - (a) the transferors of the share are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee 25
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 share is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **para-**
graphs (a) and (b) apply. 30
- 141 Provisions of other Acts with same effect for joint cultural redress property**
- (1) This section applies if a provision in **Parts 4 to 6** has the same effect as a provision in another Act for 1 of the following properties:
 - (a) Ōtanewainuku: 35
 - (b) Pūwhenua.
- (2) The provisions must be given effect to only once, as if they were 1 provision.

General provisions applying to vesting of joint cultural redress properties

142 Properties vest subject to or together with interests

Each joint cultural redress property vests under this subpart subject to, or together with, any interests listed for the property in **Schedule 5** or granted in relation to the property before the vesting date.

5

143 Interests in land for joint cultural redress properties

(1) This section applies to a joint cultural redress property while all or part of the property remains a reserve under the Reserves Act 1977 (the **reserve land**).

(2) If the property is affected by an interest that is an interest in land and the interest is listed for the property in **Schedule 5** or granted in relation to the property before the vesting date, 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.

10

(3) Any interest that is an interest in land that affects the reserve land must be dealt with for the purposes of registration as if the administering body were the registered proprietor of the land.

15

(4) However, **subsections (2) and (3)** do not affect the registration of the easement referred to in **section 137(6)**.

144 Interests that are not interests in land

(1) This section applies if a joint cultural redress property is subject to an interest (other than an interest in land) that is listed for the property in **Schedule 5**, or that is granted in relation to the property before the vesting date, and for which there is a grantor, whether or not the interest also applies to land outside the joint cultural redress property.

20

(2) The interest applies as if the owners of the joint cultural redress property were the grantor of the interest in respect of the property, except to the extent that **subsection (3)** applies.

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(3) If all or part of the joint cultural redress property is reserve land to which **section 143** applies, the interest applies as if the administering body of the reserve land were the grantor of the interest in respect of the reserve land.

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(4) The interest applies—

- (a) until the interest expires or is terminated; and
- (b) with any other necessary modifications; and
- (c) despite any change in status of the land in the property.

145 Registration of ownership

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(1) This section applies in relation to the fee simple estate in a joint cultural redress property vested under this subpart.

- (2) The Registrar-General must, in accordance with an application received from an authorised person,—
 - (a) create a computer freehold register for each undivided one-sixth share of the fee simple estate in the property in the name of each of—
 - (i) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust; 5
and
 - (ii) the trustees of the Ngāi Te Rangi Settlement Trust; and
 - (iii) the trustees of the Tapuika Iwi Authority Trust; and
 - (iv) the trustees of Te Kapu o Waitaha; and
 - (v) the trustees of Te Tāhuhu o Tawakeheimoa Trust; and 10
 - (vi) the trustees of Te Tāwharau o Ngāti Pūkenga Trust; and
 - (b) record on each computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.
 - (3) **Subsection (2)** is subject to the completion of any survey necessary to create a computer freehold register. 15
 - (4) A computer freehold register must be created under this section as soon as is reasonably practicable after the vesting date, but no later than—
 - (a) 24 months after the vesting date; or
 - (b) any later date that may be agreed in writing by the Crown and the persons in whose names the register is to be created. 20
 - (5) In this section, **authorised person** means a person authorised by the Director-General.
- 146 Application of Part 4A of Conservation Act 1987**
- (1) The vesting of the fee simple estate in a joint cultural redress property under this subpart is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24, 24A, and 24AA of that Act do not apply to the disposition. 25
 - (2) If the reservation of a joint cultural redress property under **section 137(3) or 138(3)** is revoked in relation to all or part of the property, then the vesting 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. 30
- 147 Recording application of Part 4A of Conservation Act 1987 and sections of this subpart**
- (1) The Registrar-General must record on a computer freehold register for a joint cultural redress property that— 35
 - (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 **sections 140, 143(3), and 146(2)**.

- (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) If the reservation under **section 137(3) or 138(3)** is revoked for—
 - (a) all of the property, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold registers for the property the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply; and
 - (ii) the property is subject to **sections 140, 143(3), and 146(2)**; or
 - (b) part of the property, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold registers for the part of the property that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

148 Application of other enactments to joint cultural redress properties 15

- (1) The vesting of the fee simple estate in a joint 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 joint cultural redress property. 20
- (3) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to— 25
 - (a) the vesting of the fee simple estate in a joint cultural redress property under this subpart; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.

149 Application of Reserves Act 1977 to joint cultural redress properties

- (1) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a joint cultural redress property. 30
- (2) If the reservation under **section 137(3) or 138(3)** of a joint cultural redress property as a reserve is revoked under section 24 of the Reserves Act 1977 in relation to 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. 35

150 Joint cultural redress property that is reserve must not be mortgaged

The registered proprietors of a joint cultural redress property must not mortgage, or give a security interest in, all or any part of the property that, at any

time after vesting under **section 137 or 138**, remains a reserve under the Reserves Act 1977.

151 Saving of bylaws, etc, in relation to joint cultural redress 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 joint cultural redress property before the property vested under **section 137 or 138**. 5
- (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. 10

152 Scenic reserve not to become Crown protected area

- (1) A joint cultural redress property is not a Crown protected area.
- (2) The Minister must not change the name of a joint cultural redress 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. 15
- (3) In this section, **Crown protected area** has the meaning given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Part 6
Commercial redress 20

153 Interpretation

In **subparts 1 to 3**,—

commercial property means a property described in part 4AA of the property redress schedule for which the requirements for transfer under the deed of settlement have been satisfied 25

commercial redress property means—

- (a) a property described in table 1 or 2 in part 4 of the property redress schedule; and
- (b) a property described in part 3 of the property redress schedule that became a commercial redress property under clause 6.7 of the deed of settlement before the commencement of **Parts 4 to 6** 30

deferred selection property means the Harrisfield Drive property defined in paragraph 6.1 of the general matters schedule, but only if the requirements for its transfer under the deed of settlement have been satisfied

land holding agency means,— 35

- (a) for a property described in **paragraph (a)** of the definition of commercial redress property, the land holding agency specified for the property in part 4 of the property redress schedule:
- (b) for a property described in **paragraph (b)** of that definition, the Ministry of Justice: 5
- (c) for a commercial property, the Ministry of Education:
- (d) for the deferred selection property, the Ministry of Justice.

Subpart 1—Transfer of commercial redress properties, commercial properties, and deferred selection property

154 The Crown may transfer properties 10

- (1) To give effect to 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, a commercial property, or the 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. 15
- (2) **Subsection (3)** applies to—
 - (a) a commercial property that is subject to a resumptive memorial recorded under any enactment listed in **section 89(2)**; and
 - (b) the deferred selection property if it is subject to a resumptive memorial recorded under any enactment listed in **section 89(2)**. 20
- (3) As soon as is reasonably practicable after the date on which the commercial property or the 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 90** (which relates to the cancellation of resumptive memorials). 25

155 Computer freehold registers for commercial redress properties, commercial properties, and deferred selection property

- (1) This section applies to each of the following properties that is to be transferred to the trustees under **section 154**: 30
 - (a) a commercial redress property:
 - (b) a commercial property:
 - (c) the 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. 35

- (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 5
 - (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 156 and 158**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property. 10
- 156 Authorised person may grant covenant for later creation of computer freehold register**
- (1) For the purposes of **section 155**, the authorised person may grant a covenant for the later creation of a computer freehold register for any commercial redress property, commercial property, or deferred selection property. 15
 - (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 20
 - (b) the Registrar-General must comply with the request.
- 157 Application of other enactments**
- (1) This section applies to the transfer to the trustees of the fee simple estate in a commercial redress property, a commercial property, or the deferred selection property. 25
 - (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 30
 - (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. 35
 - (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 154**, 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)**.

