Reprint
as at 1 September 2017

Te Aupouri Claims Settlement Act 2015

Public Act	2015 No 77
Date of assent	22 September 2015
Commencement	see section 2

Contents

Note

Changes authorised by subpart 2 of Part 2 of the Legislation Act 2012 have been made in this official reprint.

Note 4 at the end of this reprint provides a list of the amendments incorporated.

This Act is administered by the Ministry of Justice.

The Parliament of New Zealand enacts as follows:

1 Title

This Act is the Te Aupouri Claims Settlement Act 2015.

2 Commencement

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

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

Preliminary matters

3 Purpose

The purpose of this Act is—

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

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

4 Provisions to take effect on settlement date

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

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

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

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

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

5 Act binds the Crown

This Act binds the Crown.

6 Outline

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

(2) This Part—

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

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

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

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

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

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

(g) provides for—

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

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

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

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

(v) access to the deed of settlement.

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

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

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

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

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

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

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

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

(vi) in subpart 7, the alteration of certain official geographic names.

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

(a) in subpart 1, the transfer of commercial redress properties and a commercial property (if any); and

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

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

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

(5) Part 4 sets out the transitional provisions required to enable Te Aupouri governance reorganisation.

(6) There are 6 schedules, as follows:

(a) Schedule 1 describes the cultural redress properties:

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

(c) Schedule 3 describes the korowai:

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

(e) Schedule 5 sets out provisions that apply to notices given in relation to RFR land:

(f) Schedule 6 provides for the transfer of certain assets of Te Aupouri Maori Trust Board.

Summary of historical background

7 Summary of historical background to claims by Te Aupouri

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

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

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

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

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

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

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

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

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

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

(10) In the 1960s, the Crown and Te Aupouri both contributed land to the development of the Aupouri State Forest. By 1983, forestry had become the main source of local employment. Employment opportunities declined after the commercial arm of the Forest Service became a state enterprise in 1987. Cutting rights were sold and companies contracted their own staff, which meant that many Te Aupouri lost their jobs.

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

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

devastated Te Aupouri social structures, culture, heritage, traditional knowledge and identity.

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

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

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

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

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

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

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

Karauna kia utua taua nama, ka tukuna mai taua whenua ki Te Kaunihera Whenua Māori o Tokerau (nō muri mai ka tohua ko te Poari).

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

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

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

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

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

te take. Nā roto i tēnei āhua, ka kitea kua hanga memeha haere te mita o te reo o Te Aupouri hei reo mataora.

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

8 Acknowledgements and apology

Sections 9 and 10 record the text of the acknowledgements of, and the apology offered by, the Crown to Te Aupouri in the deed of settlement.

9 Acknowledgements

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

(2) The Crown acknowledges—

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

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

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

Land transactions pre-1865

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

(4) The Crown acknowledges that—

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

(b) this process for determining reparation was prejudicial to Te Aupouri and caused the alienation of land in which they had interests and this

was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

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

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

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

(6) The Crown also acknowledges that—

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

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

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

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

(8) The Crown acknowledges that it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it took Motuopao Island for a lighthouse reserve in 1875, despite having notified the Native Land Court in 1870 that it would not claim this land as surplus.

Operation and impact of native land laws

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

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

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

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

(10) The Crown acknowledges that—

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

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

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

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

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

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

(g) this deprived Te Aupouri of their rights as owners to full control of the administration of their own land at Pārengarenga and reduced the land available for Te Aupouri use to 3 small reserves at Pārengarenga and Te Kao, which contributed greatly to their impoverishment; and

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

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

Development assistance

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

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

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

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

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

Socio-economic consequences

(15) The Crown acknowledges that—

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

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

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

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

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

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

(18) The Crown acknowledges that Te Aupouri have honoured their obligations under te Tiriti o Waitangi/the Treaty of Waitangi throughout the generations and have made significant contributions to the development and wealth of the

nation, including helping to meet the nation's defence obligations through overseas service during the twentieth century.

10 The Crown's apology to Te Aupouri

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

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

(3) The Crown unreservedly apologises for not having honoured its obligations to Te Aupouri under te Tiriti o Waitangi/the Treaty of Waitangi. Through this settlement, the Crown seeks to atone for its wrongs and looks forward to building a new relationship with Te Aupouri based on mutual trust, shared decision-making, co-operation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Interpretation

11 Interpretation of Act generally

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

12 Interpretation

In this Act, unless the context otherwise requires,—

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

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

attachments means the attachments to the deed of settlement

Aupouri Forest has the meaning given in section 138

commercial property has the meaning given in section 138

commercial redress property has the meaning given in section 138

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

computer register—

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

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

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

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

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

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

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

Crown forest land has the meaning given in section 138

Crown forestry licence has the meaning given in section 138

cultural redress property has the meaning given in section 22

deed of settlement—

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

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

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

(b) includes—

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

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

Director-General means the Director-General of Conservation

documents schedule means the documents schedule of the deed of settlement

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

historical claims has the meaning given in section 14

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

korowai means the conservation redress provided for in part 7 of the deed of settlement and in subpart 3 of Part 2