158 Application of enactment to Part Te Puna School site and adjoining land 5

- (1) The land contained in computer freehold register SA64A/555 became subject to section 241 of the Resource Management Act 1991 because of the amalgamation condition endorsed on plan DPS 79918. That application of section 241 to the land ceases.
- (2) The authorised person for the commercial redress property described as Part Te Puna School site must apply in writing to the Registrar-General to remove the notification of that section from computer freehold register SA64A/555. 10
- (3) The application must be made before a computer freehold register is created for the property under **section 155**.
- (4) The Registrar-General must, before creating a computer freehold register for the property under **section 155**, comply with an application received in accordance with this section. 15

Subpart 2—Māori reservation properties

159 Application of this subpart

- (1) This subpart applies to a Māori reservation property after the transfer of the property to the trustees. 20
- (2) In this subpart, **Māori reservation property**—
- (a) means a commercial redress property described in table 1 in part 4 of the property redress schedule that has an asterisk next to the property's address in the fourth column of the table; but 25
- (b) for 17 Moffat Road, means only the part of the property shown as A on the plan of the property in part 4 of the attachments.

160 Setting apart as Māori reservations and terms of trust

- (1) A Māori reservation property is set apart as a Māori reservation, as if it were set apart under section 338(1) of Te Ture Whenua Māori Act 1993,— 30
- (a) for the purposes of marae and associated papakāinga housing; and
- (b) to be held on trust for the benefit of Ngā Hapū o Ngāti Ranginui.
- (2) The terms of trust on which a Māori reservation property is held include the following:
- (a) the property is inalienable except for a transfer under **subsection (3)**: 35
- (b) the property will be held to restore and preserve land holdings within the rohe of Ngā Hapū o Ngāti Ranginui to—

- (i) recognise and support the relationship of Ngā Hapū o Ngāti Ranginui, and their culture and traditions, with their ancestral lands; and
 - (ii) support the use of the land by whānau of Ngā Hapū o Ngāti Ranginui for traditional purposes: 5
 - (c) the property will be held to recognise and take account of the importance of the land in providing economic and infrastructure support for marae and associated papakāinga housing (whether on the land or elsewhere) for Ngā Hapū o Ngāti Ranginui. 10
 - (3) A Māori reservation property may be transferred, subject to the existing terms of trust, to the hapū entity of the hapū of Ngāti Ranginui listed for the property in the third column of table 1 in part 4 of the property redress schedule. 10
 - (4) The Registrar-General need not create a separate computer freehold register for any Māori reservation property that is only part of the land contained in a computer freehold register. 15
- 161 Application of enactments to Māori reservation properties**
- (1) Part 17 of Te Ture Whenua Māori Act 1993, and any regulations made under section 338(15) of that Act, do not apply to a Māori reservation property.
 - (2) The Māori Land Court has the jurisdiction, on application by the owners of a Māori reservation property, to set out or vary additional terms of trust on which the property is held. 20
 - (3) The chief executive of Te Puni Kōkiri may, on the recommendation of the Māori Land Court, by notice in the *Gazette*—
 - (a) exclude any part of the land from the Māori reservation in a Māori reservation property; or 25
 - (b) cancel the Māori reservation.
 - (4) Sections 18(1)(c) and (d), 19(1)(a), 20, 24, 26, 194, and 342 of Te Ture Whenua Māori Act 1993 apply to a Māori reservation property as if the property were Māori freehold land under that Act.
 - (5) Section 108(9) of the Resource Management Act 1991 applies to a Māori reservation property as if the property were Māori land under Te Ture Whenua Māori Act 1993. 30
 - (6) For the purposes of the Local Government (Rating) Act 2002, a Māori reservation property is to be treated as land used for the purposes of a marae.

Subpart 3—Provisions applying to purchased contingent properties

162 Application of this subpart

- (1) This subpart applies to a **purchased contingent property**, meaning a property described in the table in part 9 of the property redress schedule for which the requirements for transfer under the deed of settlement have been satisfied. 5
- (2) In this subpart, **transfer date**, for a purchased contingent property, means the day on which the transfer of the property settles in accordance with part 9 of the property redress schedule.

163 Transfer of purchased contingent properties

- (1) Immediately before the transfer of a purchased contingent property in accordance with part 9 of the property redress schedule,— 10
 - (a) the reservation of any part of the property that is a reserve subject to the Reserves Act 1977 is revoked; and
 - (b) any part of the property that is a conservation area under the Conservation Act 1987 ceases to be a conservation area. 15
- (2) Upon the transfer of the purchased contingent property, the 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.
- (3) **Sections 124, 125, 126(3), 127 to 129, and 131 to 134** apply to the purchased contingent property— 20
 - (a) as if it were a cultural redress property that is a reserve property; and
 - (b) with effect on and from the property’s transfer date and as if a reference to the settlement date were to that transfer date; and
 - (c) with any other necessary modifications.
- (4) **Sections 154 to 156 and section 157 (except section 157(2))** apply to the purchased contingent property— 25
 - (a) as if it were a commercial redress property and the land holding agency were the Department of Conservation; and
 - (b) as if, for the purposes of **section 154(2) and (3)**, it were the deferred selection property; and 30
 - (c) with effect on and from the property’s transfer date; and
 - (d) with any other necessary modifications.
- (5) If the purchased contingent property is to transfer to a hapū entity in accordance with paragraph 9.14 of the property redress schedule, the provisions referred to in **subsections (3) and (4)** are also modified to apply as if the hapū entity were the trustees. 35

164 Easements over purchased contingent properties

- (1) This section applies to any easement that is required to be granted over a purchased contingent property to fulfil the terms of transfer of the property.
- (2) 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 that Act.

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Subpart 4—Right of first refusal over RFR land

Interpretation

165 Interpretation

In this subpart and **Schedule 6**,—

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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

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Crown body means—

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

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dispose of, in relation to RFR land,—

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(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

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- (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, a fixture, or a fitting from the land

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expiry date, in relation to an offer, means its expiry date under **sections 169(2)(a) and 170**

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with **section 169**, to dispose of RFR land to the trustees

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public work has the meaning given in section 2 of the Public Works Act 1981

related company has the meaning given in section 2(3) of the Companies Act 1993

RFR landowner, in relation to RFR land,—

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(a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and

(b) means a Crown body, if the body holds the fee simple estate in the land; and

(c) includes a local authority to which RFR land has been disposed of under **section 175(1)**; but

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(d) to avoid doubt, does not include an administering body in which RFR land is vested after the settlement date under **section 176(1)**

RFR period means the period of 174 years on and from the settlement date

subsidiary has the meaning given in section 5 of the Companies Act 1993.

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166 Meaning of RFR land

(1) In this subpart, **RFR land** means—

(a) the land described in part 3 of the attachments that, on the settlement date, is—

(i) vested in the Crown; or

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(ii) held in fee simple by the Crown, Housing New Zealand Corporation, or Bay of Plenty DHB; and

(b) any land obtained in exchange for a disposal of RFR land under **section 180(1)(c) or 181**.

(2) Land ceases to be RFR land if—

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(a) the fee simple estate in the land transfers from the RFR landowner to—

- (i) the trustees or their nominee (for example, under a contract formed under **section 173**); or
- (ii) any other person (including the Crown or a Crown body) under **section 168(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 177 to 185** (which relate to permitted disposals of RFR land); or
 - (ii) under any matter referred to in **section 186(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 195**; or
- (d) the Minister for Treaty of Waitangi Negotiations has given notice under **section 167** that the land ceases to be RFR land; or
- (e) the RFR period ends.

167 RFR land required for another Treaty of Waitangi settlement

- (1) The Minister for Treaty of Waitangi Negotiations must, for Te Puna Katikati RFR land that is required as cultural redress for the settlement of other historical Treaty claims, give notice to the following persons that the land ceases to be RFR land:
 - (a) the RFR landowner; and
 - (b) the trustees.
- (2) The notice may be given at any time before a contract is formed under **section 173** for the disposal of the land.
- (3) In this section,—

historical Treaty claim has the meaning given in section 2 of the Treaty of Waitangi Act 1975

Te Puna Katikati RFR land means any RFR land described in table 3 in part 3 of the attachments.

Restrictions on disposal of RFR land

168 Restrictions on disposal of RFR land

- An RFR landowner must not dispose of RFR land to a person other than the trustees or their nominee unless the land is disposed of—
- (a) under any of **sections 174 to 185**; or
 - (b) under any matter referred to in **section 186(1)**; or

- (c) in accordance with a waiver or variation given under **section 195**; or
- (d) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer to the trustees was—
 - (i) made in accordance with **section 169**; and
 - (ii) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
 - (iii) not withdrawn under **section 171**; and
 - (iv) not accepted under **section 172**.

Trustees' right of first refusal

169 Requirements for offer 10

- (1) An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees.
- (2) The notice must include—
 - (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 for 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.

170 Expiry date of offer 20

- (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 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 receive notice of the offer if—
 - (a) the trustees received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

171 Withdrawal of offer 30

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

172 Acceptance of offer

- (1) The trustees may, by notice to the RFR landowner who made an offer, accept the offer if— 35

- (a) it has not been withdrawn; and
- (b) its expiry date has not passed.
- (2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.

173 Formation of contract 5

- (1) If the trustees accept an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the trustees on the terms in the offer.
- (2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees. 10
- (3) Under the contract, the trustees may nominate any person (the **nominee**) to receive the transfer of the RFR land.
- (4) The trustees may nominate a nominee only if—
 - (a) the nominee is lawfully able to hold the RFR land; and
 - (b) notice is given to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle. 15
- (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. 20
- (6) If the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

Disposals to others but land remains RFR land

174 Disposal to the Crown or Crown bodies 25

- (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.

175 Disposal of existing public works to local authorities 30

- (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— 35
 - (a) the RFR landowner of the land; and

(b) subject to the obligations of an RFR landowner under this subpart.

176 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

177 Disposal in accordance with obligations under 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.

178 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 settlement date; or
 - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or
 - (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
- (b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land.

179 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; or
- (d) an Act that—
 - (i) excludes the land from a national park within the meaning of the National Parks Act 1980; and

- (ii) authorises that land to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980, or the Reserves Act 1977.

180 Disposal of land held for public works	5
(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.	
	10
(2) To avoid doubt, RFR land may be disposed of by an order of the Māori Land Court under section 134 of Te Ture Whenua Māori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.	
	15
181 Disposal for reserve or conservation purposes	
An RFR landowner may dispose of RFR land in accordance with—	
	20
(a) section 15 of the Reserves Act 1977; or (b) section 16A or 24E of the Conservation Act 1987.	
182 Disposal for charitable purposes	
An RFR landowner may dispose of RFR land as a gift for charitable purposes.	
183 Disposal to tenants	
	25
The Crown may dispose of RFR land—	
(a) that was held on the settlement 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 settlement date; or (ii) on or after the settlement date under a right of renewal in a lease granted before the settlement date; or (c) under section 93(4) of the Land Act 1948.	
	30
	35

184 Disposal by Housing New Zealand Corporation

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 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. 5

185 Disposal by Bay of Plenty DHB

Bay of Plenty DHB, or any of its subsidiaries, may dispose of RFR land to any person if the Minister of Health has given notice to the trustees that, in the Minister's opinion, the disposal will achieve, or assist in achieving, the DHB's objectives. 10

RFR landowner obligations

186 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— 15
 - (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, that—
 - (i) prevents or limits an RFR landowner's disposal of RFR land to the trustees; and 20
 - (ii) 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. 25

Notices about RFR land

187 Notice to LINZ of RFR land with computer register after settlement date

- (1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created. 30
- (2) If land for which there is a computer register becomes RFR land after the settlement date, 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. 35
- (4) The notice must include the legal description of the land and the reference for the computer register.

188 Notice to trustees of disposal of RFR land to others

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees 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. 5
- (3) The notice must include—
 - (a) the legal description of the land, including 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 10
 - (e) an explanation of how the disposal complies with **section 168**; and
 - (f) if the disposal is to be made under **section 168(d)**, a copy of any written contract for the disposal.

189 Notice to LINZ of land ceasing to be RFR land

- (1) **Subsections (2) and (3)** apply if land contained in a computer register is to cease being RFR land because— 15
 - (a) the fee simple estate in the land is to transfer from the RFR landowner to—
 - (i) the trustees or their nominee (for example, under a contract formed under **section 173**); or 20
 - (ii) any other person (including the Crown or a Crown body) under **section 168(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 177 to 185**; or 25
 - (ii) under any matter referred to in **section 186(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 195**.
- (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. 30
- (3) The notice must include—
 - (a) the legal description of the land; and
 - (b) the reference for the computer register for the land; and 35
 - (c) the details of the transfer or vesting of the land.