LINZ means Land Information New Zealand

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

member of Te Aupouri means an individual referred to in section 13

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

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

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

Peninsula Block has the meaning given in section 138

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

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

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

representative entity means—

(a) the trustees of Te Rūnanga Nui; and

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

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

  (ii) 1 or more of the whānau, hapū, or groups that together form the collective group referred to in section 13(1)(b); or

  (iii) 1 or more members of Te Aupouri

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

reserve property has the meaning given in section 22

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

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

RFR date, **RFR land**, **balance RFR land**, **RFR period**, **exclusive RFR land**, and **shared RFR land** have the meanings given in section 154

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

statutory acknowledgement has the meaning given in section 111

Te Aupouri has the meaning given in section 13

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

Te Hiku o Te Ika iwi——

(a) means any or all of the following:

(i) Ngāti Kuri:

(ii) Te Aupouri:

(iii) NgāiTakoto:

(iv) Te Rarawa; and

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

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

(ii) subpart 2 of Part 3 (which relates to the RFR redress)

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

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

(i) Ngāti Kuri:

(ii) Te Aupouri:

(iii) NgāiTakoto:

(iv) Te Rarawa; and

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

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

(ii) subpart 2 of Part 3 (which relates to the RFR redress)

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

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

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

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

tikanga means customary values and practices

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

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

working day means a day other than—

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

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

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

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

13 Meaning of Te Aupouri

(1) In this Act, **Te Aupouri** means—

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

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

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

(2) In this section and section 14,—

customary rights means rights according to tikanga Māori, including—

(a) rights to occupy land; and

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

descended means a person descended from another person by—

(a) birth:

(b) legal adoption:

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

Te Aupouri tūpuna means the individuals who exercised customary rights—

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

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

14 Meaning of historical claims

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

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

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

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

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

(a) is founded on a right arising—

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

(ii) under legislation; or

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

(iv) from a fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation.

(3) The historical claims include—

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

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

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

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

(iv) Wai 1663 (Te Kao Block 34); and

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

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

(ii) Wai 45 (Muriwhenua Land); and

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

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

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

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

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

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

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

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

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

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

(xiii) Wai 2000 (Harihona Whanau claim).

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

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

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

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

Historical claims settled and jurisdiction of courts, etc, removed

15 Settlement of historical claims final

(1) The historical claims are settled.

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

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

(4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including, without limitation, the jurisdiction to inquire or further inquire into, or to make a finding or recommendation) in respect of—

(a) the historical claims; or

(b) the deed of settlement; or

(c) this Part or Parts 2 to 4; or

(d) the redress provided under the deed of settlement or this Part or Parts 2 to 4.

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

Amendment to Treaty of Waitangi Act 1975

16 Amendment to Treaty of Waitangi Act 1975

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

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

Resumptive memorials no longer to apply

17 Certain enactments do not apply

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

(a) to a cultural redress property; or

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

(c) to a commercial redress property; or

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

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

(2) The enactments are—

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

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

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

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

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

18 When resumptive memorials must be cancelled

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

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

(b) that is contained in a certificate of title or computer register that has a resumptive memorial entered under any enactment listed in section 17(2).

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

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

(b) the RFR date applying to—

(i) the exclusive RFR land:

(ii) the shared RFR land; or

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

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

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

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

(b) cancel each memorial entered under any enactment referred to in section 17(2) on each certificate of title or computer register identified in the certificate, but only in respect of the allotments identified in the certificate.

Miscellaneous matters

19 Rule against perpetuities does not apply

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

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

(i) Te Rūnanga Nui o Te Aupouri Trust may exist in law; or

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

(b) do not apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.

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

20 Access to deed of settlement

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

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

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

21 Provisions of other Acts that have same effect

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

Part 2
Te Aupouri cultural redress

Subpart 1—Vesting of cultural redress properties

22 Interpretation

In this subpart,—

cultural redress property means each of the following properties, and each property means the land described by that name in Schedule 1:

Properties vested in fee simple

(a) Hukatere Pā:

(b) Murimotu Island:

(c) Te Kao School site A:

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

Properties vested in fee simple subject to conservation covenants

(e) Kahokawa:

(f) Maungatiketike Pā:

(g) Pitokuku Pā:

(h) Taurangatira Pā:

(i) Te Rerepari:

Properties vested in fee simple to be administered as reserves

(j) Te Ārai Conservation Area:

(k) Te Ārai Ecological Sanctuary:

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

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

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

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

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

Lake and lakebed properties vested in fee simple

(q) bed of Lake Ngākeketo:

(r) Waihopo Lake property

joint management body means the body to be established under section 58 to manage Beach sites A, B, C, and D

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

lake means—

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

(b) the airspace above the water; and

(c) the bed below the water

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

Properties vested in fee simple

23 Hukatere Pā

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

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

24 Murimotu Island

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

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

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

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

(b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust under section 23 of the Ngāti Kuri Claims Settlement Act 2015.

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

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

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

25 Te Kao School site A

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

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

26 Waipapariki (Te Kao 76 and 77B)

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

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

Properties vested in fee simple subject to conservation covenants

27 Kahokawa

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

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

(3) Subsections (1) and (2) do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Kahokawa on the terms and conditions set out in part 6.5 of the documents schedule.

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

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

(b) section 27 of the Conservation Act 1987.

28 Maungatiketike Pā

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

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

(3) Subsections (1) and (2) do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Maungatiketike Pā on the terms and conditions set out in part 6.2 of the documents schedule.