- (4) **Subsections (5) and (6)** apply if the Minister for Treaty of Waitangi Negotiations gives notice under **section 167** that any RFR land contained in a computer register ceases to be RFR land.
- (5) The RFR landowner must, as soon as practicable after receiving the Minister's notice, give the chief executive of LINZ notice that the land has ceased to be RFR land. 5
- (6) The notice must include—
 - (a) the legal description of the land; and
 - (b) the reference for the computer register for the land; and
 - (c) a copy of the notice given under **section 167**. 10

190 Notice requirements

Schedule 6 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

Right of first refusal recorded on computer registers 15

191 Right of first refusal to be 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 settlement date; and 20
 - (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land for which there is a computer register that becomes RFR land after the settlement date. 25
- (2) The chief executive must issue a certificate as soon as is reasonably practicable—
 - (a) after the settlement date, for RFR land for which there is a computer register on the settlement date; or
 - (b) after receiving a notice under **section 187** that a computer register has been created for the RFR land or that the land has become RFR land, for any other land. 30
- (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 as soon as is reasonably practicable after issuing the certificate. 35

- (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 166**; and
 - (b) subject to this subpart (which restricts disposal, including leasing, of the land). 5

192 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 189(2)**, issue to the Registrar-General a certificate that includes— 10
- (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 as soon as is reasonably practicable after issuing the certificate. 15
- (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 notification recorded under **section 191** for the land described in the certificate. 20

193 Removal of notifications when land required for another Treaty of Waitangi settlement

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after receiving a notice under **section 189(5)** that land ceases to be RFR land, issue to the Registrar-General a certificate that includes— 25
- (a) the legal description of the land; and
 - (b) the reference for the computer register for the land; and
 - (c) a copy of the notice given under **section 167**; and
 - (d) a statement that the certificate is issued under this section. 30
- (2) The chief executive must provide a copy of each certificate to the trustees 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 from the computer register identified in the certificate any notification recorded under **section 191** for the land described in the certificate. 35

194 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 that RFR land that still has a notification recorded under **section 191**; and 5
 - (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 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 191** from any computer register identified in the certificate. 10

General provisions applying to right of first refusal

195 Waiver and variation

- (1) The trustees 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. 15
- (2) The trustees 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. 20

196 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.

197 Assignment of rights and obligations under this subpart

- (1) **Subsection (3)** applies if the RFR holder— 25
 - (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 document; and
 - (b) has given the notices required by **subsection (2)**.
- (2) The RFR holder must give notices to each RFR landowner that— 30
 - (a) state that the RFR holder's rights and obligations under this subpart are being assigned under this section; and
 - (b) specify the date of the assignment; and
 - (c) specify the names of the assignees and, if they are the trustees of a trust, the name of the trust; and 35
 - (d) specify the street address, postal address, and fax number or electronic address for notices to the assignees.

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- (3) This subpart and **Schedule 6** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, with any necessary modifications.
- (4) In this section,—
- constitutional document** means the trust deed or other instrument adopted for the governance of the RFR holder 5
- RFR holder** means the 1 or more persons who have the rights and obligations of the trustees under this subpart, because—
- (a) they are the trustees; or
- (b) they have previously been assigned those rights and obligations under this section. 10

Schedule 1

Statutory areas

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Statutory area	Location
Ridge lines on the Kaimai-Mamaku Range (with recorded names Kaimai Range and Mamaku Plateau)	As shown on OTS-215-011
Ridge lines from Otawa to Pūwhenua (with recorded name Puwhenua)	As shown on OTS-215-012

Schedule 2 Te Kūpenga

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1 Interpretation

In this schedule,— 5

Conservation Board means a board established under section 6L of the Conservation Act 1987

conservation land means land that is subject to conservation legislation

conservation legislation means—

(a) the Conservation Act 1987; and 10

(b) the enactments listed in Schedule 1 of that Act

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 15

conservation protected area means an area above the line of mean high-water springs that is—

(a) a conservation area:

(b) a reserve administered by the Department of Conservation:

(c) a wildlife refuge, wildlife sanctuary, or wildlife management reserve 20
under the Wildlife Act 1953

cultural materials plan means the plan covering the cultural take of flora material within conservation protected areas in the Te Kūpenga Area

cultural take means the take and use of flora material for cultural purposes

flora material means parts of plants taken in accordance with the cultural materials plan 25

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

local area office means the Tauranga office of the Department of Conservation, or any replacement office that has responsibility for preparing or reviewing annual documents for the Tauranga area 30

national park management plan has the meaning given to **management plan** in section 2 of the National Parks Act 1980

Ngatukituki means the area shown on the map below the heading “Ngatukituki” in Appendix 1 to the Te Kūpenga Framework document in part 3 of the documents schedule 35

- relationship agreement** means the conservation relationship agreement as referred to in **clause 13**
- relevant conservation board** means the Conservation Board whose area of jurisdiction includes the Te Kūpenga Area
- Tauranga Moana Iwi area of interest** means the areas marked “A” and “B” on the plan in part 1 of the attachments 5
- Te Kūpenga Area** means the area shown on the map below the heading “Te Kūpenga Area” in Appendix 1 to the Te Kūpenga Framework document in part 3 of the documents schedule
- wāhi tapu** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014 10
- wāhi tapu management agreement** means an agreement that meets the requirements of **clause 11(6)**.
- 2 Conservation Partnership Forum**
- (1) A Conservation Partnership Forum (the **Forum**) is to be established in relation to the Te Kūpenga Area. 15
- (2) The purpose of the Forum is to promote, enhance, and protect the health and well-being of conservation land in the Te Kūpenga Area for present and future generations.
- (3) The Forum has the following functions: 20
- (a) to develop, approve, and review a conservation principles document in accordance with **clause 5**:
- (b) to identify the vision and objectives in the conservation principles document for conservation land covered by Te Kūpenga:
- (c) to recommend strategies for achieving the vision and objectives in the conservation principles document for conservation land covered by Te Kūpenga: 25
- (d) to discuss with the Department of Conservation how Tauranga Moana iwi and hapū and the local area office will work together when preparing, reviewing, and amending local annual business plans that affect the Te Kūpenga Area: 30
- (e) to discuss with the Department of Conservation how Tauranga Moana iwi and hapū may be involved in activities that the local area office undertakes in the Te Kūpenga Area that relate to—
- (i) monitoring activities; and 35
- (ii) concessions processes and monitoring of concessions:
- (f) to engage with and involve Tauranga Moana iwi and hapū in matters that affect their respective interests in the Te Kūpenga Area:

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- (g) to seek funding to support the Forum in the development and implementation of projects that are consistent with the purposes of the Forum, which may include—
 - (i) programmes that seek to enhance the relationship between the Department of Conservation and Tauranga Moana iwi and hapū; and 5
 - (ii) an inventory of sites of significance on conservation land in the Te Kūpenga Area; and
 - (iii) projects that promote the conservation of natural and physical resources and historical and cultural heritage:
 - (h) to provide advice and recommendations to the Minister of Conservation, the Director-General, and the relevant conservation board on conservation matters covered by Te Kūpenga: 10
 - (i) to perform other functions to achieve the purpose of the Forum, such as forming relationships with relevant organisations and groups to undertake initiatives: 15
 - (j) within 3 years of the effective date, to discuss with the Department of Conservation ways that Tauranga Moana iwi and hapū can participate in processes for preparing conservation management strategies and conservation management plans.
 - 3 Appointment of Forum members** 20
 - (1) The Forum comprises 6 members, as follows:
 - (a) 1 member appointed by each of the 3 Tauranga Moana Iwi; and
 - (b) 3 members appointed by the Director-General.
 - (2) The chairperson of the Forum must be appointed from time to time by the members of the Forum and that person must be an existing member of the Forum. 25
 - (3) The members of the Forum—
 - (a) are to be appointed for a term of 5 years; and
 - (b) may be replaced during that 5-year term at the discretion of the appointer; and 30
 - (c) may be reappointed.
 - (4) An appointer must give notice in writing to the other appointers of any appointment under **subclause (1)**.
 - (5) The Director-General must notify appointments under **subclause (1)** by notice in the *Gazette*. 35
 - (6) The Forum must commence its business at its first meeting, which must be held no later than 6 months after the settlement date.

4 Forum procedures

- (1) The Forum may regulate its own procedure, subject to the following provisions:
 - (a) any appointer of a member of the Forum has the right, by giving prior written notice, to appoint a person to attend a meeting in the place of another member whom he or she has appointed: 5
 - (b) the Forum must operate on the basis of consensus decision-making, so that decisions may be made by the Forum only if there is agreement among all of the members present and voting at a meeting:
 - (c) if consensus has not been achieved, any member of the Forum may institute a disputes resolution process if that member considers it necessary and appropriate to resolve the matter: 10
 - (d) the Forum must meet as necessary, as agreed by the members of the Forum, in order to carry out its functions, but no less than twice a year unless all members agree otherwise: 15
 - (e) the Director-General must meet the costs of his or her appointees to the Forum, and 50% of the administrative costs of the Forum:
 - (f) the Tauranga Moana Iwi must meet the costs of their appointees to the Forum, and an equal share of the remaining 50% of the administrative costs of the Forum: 20
 - (g) the quorum of the Forum must be no fewer than the 3 Tauranga Moana Iwi appointees and 1 of the Director-General's appointees:
 - (h) if the chairperson is absent from a meeting, the other members attending the meeting must appoint a chairperson for that meeting.
- (2) The existence of the Forum does not limit the ability of the Crown to consult or take advice from any person or organisation in relation to the Te Kūpenga Area. 25
- (3) If the Minister of Conservation or the Director-General consults and seeks the advice of the Forum,—
 - (a) the Minister or the Director-General must state a reasonable time period within which the Forum may provide advice; and 30
 - (b) the Minister or the Director-General must have regard to any advice of the Forum that is provided within that time period.
- (4) If **subclause (3)** does not apply, and the Forum provides advice to the Minister of Conservation or the Director-General on its own initiative, the Minister or the Director-General must consider that advice. 35
- (5) To avoid doubt, section 56 of the Conservation Act 1987 and section 9 of the Reserves Act 1977 do not apply to the Forum.

5 Conservation principles document

- (1) The purpose of the conservation principles document is to promote the conservation of natural and physical resources and historical and cultural heritage across the Te Kūpenga Area.
- (2) The conservation principles document must—
 - (a) identify the significant conservation issues for conservation land covered by Te Kūpenga from the perspective of the Forum, as informed by Tauranga Moana iwi and hapū and the Department of Conservation; and
 - (b) identify the vision and objectives for conservation land covered by Te Kūpenga and the principal reasons for adopting the vision and objectives; and
 - (c) recommend strategies for implementing the vision and objectives identified under **paragraph (b)**; and
 - (d) be consistent with and further the purpose of the Forum.
- (3) The Forum must—
 - (a) commence the preparation of a draft conservation principles document no later than 6 months after its first meeting; and
 - (b) complete the draft conservation principles document no later than 3 years after the first meeting.
- (4) Before commencing the preparation of a draft conservation principles document, the Forum must confirm a process that provides for input from Tauranga Moana hapū during the preparation of the conservation principles document.
- (5) During the preparation of a draft conservation principles document, the Forum may—
 - (a) consult any other person or organisation; and
 - (b) seek any information, commission any reports, or take any other action considered appropriate by the Forum.
- ~~(6) The conservation principles document must acknowledge that the Tauranga Moana Framework will be established over the waters and coastal marine area of Tauranga Moana by local government and Tauranga Moana Iwi, and that the Tauranga Moana Framework document (Ngā Tai ki Mauao) has been, or is being, developed by the Tauranga Moana Governance Group.~~
- (6) The conservation principles document must acknowledge that the Tauranga Moana Framework will be established over the waters and coastal marine area of Tauranga Moana, and that the Tauranga Moana Framework document (Ngā Tai ki Mauao) has been, or is being, developed by the Tauranga Moana Governance Group.

6 Conservation management strategy

- (1) When preparing, reviewing, or amending any conservation management strategy under section 17F, 17H, or 17I of the Conservation Act 1987 that affects the Te Kūpenga Area, the Director-General must consult and have particular regard to any advice of the Forum under section 17F(a) of that Act before the preparation of the draft conservation management strategy. 5
- (2) In developing any conservation management strategy that affects the Te Kūpenga Area, the relevant conservation board must have particular regard to the conservation principles document.
- (3) In developing and approving any conservation management plan that affects Te Kūpenga, the relevant conservation board and the Department of Conservation must have particular regard to the conservation principles document. 10
- (4) The Director-General must send a copy of the summary of submissions and the revised conservation management strategy to the Forum at the same time as those documents are sent to the relevant conservation board under section 17F(i) of the Conservation Act 1987. 15
- (5) No later than 2 months after receiving the documents referred to in **subclause (4)**, the Forum may provide advice directly to the relevant conservation board on those documents and the relevant conservation board must have particular regard to that advice. 20
- (6) In the preparation or review of any relevant conservation management strategy, the Director-General and Tauranga Moana Iwi must engage at the earliest opportunity to discuss any relevant issues that relate to the inter-relationship between the conservation management strategy and the conservation management plan for Ngatukituki, and how they might be resolved, including the views of Tauranga Moana iwi and hapū. 25
- (7) To avoid doubt, nothing in **subclauses (1) to (6)** prevents Tauranga Moana Iwi or Tauranga Moana hapū from making a submission on a draft conservation management strategy under section 17F(c) of the Conservation Act 1987.

7 Conservation management plan for Ngatukituki 30

- (1) Before the Director-General commences the preparation, review, or amendment of a conservation management plan for Ngatukituki in accordance with clause 3.4 of the collective deed, the Director-General must notify the Forum to convene a Joint Working Party.
- (2) The Joint Working Party consists of not more than 6 members, as follows: 35
 - (a) 3 members nominated by the Director-General; and
 - (b) 3 members nominated by Tauranga Moana Iwi.
- (3) The Tauranga Moana Iwi members of the Joint Working Party convened under **subclause (1)** must include at least 1 member nominated by the Tauranga Moana iwi and hapū with interests in Ngatukituki. 40

- (4) Nominations under **subclauses (2) and (3)** must be made only after having regard to the knowledge, skills, and experience relevant to the tasks to be carried out by the Joint Working Party.
 - (5) Persons nominated under **subclauses (2) and (3)** must be appointed by the Director-General. 5
 - (6) The purpose of the Joint Working Party is to develop, and advise the Director-General on, issues and objectives for a conservation management plan for Ngatukituki that may include—
 - (a) the principal conservation management issues in Ngatukituki; and
 - (b) objectives for— 10
 - (i) providing for Tauranga Moana iwi tikanga and matauranga Māori in conservation management; and
 - (ii) implementing any conservation management strategy that affects Ngatukituki; and
 - (iii) preserving and enhancing the natural character of the environment; and 15
 - (iv) integrating and co-ordinating the management of natural, historical, and traditional resources within Ngatukituki; and
 - (v) maintaining and enhancing indigenous biological diversity and the biological diversity of the environment; and 20
 - (vi) protecting and enhancing the identified habitats of significance for customary activities; and
 - (vii) protecting conservation values.
 - (7) Within 3 months of the Joint Working Party being convened, the Joint Working Party must submit to the Director-General a report on the issues and objectives in relation to the draft conservation management plan. 25
 - (8) The Director-General must prepare the draft conservation management plan having regard to the Joint Working Party report and following legislative requirements.
 - (9) The Director-General must discuss the draft conservation management plan with the Joint Working Party before submitting the plan to the relevant conservation board for approval under 17G of the Conservation Act 1987. 30
- 8 Engagement with relevant conservation board**
- (1) The Director-General must provide to the Forum an annual meeting schedule for the relevant conservation board. 35
 - (2) If the Forum wishes to discuss a matter of regional or national importance in relation to conservation land or natural resources in the Tauranga Moana Iwi area of interest, the Forum may request that it be allowed to address a regular scheduled meeting of the relevant conservation board.