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

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

(b) section 27 of the Conservation Act 1987.

29 Pitokuku Pā

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

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

(3) Subsections (1) and (2) do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Pitokuku Pā on the terms and conditions set out in part 6.3 of the documents schedule.

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

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

(b) section 27 of the Conservation Act 1987.

30 Taurangatira Pā

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

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

(3) Subsections (1) and (2) do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Taurangatira Pā on the terms and conditions set out in part 6.4 of the documents schedule.

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

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

(b) section 27 of the Conservation Act 1987.

31 Te Rerepari

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

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

(3) Subsections (1) and (2) do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Te Rerepari on the terms and conditions set out in part 6.6 of the documents schedule.

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

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

(b) section 27 of the Conservation Act 1987.

Properties vested in fee simple to be administered as reserves

32 Te Ārai Conservation Area

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

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

(3) Te Ārai Conservation Area is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.

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

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

(6) The easement—

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

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

33 Te Ārai Ecological Sanctuary

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

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

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

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

34 Te Tomo a Tāwhana (Twin Pā Sites)

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

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

(3) Te Tomo a Tāwhana (Twin Pā Sites) is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.

(4) The reserve is named Te Tomo a Tāwhana Historic Reserve.

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

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

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

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

35 Mai i Waikanae ki Waikoropūpūnoa

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

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

(3) The fee simple estate in Beach site A vests as equal undivided shares in the following as tenants in common:

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

(b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust under section 35 of the Ngāti Kuri Claims Settlement Act 2015; and

(c) a share vests in the trustees of Te Rūnanga o NgāiTakoto under section 26 of the NgāiTakoto Claims Settlement Act 2015; and

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under section 46 of the Te Rarawa Claims Settlement Act 2015.

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

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

(6) The joint management body established by section 58 is the administering body of the reserve and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

(7) Subsection (6) continues to apply despite any subsequent transfer under section 59.

36 Mai i Hukatere ki Waimahuru

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

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

(3) The fee simple estate in Beach site B vests as equal undivided shares in the following as tenants in common:

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

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

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

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under section 47 of the Te Rarawa Claims Settlement Act 2015.

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

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

(6) The joint management body established by section 58 is the administering body of the reserve and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

(7) Subsection (6) continues to apply despite any subsequent transfer under section 59.

37 Mai i Ngāpae ki Waimoho

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

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

(3) The fee simple estate in Beach site C vests as equal undivided shares in the following as tenants in common:

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

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

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

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under section 48 of the Te Rarawa Claims Settlement Act 2015.

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

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

(6) The joint management body established by section 58 is the administering body of the reserve and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

(7) Subsection (6) continues to apply despite any subsequent transfer under section 59.

38 Mai i Waimimiha ki Ngāpae

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

(2) The fee simple estate in Beach site D vests as equal undivided shares in the following as tenants in common:

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

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

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

(d) a share vests in the trustees of Te Rūnanga o Te Rarawa under section 49 of the Te Rarawa Claims Settlement Act 2015.

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

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

(5) The joint management body established by section 58 is the administering body of the reserve and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

(6) Subsection (5) continues to apply despite any subsequent transfer under section 59.

39 Application of Crown forestry licence

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

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

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

(b) administration of the site by the joint management body established under section 58.

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

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

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

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

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

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

40 Lake Ngākeketo Recreation Reserve

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

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

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

(a) the water of the lake; and

(b) the air above the water.

Lake and lakebed properties vested in fee simple

41 Bed of Lake Ngākeketo

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

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

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

(b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust under section 40 of the Ngāti Kuri Claims Settlement Act 2015.

(3) Subsections (1) and (2) do not take effect until the trustees referred to in subsection (2) have jointly provided the Crown with a registrable covenant in relation to the bed of Lake Ngākeketo on the terms and conditions set out in part 6.7 of the documents schedule.

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

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

(b) section 77 of the Reserves Act 1977.

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

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

(a) the waters of the lake; or

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

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

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

42 Waihopo Lake property

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

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

(b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust under section 42 of the Ngāti Kuri Claims Settlement Act 2015.

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

(3) Section 43 sets out further matters applying to the vesting of the Waihopo Lake property.

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

43 Effect of vesting Waihopo Lake property

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

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

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

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

(b) does not include an activity—

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

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

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

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

(a) the waters of Waihopo Lake; or

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

General provisions applying to vesting of cultural redress properties

44 Properties vest subject to, or together with, interests

(1) Each cultural redress property vests under this subpart subject to, or together with, any interests listed for the property in the third column of the table in Schedule 1.

(2) Subsection (3) applies if a cultural redress property vests subject to an unregistered concession, whether or not the concession also applies to land that is not part of a cultural redress property.

(3) The concession continues to apply to the cultural redress property, with any necessary modifications,—

(a) as if the registered proprietors of the property had granted the concession; and

(b) despite any change in the status of the land of the cultural redress property on the settlement date.

(4) In this section, **concession** has the meaning given in section 2(1) of the Conservation Act 1987.

45 Vesting of share of fee simple estate

A reference to the vesting of a fee simple estate in a cultural redress property in sections 49 to 61 (other than in section 51) includes the vesting of an undivided share in the fee simple estate in the property, in the case of jointly vested land.

46 Interests in land for certain reserve properties

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

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

(3) If the reserve property is affected by an interest in land listed for the property in Schedule 1,—

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

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

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

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

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

(5) Subsections (3) and (4) continue to apply despite any subsequent transfer of the reserve land under section 59.

47 Minister of Conservation may grant easements

(1) The Minister of Conservation may grant any easement over a conservation area or reserve that is required to fulfil the terms of the deed of settlement in relation to a cultural redress property.

(2) Any such easement is—

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

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

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

48 Registration of ownership

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

(2) Subsection (3) applies to a cultural redress property (other than a jointly vested property, Te Ārai Conservation Area, or Te Tomo a Tāwhana (Twin Pā sites)), but only to the extent that the property is all of the land contained in a computer freehold register.

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

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

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

(4) Subsection (5) applies to—

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

(b) Te Ārai Conservation Area and Te Tomo a Tāwhana (Twin Pā sites).

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

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

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

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

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

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

(7) Subsections (5) and (6) do not take effect until the completion of any survey necessary to create a computer freehold register.

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

(a) 24 months after the settlement date; or

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

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

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

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

(a) the chief executive of LINZ, in relation to—

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

(ii) Hukatere Pā:

(iii) Waihopo Lake property:

(b) the chief executive of the Ministry of Education, in relation to Te Kao School site A:

(c) the Secretary for Justice, in relation to—

(i) Murimotu Island:

(ii) Mai i Waikanae ki Waikoropūpūnoa:

(iii) Mai i Hukatere ki Waimahuru:

(iv) Mai i Ngāpae ki Waimoho:

(d) the Director-General, in relation to all other cultural redress properties.

49 Application of Part 4A of Conservation Act 1987

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

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

(a) a reserve property; or

(b) Te Kao School site A.

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

(a) bed of Lake Ngākeketo; or

(b) Waihopo Lake property.

(4) The marginal strip reserved by section 24 of the Conservation Act 1987 from the vesting of each of the following properties is reduced to a width of 3 metres:

(a) Maungatiketike Pā:

(b) Pitokuku Pā:

(c) Taurangatira Pā.

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

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

(7) Subsections (2), (3), (5), and (6) do not limit subsection (1).

50 Matters to be recorded on computer freehold register

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

(a) a reserve property (other than a jointly vested property) that the land is subject to—

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

(ii) sections 49(5) and 55 to 57; and

(b) a reserve property that is jointly vested, that the land is subject to—

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

(ii) sections 46(4), 49(5), and 59; and

(c) Te Kao School site A, that the land is subject to—

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

(ii) section 49(6); and

(d) the following properties, that the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strip is reduced to a width of 3 metres:

(i) Maungatiketike Pā:

(ii) Pitokuku Pā:

(iii) Taurangatira Pā; and

(e) bed of Lake Ngākeketo and Waihopo Lake property, that Part 4A of the Conservation Act 1987 does not apply; and

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

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

51 Removal of notifications from computer freehold register

(1) If the reservation of a reserve property under this subpart is revoked for—

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

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

(ii) for a jointly vested property, the property is subject to sections 46(4), 49(5), and 59; and

(iii) for a reserve property other than a jointly vested property, the property is subject to sections 49(5) and 55 to 57; or

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

(2) The Registrar-General must comply with an application received under subsection (1)(a).

(3) If the lease over Te Kao School site A referred to in section 25(2) (or a renewal of that lease) terminates or expires without being renewed in relation to all or part of the property, the registered proprietors of the property must apply in writing to the Registrar-General—

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

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

(ii) the land is subject to section 49(6); or

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

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

(ii) that part is subject to section 49(6).

(4) The Registrar-General must comply with an application received under subsection (3)(a) or (b) free of charge to the applicant.

52 Application of other enactments

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

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

(b) affect other rights to subsurface minerals.

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

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

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

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

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

53 Names of Crown protected areas discontinued

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

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

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

Provisions relating to reserve properties

54 Application of other enactments to reserve properties

(1) The trustees are the administering body of the following reserve properties for the purposes of the Reserves Act 1977:

(a) Te Ārai Conservation Area; and

(b) Te Ārai Ecological Sanctuary; and

(c) Te Tomo a Tāwhana (Twin Pā) Sites.

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

(3) If the reservation by this subpart of all or part of a reserve property is revoked under section 24 of the Reserves Act 1977,—

(a) section 25(2) of that Act applies to the revocation; but

(b) the rest of section 25 of that Act does not apply to the revocation.

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

(5) The Minister must not change the name of a reserve property under section 16(10) of the Reserves Act 1977 without the written consent of the administering body of the property, and section 16(10A) of that Act does not apply to the proposed change.

55 Subsequent transfer of reserve land

(1) This section applies to all, or the part, of a reserve property listed in section 54(1) that remains a reserve under the Reserves Act 1977 after vesting in the trustees under this subpart (**reserve land**).

(2) The fee simple estate in the reserve land may be transferred to any other person or persons (**new owners**), but only in accordance with this section, despite any other enactment or rule of law.