- (3) If the Forum wishes to discuss, present, or make a presentation on the conservation principles document to the relevant conservation board, the Forum may request that it be allowed to address a regular scheduled meeting of the relevant conservation board.
 - (4) If the Forum makes a request to attend a scheduled meeting of the relevant conservation board, that request must— 5
 - (a) be in writing; and
 - (b) set out the matter of regional or national importance that the Forum wishes to discuss or the matter of the presentation on the conservation principles document; and 10
 - (c) be given to the relevant conservation board no less than 20 business days before the date of the scheduled meeting.
 - (5) The relevant conservation board must respond to the Forum no less than 10 business days before the scheduled meeting stating that the Forum may— 15
 - (a) attend that scheduled meeting; or
 - (b) attend a subsequent scheduled meeting.
- 9 Engagement with local area office**
- (1) In the preparation or review of any relevant annual business plans for the local area office, the local area manager must meet with the Forum at the earliest opportunity to discuss any relevant matters. 20
 - (2) Before progressing the annual business plans for the local area for approval, the local area manager must provide the Forum with the annual business planning documents for comment. The Director-General has the final right of approval for those plans.
 - (3) The local area manager and Tauranga Moana iwi and hapū must discuss opportunities for collaborative approaches as to how conservation land vested in iwi or hapū (or both) in settlement legislation could be managed. 25
 - (4) Within 12 months from the effective date, the local area manager and the Forum must jointly develop and agree on a procedure for involvement of Tauranga Moana iwi and hapū in concessions processes. 30
 - (5) In this clause, **local area manager** means the manager for the time being of the local area office.
- 10 Transfer of specific decision-making function to authorise collection of cultural flora**
- (1) The decision-making function of the Director-General that relates to the taking of flora material from conservation protected areas for cultural use by Tauranga Moana iwi and hapū is transferred to and exercisable by Tauranga Moana Iwi. 35
 - (2) The function must be performed in accordance with the cultural materials plan and in terms of clauses 4.56 to 4.64 of Te Kūpenga Framework.

11 Wāhi tapu management agreements

- (1) The Forum may provide to the Director-General—
 - (a) a description of the general locations of wāhi tapu on conservation land in the Te Kūpenga Area; and
 - (b) further information in relation to wāhi tapu on conservation land, which may include, but is not limited to,—
 - (i) a description of specific locations of wāhi tapu;
 - (ii) the nature of the wāhi tapu;
 - (iii) any associated iwi or hapū kaitiaki.
- (2) The Forum may give notice to the Director-General that a wāhi tapu management agreement between Tauranga Moana iwi or Tauranga Moana hapū and the Director-General is to be developed in relation to wāhi tapu identified under **subclause (1)**, in accordance with **subclauses (3) to (9)**.
- (3) If the Forum gives notice under **subclause (2)**, the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General must discuss and agree to a wāhi tapu management agreement in relation to that wāhi tapu.
- (4) The wāhi tapu management agreement agreed between the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General may—
 - (a) include such details relating to wāhi tapu on conservation land as the parties consider appropriate; and
 - (b) provide for the persons identified by the iwi or hapū to undertake management activities on conservation land in relation to specified wāhi tapu.
- (5) If, in accordance with **subclause (4)**, a wāhi tapu management agreement includes an agreement for persons authorised by the relevant Tauranga Moana iwi or Tauranga Moana hapū to undertake management activities, the agreement—
 - (a) must specify the scope and duration of the work that may be undertaken; and
 - (b) constitutes lawful authority to undertake the work specified under **paragraph (a)**.
- (6) A wāhi tapu management agreement—
 - (a) must be prepared without undue formality and in a manner agreed between the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General; and
 - (b) has effect as the management agreement for the area it covers as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987; and

- (c) must be reviewed at intervals to be agreed between the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General; and
 - (d) must be made publicly available if the parties consider that appropriate.
- (7) Any conservation management strategy that affects the Te Kūpenga Area must— 5
 - (a) acknowledge the role of wāhi tapu management agreements; and
 - (b) reflect the relationship between the relevant Tauranga Moana iwi or Tauranga Moana hapū, and wāhi tapu; and
 - (c) reflect the importance of the protection of wāhi tapu. 10
- (8) The discussion between the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General in relation to annual planning referred to in the relationship agreement must include a discussion of—
 - (a) management activities in relation to wāhi tapu; and
 - (b) any relevant wāhi tapu management agreement. 15
- (9) If the relevant Tauranga Moana iwi or Tauranga Moana hapū provide any information relating to wāhi tapu to the Director-General in confidence, the Director-General must respect that obligation of confidence to the extent to which the Director-General is able to do so under the relevant enactments.
- (10) References in this clause to the relevant Tauranga Moana iwi or Tauranga Moana hapū include references to both the relevant Tauranga Moana iwi and any relevant Tauranga Moana hapū, as the case requires. 20
- (11) In this clause, **Tauranga Moana iwi** means 1 or more of the following:
 - (a) Ngā Hapū o Ngāti Ranginui:
 - (b) Ngāi Te Rangi: 25
 - (c) Ngāti Pūkenga.

12 Wānanga sites

- (1) The Director-General must create wānanga sites to enable members of Tauranga Moana iwi and hapū to temporarily occupy such sites for educational purposes without requiring a concession under Part 3B of the Conservation Act 1987. 30
- (2) The creation of a wānanga site does not override other statutory requirements relating to the use of the sites and the activity carried out on the sites.
- (3) Neither the Minister of Conservation nor the Director-General may issue hunting permits to hunt or kill or carry firearms on a wānanga site created under this clause. 35
- (4) No more than 9 wānanga sites are to be operational under this clause at any one time.