(3) The Minister must give written consent to the transfer of the fee simple estate in the reserve land to the new owners if, on written application, the registered proprietors of the reserve land satisfy the Minister that the new owners are able to—

(a) comply with the Reserves Act 1977; and

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

56 Registration of subsequent transfer

(1) The Registrar-General must, on receiving the documents specified in subsection (2), register the new owners as the proprietors of the fee simple estate in the reserve land.

(2) The documents are—

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

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

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

57 New owners to be administering body

(1) The new owners, from the time of their registration under section 56,—

(a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and

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

(2) Subsection (1) and sections 55 and 56 do not apply to the transfer of the fee simple estate in the reserve land if—

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

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

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

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

Management of Beach sites A, B, C, and D

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

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

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

(a) the trustees; and

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

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

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

(3) Each of the appointers may appoint 2 persons to be members of the joint management body.

(4) A member may be appointed only if the appointer gives written notice to each of the other appointers of the following details:

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

(b) the date on which the appointment is to take effect (which must not be earlier than the date of the notice).

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

(6) An appointment ends after 5 years or when the relevant appointer replaces a member by appointing another member, whichever is the sooner.

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

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

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

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

59 Subsequent transfer of Beach sites A, B, C, and D

(1) This section applies, despite any other enactment or rule of law, to any or all of Beach sites A, B, C, and D as long as the site, or any part of the site, remains a reserve under the Reserves Act 1977 after it is vested in accordance with this subpart.

(2) The fee simple estate in any or all of Beach sites A, B, C, and D may be transferred, but only if 1 of the following conditions is satisfied:

(a) the transferee is Te Kāhui Kaitiaki Rangatiratanga o Te Aupouri Limited; or

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

(3) The instrument to transfer the land must be accompanied by a certificate given by the transferees or the transferees' solicitor, verifying that the requirement of subsection (2)(b) is satisfied.

(4) To avoid doubt, if the fee simple estate in any or all of Beach sites A, B, C, and D is transferred to Te Kāhui Kaitiaki Rangatiratanga o Te Aupouri Limited, the joint management body established by section 58 continues to be the administering body for those sites.

60 Reserve land not to be mortgaged

The registered proprietors of a reserve property must not mortgage, or give a security interest in, all or any part of the property that remains a reserve under the Reserves Act 1977 after the property is vested in the trustees under this subpart.

61 Saving of bylaws, etc, in relation to reserve properties

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

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

Subpart 2—Te Oneroa-a-Tohe redress

Interpretation

62 Interpretation

In this subpart and Schedule 2,—

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

appointers means the governance entities, Councils, and Te Hiku Community Board that appoint members of the Te Oneroa-a-Tohe Board under section 66(1) or (2)(c) and (d), as the case may require

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

beach management plan means the plan required by section 74

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

Central and South Conservation Areas and Ninety Mile Beach Marginal Strip means the areas marked in blue and green on the plan in part 6 of the attachments

commissioners means accredited persons appointed to a panel under section 71

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

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

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

iwi appointer—

(a) means a governance entity referred to in section 66(1)(a) to (d); and

(b) if section 66(2) applies, includes the Ngāti Kahu governance entity or the mandated representatives of Ngāti Kahu

local government legislation means—

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

(b) the Local Government Act 2002; and

(c) the Local Government Act 1974; and

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

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

panel means a panel of not fewer than 2 commissioners appointed under section 71 for the purpose of hearing and determining an application for a resource consent that relates to the whole or a part of the Te Oneroa-a-Tohe management area

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

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

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

Te Oneroa-a-Tohe Board and **Board** mean the Te Oneroa-a-Tohe Board established by section 64(1)

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

(a) the marine and coastal area; and

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

(c) the Central and South Conservation Areas and Ninety Mile Beach Marginal Strip (to the extent that section 63 does not apply); and

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

(i) the Board; and

(ii) the owner or administrator of the land

Te Oneroa-a-Tohe redress means the redress provided by or under this subpart and part 6 of the deed of settlement.

Removal of conservation area status

63 Status of Central and South Conservation Areas and Ninety Mile Beach Marginal Strip

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

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

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

Establishment, status, purpose, and membership of Board

64 Establishment and status of Board

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

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

(a) is a permanent committee; and

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

(3) Despite the membership of the Board provided for by section 66, the Board is a joint committee of the Councils for the purposes of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.

(4) Each member of the Board must—

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

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

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

65 Purpose of Board

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

66 Appointment of members of Board

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

- (a) 1 member appointed by the trustees:
- (b) 1 member appointed by the trustees of the Te Manawa O Ngāti Kuri Trust:
- (c) 1 member appointed by the trustees of Te Rūnanga o NgāiTakoto:
- (d) 1 member appointed by the trustees of Te Rūnanga o Te Rarawa:
- (e) 2 members appointed by the Northland Regional Council, being councillors holding office:
- (f) 2 members appointed by the Far North District Council, being the mayor and a councillor holding office.

(2) If the Minister gives notice under section 67(4) that Ngāti Kahu will participate in the Te Oneroa-a-Tohe redress on an interim basis, the Board consists of 10 members, appointed as follows:

- (a) 4 members appointed by the iwi appointers referred to in subsection (1)(a) to (d); and
- (b) 1 member appointed by the mandated representatives of Ngāti Kahu (or its governance entity if there is one); and
- (c) 4 members appointed as provided for in subsection (1)(e) and (f); and
- (d) 1 member appointed by the Community Board (but who may not necessarily be a member of the Community Board).

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

- (a) participate effectively in carrying out the functions of the Board; and
- (b) contribute to achieving the purpose of the Board.

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

- (a) participate effectively in carrying out the functions of the Board; and
- (b) contribute to achieving the purpose of the Board.

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

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

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

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

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

(2) The notice must specify the conditions—

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

(b) that must apply to the continuing participation of Ngāti Kahu, including a condition that the person referred to in paragraph (a) must continue to be approved as the appointee to that position by the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one).

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

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

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

(b) each of the iwi appointers referred to in section 66(1)(a) to (d).

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

(a) reasonable notice of the breach; and

(b) a reasonable opportunity to remedy the breach.

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

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

Functions and powers of Board

68 Functions and powers of Board

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

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

(a) is consistent with tikanga Māori; and

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

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

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

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

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

(i) Te Hiku o Te Ika iwi; and

(ii) the Councils; and

(iii) any relevant beach management agencies; and

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

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

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

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

(g) to engage and work collaboratively with the joint management body established under section 58 for Beach sites A, B, C, and D; and

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

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

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

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

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

(a) this subpart; and

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

69 Power of Board to make requests to beach management agencies

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

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

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

(2) The Board must—

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

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

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

(a) provide the information or advice; and

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

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

(a) provide information to the Board as specified by the Board:

(b) attend a meeting of the Board.

Resource consent applications

70 Criteria for appointment of commissioners

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

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

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

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

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

71 Procedure for appointing hearing panel

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

(2) Not later than 15 working days after the notice is received, the members of the Board appointed by the iwi appointers under section 66 or 67 must appoint up to half of the members of the panel from the list of commissioners compiled under section 70(1)(b).

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

(a) up to half of the members of the panel from the list of commissioners compiled under section 70(1)(b); and

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

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

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

72 Obligation of Councils

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

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

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

73 Obligation of Board

The Board must provide guidelines to the Councils as to the information that is required under section 72, including—

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

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

Beach management plan

74 Preparation and approval of beach management plan

(1) The Board must prepare and approve a beach management plan as provided for by section 68(3)(a) in accordance with the requirements set out in Part 2 of Schedule 2.

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

(3) The members of the Board appointed by the iwi appointers and referred to in section 66(1)(a) to (d) are the members of the subcommittee.

75 Purpose and contents of beach management plan

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

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

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

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

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

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

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

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

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

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

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

Effect of beach management plan on specified planning documents

76 Effect of beach management plan on RMA planning documents

(1) Each time a Council prepares, reviews, varies, or changes an RMA planning document relating to the whole or a part of the Te Oneroa-a-Tohe management area, the Council must recognise and provide for the vision, objectives, and desired outcomes identified in the beach management plan under section 75(1)(a).

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

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

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

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

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

77 Effect of beach management plan on conservation documents

(1) Each time a conservation management strategy relating to the whole or a part of the Te Oneroa-a-Tohe management area is prepared under subpart 3, the Director-General and Te Hiku o Te Ika iwi must have particular regard to the vision, objectives, and desired outcomes identified in the beach management plan under section 75(1)(a).

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

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

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

(b) those obligations are able to be carried out consistently with the purpose of the Conservation Act 1987.

(4) This section does not limit the provisions of Part 3A of the Conservation Act 1987.

78 Effect of beach management plan on local government decision making

The Councils must take the beach management plan into account when making decisions under the Local Government Act 2002, to the extent that the beach management plan is relevant to the local government issues in the Te Oneroa-a-Tohe management area.

Application of other Acts

79 Application of other Acts to Board

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

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

(b) the Local Government Act 1974; and

(c) the Local Government Act 2002; and

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

(2) Clause 31(1) of Schedule 7 of the Local Government Act 2002 applies only to the members of the Board appointed by the Councils.

(3) Clauses 23(3)(b), 24, 26(3) and (4), 27, 30(2), (3), (5), and (7), and 31(2) and (6) of Schedule 7 of the Local Government Act 2002 do not apply to the Board.

(4) Clauses 19, 20, and 22 of Schedule 7 of the Local Government Act 2002 apply to the Board subject to—

(a) the references to a local authority being read as references to the Board; and

(b) the reference in clause 19(5) to the chief executive being read as a reference to the chairperson of the Board.

(5) To the extent that the rest of Schedule 7 of the Local Government Act 2002 is applicable, it applies to the Board subject to all references to—

(a) a local authority being read as references to the Board; and

(b) a member of a committee of a local authority being read as references to the persons appointed by the persons or bodies specified in section 66.