- (5) The Forum, in consultation with the Tauranga Moana iwi and hapū, must identify the locations of the wānanga sites and any replacement wānanga sites.
- (6) The Forum may authorise the use of a wānanga site created under this clause up to 4 times in any calendar year, and the site may be used for up to 7 days on each of those 4 occasions. 5
- (7) The Forum must give the Director-General at least 10 working days' prior notice of intention to use a wānanga site.
- (8) While a wānanga site is in use,—
 - (a) no other person, except an agent of the Crown or any other person empowered by statute and exercising a statutory power, may enter the land occupied by the site: 10
 - (b) Department of Conservation staff and contractors engaged by the department must not enter the site except in the case of an emergency, including fire control, search and rescue operations, or for law enforcement purposes: 15
 - (c) a user authorised by the Forum may erect camping shelters or similar temporary accommodation.
- (9) At the end of each period of use of a wānanga site under **subclause (6)**, the authorised user must remove any shelters and temporary accommodation and leave the wānanga site in substantially the same condition as it was at the start of that period. 20
- (10) Except for the use authorised by this clause, the existence of a wānanga site does not of itself provide evidence of any estate or interest in, or any rights of any kind relating to, the wānanga site.
- (11) Except as provided in **subclause (8)**, the existence of a wānanga site does not affect the lawful rights or interests of any other person. 25
- (12) The Minister of Conservation may, after consulting the Forum and by written notice to the Forum, terminate a wānanga site if—
 - (a) the land on which the wānanga site is located ceases to be owned by the Crown; or 30
 - (b) the land on which the wānanga site is located is destroyed or permanently detrimentally affected by a natural event; or
 - (c) the rights relating to the use of the wānanga site are breached and—
 - (i) the Minister considers that the breach is capable of being remedied and gives the Forum written notice specifying the breach and specifying the Minister's proposed remedy and time frame for remedying the breach, but the breach is not remedied in the time frame specified by the Minister; or 35
 - (ii) the Minister considers that the breach is not capable of being remedied. 40

- (13) If a wānanga site is terminated under **subclause (12)**, the Minister of Conservation, in consultation with the Forum, must take reasonable steps to provide a replacement wānanga site on conservation land within the Te Kūpenga Area.

13 Conservation relationship agreement

The Minister of Conservation, the Director-General, and Tauranga Moana Iwi must enter into a conservation relationship agreement in the form set out in appendix 2 of part 3 of the documents schedule. 5

14 Noting of conservation relationship agreement on conservation documents

- (1) The Director-General must ensure that a summary of the conservation relationship agreement is noted on every conservation document affecting the Te Kūpenga Area. 10

- (2) The noting of the summary—

- (a) is for the purpose of public notice only; and
- (b) does not amend a conservation document for the purposes of the Conservation Act 1987 or the National Parks Act 1980. 15

- (3) In this clause, **conservation document** means a national park management plan, conservation management plan, conservation management strategy, or freshwater fisheries management plan.

15 Conservation relationship agreement subject to rights, functions, duties, and powers 20

- (1) The conservation relationship agreement does 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, including, for example, the ability to—

- (i) introduce legislation and change Government policy; and 25
- (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 the Minister of Conservation, the Director-General, or any officials or statutory officers of the Department of Conservation; or 30

- (c) the legal rights of Tauranga Moana Iwi or a representative entity.

- (2) The conservation relationship agreement does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed, or administered under the conservation legislation. 35

16 Enforcement of conservation relationship agreement

- (1) The Crown must comply with the conservation relationship agreement while it is in force.
- (2) If the Crown fails to comply with the conservation relationship agreement without good cause, the Tauranga Moana Iwi may enforce the conservation relationship agreement, subject to the Crown Proceedings Act 1950. 5
- (3) Despite **subclause (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with the conservation relationship agreement.
- (4) To avoid doubt, **subclause (3)** does not affect the ability of a court to award costs incurred by the Tauranga Moana Iwi in enforcing the conservation relationship agreement under **subclause (2)**. 10
- (5) **Subclause (2)** does not affect any contract entered into between the Minister of Conservation or the Director-General and the Tauranga Moana Iwi, including any contract for service or concession. 15

Schedule 3

Notices in relation to RFR land

ss 47, 69, 75(3)

1 Requirements for giving notice

A notice by or to an RFR landowner or the Limited Partnership under **subpart 2 of Part 3** must be— 5

- (a) in writing and signed—
 - (i) by the person giving it; or
 - (ii) in accordance with the Limited Partnership agreement, for a notice given by the Limited Partnership; and 10
- (b) addressed to the recipient at the street address, postal address, fax number, or electronic address,—
 - (i) for a notice to the Limited Partnership, specified for the Limited Partnership in accordance with the collective deed, or in a later notice given by the Limited Partnership to the RFR landowner, or identified by the RFR landowner as the current address, fax number, or electronic address of the Limited Partnership; or 15
 - (ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 50**, or in a later notice given to the Limited Partnership, or identified by the Limited Partnership as the current address, fax number, or electronic address of the RFR landowner; and 20
- (c) for a notice given under **section 66 or 68**, addressed to the chief executive of LINZ at the Wellington office of LINZ; and
- (d) given by— 25
 - (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 30

Despite **clause 1**, a notice given in accordance with **clause 1(a)** may be given by electronic means as long as the notice is given with an electronic signature that satisfies section 22(1)(a) and (b) of the Electronic Transactions Act 2002.

3 Time when notice received 35

- (1) A notice is to be treated as having been received—
 - (a) at the time of delivery, if delivered by hand; or

-
- (b) on the fourth day after posting, if posted; or
 - (c) at the time of transmission, if faxed or sent by other electronic means.
- (2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received—
- (a) after 5 pm on a working day; or
 - (b) on a day that is not a working day.

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Schedule 4

Cultural redress properties

ss 105, 121, 122

Properties vested in fee simple to be administered as reserves

Name of property	Description	Interests
Ohauti	<i>South Auckland Land District—Western Bay of Plenty District</i> 86.2200 hectares, more or less, being Lot 3 DPS 33047. All computer freehold register SA31B/747.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to a right of way easement over part marked A on DPS 33047, specified in easement certificate H521206.4.
Omanawa River property	<i>South Auckland Land District—Western Bay of Plenty District</i> 198.0000 hectares, more or less, being Section 1 SO 60416. Part Gazette 1865, p 187.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Tahawai	<i>South Auckland Land District—Western Bay of Plenty District</i> 9.04 hectares, approximately, being Part Lot 9 DP 5099. Part Gazette 1982, p 1932. 0.96 hectares, approximately, being Part Section 3 Block XI Aongatete Survey District. Part Gazette 1982, p 4169. Subject to survey. As shown on OTS-078-016. <u>10.0000 hectares, more or less, being Section 2 SO 471064. Part Gazette 1982, p 1932, and part Gazette 1982, p 4169.</u>	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to unregistered hunting permits.
Te Awa o Ngāumuwahine	<i>South Auckland Land District—Western Bay of Plenty District</i> 55.0 hectares, approximately, being Part Section 10 Block III Opoutihi Survey District. Part computer freehold register SA137/53. Subject to survey. As shown on OTS-078-021. <u>55.0000 hectares, more or less, being Section 3 SO 493915. Part computer freehold register SA137/53.</u>	Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to the right of way easement in gross referred to in section 109(5) . Subject to an unregistered guiding permit with concession number BP-23723-GUI to Golden Fern Trust. Subject to unregistered possum control permits.

Name of property	Description	Interests
Te Hopuni	<i>South Auckland Land District—Western Bay of Plenty District</i> 0.37 hectares, approximately, being Part Allotment 237 Te Puna Parish. Balance Gazette 1908, p 1249. Subject to survey. As shown on OTS-078-011. <u>0.3690 hectares, more or less, being Section 1 SO 470595. Balance Gazette 1908, p 1249.</u>	Local purpose (cultural centre) reserve subject to section 23 of the Reserves Act 1977.
Te Rī o Ruahine	<i>South Auckland Land District—Western Bay of Plenty District</i> 37.97 hectares, approximately, being Part Section 22 Block XV Otanewainuku Survey District. Part Gazette 1947, p 481. 59.62 hectares, approximately, being Parts Section 23 Block XV Otanewainuku Survey District. Part Gazette 1920, p 2116. Subject to survey. As shown on OTS-078-008. <u>97.2590 hectares, more or less, being Sections 1 and 2 SO 471596. Part Gazette 1947, p 481, and part Gazette 1920, p 2116.</u>	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Te Rī o Tamarāwaho	<i>South Auckland Land District—Western Bay of Plenty District</i> 76.0808 hectares, more or less, being Section 1 Block III Rotorua Survey District. Part Gazette 1920, p 2107.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Te Wai o Ngāumuwahine	<i>South Auckland Land District—Western Bay of Plenty District</i> 60.0 hectares, approximately, being Part Lots 22, 23, 24, and 25 DP 5099 and Part Waimanu 1F. Part Gazette 1982, p 1932. Subject to survey. As shown on OTS-078-012. <u>60.0000 hectares, more or less, being Section 2 SO 493915. Part Gazette 1982, p 1932.</u>	Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to the right of way easement in gross referred to in section 113(5). Subject to an unregistered guiding permit with concession number BP-23723-GUI to Golden Fern Trust. Subject to unregistered hunting permits.

Name of property	Description	Interests
Waikareao Estuary property	<i>South Auckland Land District—Tauranga City</i> 0.6 hectares, approximately, being part marginal strip adjoining Lot 15 DPS 3403 Huria A22 and A23 and parts Huria E and Ngai Tamarawaho Crescent. Subject to survey. As shown on OTS 078-010. <u>0.4698 hectares, more or less, being Sections 1 and 3 SO 471646.</u>	Subject to unregistered possum control permits. Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to an unregistered licence with concession number BP-22916-OTH (dated 28 August 2008, with variation dated 20 August 2012) to Tauranga City Council.
Waimanu ki uta	<i>South Auckland Land District—Western Bay of Plenty District</i> 80.00 hectares, approximately, being Part Waimanu 1F. Part Gazette 1982, p 1932. Subject to survey. As shown on OTS-078-004. <u>80.0000 hectares, more or less, being Section 1 SO 493915. Part Gazette 1982, p 1932.</u>	Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to the right of way easement in gross referred to in section 115(5) . Subject to an unregistered guiding permit with concession number BP-23723-GUI to Golden Fern Trust. Subject to unregistered hunting permits. Subject to unregistered possum control permits.
Wainui River property	<i>South Auckland Land District—Western Bay of Plenty District</i> 47.7782 hectares, more or less, being Allotment 335 Apata Parish. All Gazette 1974, p 945.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to an unregistered national plant pest control trial.
Waireia	<i>South Auckland Land District—Western Bay of Plenty District</i> 121.4056 hectares, more or less, being Waimanu 1B. Part Proclamation 1853.	Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to unregistered hunting permits. Subject to historic grazing associated with a give-and-take fencing arrangement.

Properties vested in fee simple subject to conservation covenants

Name of property	Description	Interests
Oraeroa	<i>South Auckland Land District—Western Bay of Plenty District</i>	Subject to the conservation covenant referred to in section 118(3) . Subject to unregistered hunting permits.

Name of property	Description	Interests
Te Kaki	10.00 hectares, approximately, being Part Lot 9 DP 5099. Part <i>Gazette</i> 1982, p 1932. Subject to survey. As shown on OTS-078-015.	
	<u>10.0000 hectares, more or less, being Section 1 SO 471064. Part <i>Gazette</i> 1982, p 1932.</u>	
	<i>South Auckland Land District—Western Bay of Plenty District</i>	Subject to the conservation covenant referred to in section 119(3) .
	3.6 hectares, approximately, being Part Section 10 Block XIV Otanewainuku Survey District. Part <i>Gazette</i> 1922, p 3069. Subject to survey. As shown on OTS-078-009.	Subject to unregistered hunting permits.
	<u>3.5850 hectares, more or less, being Section 1 SO 471798. Part <i>Gazette</i> 1922, p 3069.</u>	

School property vested in fee simple subject to lease

Name of property	Description	Interests
Omokoroa School property	<i>South Auckland Land District—Tauranga City</i> 3.1976 hectares, more or less, being Lot 2 DPS 88133. All computer freehold register SA69D/461.	Subject to the lease referred to in section 120(2) . Subject to a consent notice pursuant to section 221(1) of the Resource Management Act 1991. Document B668716.2.

Schedule 5

Ngā pae maunga: properties jointly vested in fee simple to be administered as reserves

ss 135, 142–144

Name of property	Description	Interests
Ōtanewainuku	<i>South Auckland Land District—Western Bay of Plenty District</i> 123.8969 hectares, more or less, being Section 1 SO 468244. Part <i>Gazette</i> 1947, p 481, 1920, p 2119, 1879, p 781, and 1884, p 238.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to the right of way easement in gross referred to in section 137(6). Subject to an unregistered guiding permit with concession number BP-23723-GUI to Golden Fern Trust. Subject to an unregistered guiding permit with concession number NM-34405-GUI to Black Sheep Touring Company Limited.
Pūwhenua	<i>South Auckland Land District—Western Bay of Plenty District</i> 66.6000 hectares, more or less, being Section 1 SO 466075. Part computer freehold register SA68A/371 and part <i>Gazette</i> 1940, p 1059.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Together with a right of way easement created by easement instrument 9415471.1. Together with a right of way easement created by easement instrument 9415486.1. Together with a right of way easement created by easement instrument 9418923.1. Together with a right of way easement created by easement instrument 9419109.1. Together with a right of way easement created by easement instrument 9420594.1. Together with a right of way easement created by easement instrument 9420663.1. Together with a right of way easement created by easement instrument 9505068.1.

Schedule 6

Notices in relation to RFR land

ss 165, 190, 197(3)

1 Requirements for giving notice

A notice by or to an RFR landowner or the trustees under **subpart 4 of Part 6** must be— 5

- (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; and 10
- (b) addressed to the recipient at the street address, postal address, fax number, or electronic address,—
 - (i) for a notice to the trustees, specified for the trustees in accordance with the deed of settlement, or in a later notice given by the trustees to the RFR landowner, or identified by the RFR landowner as the current address, fax number, or electronic address of the trustees; or 15
 - (ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 169**, or in a later notice given to the trustees, or identified by the trustees as the current address, fax number, or electronic address of the RFR landowner; and 20
- (c) for a notice given under **section 187 or 189**, 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 25
 - (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 **clause 1(a)**, may be given by electronic means as long as the notice is given with an electronic signature that satisfies section 22(1)(a) and (b) of the Electronic Transactions Act 2002. 30

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 35
 - (b) on the fourth day after posting, if posted; or

- (c) at the time of transmission, if faxed or sent by other electronic means.
- (2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received—
 - (a) after 5 pm on a working day; or
 - (b) on a day that is not a working day.

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Legislative history

3 November 2015
13 April 2016

Introduction (Bill 84–1)
First reading and referral to Māori Affairs Committee