Subpart 3—Korowai

80 Interpretation

In this subpart and Schedule 3,—

Conservation Authority and **Authority** mean the New Zealand Conservation Authority established under section 6A of the Conservation Act 1987

conservation land means land administered by the Department of Conservation under the conservation legislation

conservation legislation means the Conservation Act 1987 and the Acts specified in Schedule 1 of that Act

conservation protected area means, for the purposes of the customary materials plan for customary taking, an area above the line of mean high-water springs that is—

(a) a conservation area under the Conservation Act 1987; or

(b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or

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

contact person means the person nominated for the purpose under clause 7.149 of the deed of settlement

customary materials plan means the plan provided for by section 107 and Part 3 of Schedule 3

customary taking means the taking and use of parts of plants for customary purposes

dead protected animal—

(a) means the dead body or part of the dead body of an animal protected under the conservation legislation; but

(b) does not include the body or part of the body of a dead marine mammal

draft document means the draft Te Hiku o Te Ika conservation management strategy (**CMS**) required by section 90

korowai area—

(a) means the land administered by the Department of Conservation, as shown on the plan included as Appendix 3 to part 7 of the deed of settlement; and

(b) includes—

(i) any additional land, if its inclusion is agreed by the Crown, Te Hiku o Te Ika iwi, and any other relevant neighbouring iwi; and

(ii) if the conservation legislation applies to land or resources not within the area specified in paragraph (a) or this paragraph, that

land and those resources, but only for the purposes of the korowai; and

(iii) the common marine and coastal area adjacent to the land referred to in paragraph (a) or this paragraph, but only for the purposes of the korowai

Minister means the Minister of Conservation

Ngāti Kahu area of interest means (other than in section 86) the area that Ngāti Kahu identify as their area of interest in any deed entered into by the Crown and representatives of Ngāti Kahu to settle the historical claims of Ngāti Kahu

nominator—

(a) means an entity with responsibility for nominating a member of the Conservation Board under section 85(1)(a); and

(b) if section 85(2) applies, includes the member appointed under paragraph (b) of that provision

Northland CMS means the conservation management strategy, consisting of—

(a) the Te Hiku CMS described in section 87(a); and

(b) the CMS described in section 87(b)

parties means—

(a) Te Hiku o Te Ika iwi acting collectively through their representatives; and

(b) the Director-General

plant has the meaning given in section 2(1) of the Conservation Act 1987

plant material means parts of plants taken in accordance with the customary materials plan

relationship agreement means the agreement entered into under clauses 7.130 and 7.131 of the deed of settlement

representatives, in relation to Te Hiku o Te Ika iwi, means the representatives appointed in accordance with clause 7.148 of the deed of settlement to act collectively in relation to—

(a) the Te Hiku CMS; and

(b) the customary materials plan; and

(c) the relationship agreement

Te Hiku o Te Ika Conservation Board and **Conservation Board** mean the board of that name established by section 82

Te Hiku o Te Ika conservation management strategy and **Te Hiku CMS** mean the part of the Northland CMS that applies to the korowai area

Te Rerenga Wairua Reserve means the area shown in Appendix 4 to part 7 of the deed of settlement

wāhi tapu framework means the framework provided for by section 108

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

Overview of, and background to, korowai redress

81 Overview and background

(1) The provisions of this subpart, Schedule 3, and part 7 of the deed of settlement provide the framework for the korowai redress, consisting of the following elements:

(a) the Te Hiku o Te Ika Conservation Board; and

(b) the Te Hiku o Te Ika conservation management strategy; and

(c) a customary materials plan, wāhi tapu framework, and relationship agreement.

(2) Ngāti Kuri, Te Aupouri, NgāiTakoto, Te Rarawa, and the Crown are committed under the korowai to establishing, maintaining, and strengthening their positive, co-operative, and enduring relationships, guided by the following principles:

Relationship principles

(a) giving effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi:

(b) respecting the autonomy of each party and its individual mandate, role, and responsibility:

(c) actively working together using shared knowledge and expertise:

(d) co-operating in partnership in a spirit of good faith, integrity, honesty, transparency, and accountability:

(e) engaging early on issues of known interest to any of the parties:

(f) enabling and supporting the use of te reo Māori and tikanga Māori:

(g) acknowledging that the parties' relationship is evolving:

Conservation principles

(h) promoting and supporting conservation values:

(i) ensuring public access to conservation land:

(j) acknowledging the Kaupapa Tuku Iho (**inherited values**):

(k) supporting a conservation ethos by—

(i) integrating an indigenous perspective; and

(ii) enhancing a national identity:

(l) recognising and acknowledging the role and value of the cultural practices of local hapū in conservation management:

(m) recognising the full range of public interests in conservation land and taonga.

Te Hiku o Te Ika Conservation Board established

82 Establishment of Te Hiku o Te Ika Conservation Board

(1) Te Hiku o Te Ika Conservation Board is established, and is to be treated as established, under section 6L(1) of the Conservation Act 1987.

(2) On and from the settlement date, the Conservation Board established by this section—

(a) is a Conservation Board under the Conservation Act 1987 with jurisdiction in the korowai area; and

(b) must carry out, in the korowai area, the functions specified in section 6M of that Act; and

(c) has the powers conferred by section 6N of that Act.

83 Application of Conservation Act 1987 to Conservation Board

In this subpart, the Conservation Act 1987 applies to the Conservation Board unless, and to the extent that, clause 2 of Schedule 3 provides otherwise.

84 Role and jurisdiction of Northland Conservation Board to cease

On and from the settlement date, the Northland Conservation Board, as set up under Part 2A of the Conservation Act 1987, ceases to have jurisdiction within or over the korowai area.

Constitution of Te Hiku o Te Ika Conservation Board

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

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

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

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

(ii) 1 member, on the nomination of the trustees of the Te Manawa O Ngāti Kuri Trust; and

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

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

(b) 4 members appointed by the Minister.

(2) If the Ministers give notice under section 86(3) that Ngāti Kahu will participate in the korowai redress on an interim basis, the Conservation Board consists of 10 members, appointed as follows:

(a) 4 members appointed by the Minister on the nomination of the nominators referred to in subsection (1)(a); and

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

(c) 5 members appointed by the Minister.

(3) In subsection (2) and section 86, **Ministers** means the Minister of Conservation and the Minister for Treaty of Waitangi Negotiations, acting jointly.

(4) Further provisions concerning the Conservation Board are set out in Part 1 of Schedule 3.

86 Interim participation of Ngāti Kahu on Conservation Board

(1) On the settlement date, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation (the **Ministers**) must give written notice to the mandated representatives of Ngāti Kahu (or to the Ngāti Kahu governance entity if there is one), inviting Ngāti Kahu to participate on the Conservation Board under this subpart on an interim basis.

(2) The notice must specify the conditions—

(a) that must be satisfied before Ngāti Kahu may participate in the Conservation Board on an interim basis, including conditions that—

(i) a person may represent Ngāti Kahu on the Conservation Board only if that person is appointed to that position by the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one); and

(ii) the person appointed to the Conservation Board to represent Ngāti Kahu must agree to participate on the Conservation Board only in relation to those parts of the korowai area wholly within the Ngāti Kahu area of interest; and

(b) that must apply to the continuing participation of Ngāti Kahu, including conditions that—

(i) a person may represent Ngāti Kahu on the Conservation Board only if that person continues to be approved as the appointee for that position by the mandated representatives of Ngāti Kahu (or the Ngāti Kahu governance entity if there is one); and

(ii) the person appointed to the Conservation Board to represent Ngāti Kahu must continue to participate on the Conservation Board only in relation to those parts of the korowai area wholly within the Ngāti Kahu area of interest.

(3) If the Ministers are satisfied that Ngāti Kahu have met the specified conditions, they must give written notice, stating the date on and from which Ngāti Kahu will participate on the Conservation Board on an interim basis to—

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

(b) each of the nominators referred to in section 85(1)(a).

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

(a) reasonable notice of the breach; and

(b) a reasonable opportunity to remedy the breach.

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

(6) In this section, **Ngāti Kahu area of interest** means the area described in—

(a) the Ngāti Kahu Agreement in Principle dated 17 September 2008; and

(b) the Te Hiku Agreement in Principle dated 18 January 2010.

Conservation management strategy

87 Northland CMS

The Northland CMS consists of—

(a) one part, to be known as the Te Hiku CMS,—

(i) prepared in accordance with this subpart; and

(ii) applying to the korowai area in accordance with section 97; and

(b) one part—

(i) prepared by the Northland Conservation Board under the Conservation Act 1987 and approved by the New Zealand Conservation Authority; and

(ii) applying in any part of Northland where the Te Hiku CMS does not apply.

88 Status, effect, and certain contents of Te Hiku CMS

(1) The Te Hiku CMS—

(a) is a conservation management strategy for the purposes of section 17D of the Conservation Act 1987; and

(b) has the same effect as if it were a conservation management strategy prepared and approved under that Act.

(2) Sections 17E(8), 17F, 17H, and 17I of the Conservation Act 1987 do not apply to the preparation, approval, review, or amendment of the Te Hiku CMS, but in all other respects the provisions of the Conservation Act 1987 apply to the Te Hiku CMS.

(3) The Te Hiku CMS must—

(a) refer to the wāhi tapu framework required by section 108; and

(b) reflect the relationship between Te Hiku o Te Ika iwi and the wāhi tapu described in the framework; and

(c) reflect the importance of those wāhi tapu being protected; and

(d) acknowledge the role of the wāhi tapu management plan.

Preparation of draft Te Hiku CMS

89 Preliminary agreement

(1) Before the parties commence preparation of a draft Te Hiku CMS, they must develop a plan.

(2) The plan must set out—

(a) the principal matters to be included in the draft document; and

(b) the manner in which those matters are to be dealt with; and

(c) the practical steps that the parties will take to prepare and seek approval for the draft document.

90 Draft document to be prepared

(1) Not later than 12 months after the settlement date, the parties must commence preparation of a draft document in consultation with—

(a) the Conservation Board; and

(b) any other persons or organisations that the parties agree are appropriate.

(2) The parties may agree a later date to commence preparation of the draft document.

(3) In addition to the matters prescribed for a conservation management strategy by section 17D of the Conservation Act 1987, the draft document must include the matters prescribed by section 88(3).

91 Notification of draft document

(1) As soon as practicable after the date on which preparation of the draft document commences under section 90, but not later than 12 months after that date, the Director-General must—

(a) notify the draft document in accordance with section 49(1) of the Conservation Act 1987 as if the Director-General were the Minister for the purposes of that section; and

(b) give notice of the draft document to the relevant local authorities.

(2) The notice must—

(a) state that the draft document is available for inspection at the places and times specified in the notice; and

(b) invite submissions from the public, to be lodged with the Director-General before the date specified in the notice, which must be not less than 40 working days after the date of the notice.

(3) The draft document must continue to be available for public inspection after the date it is notified, at the places and times specified in the notice, to encourage public participation in the development of the draft document.

(4) The parties may, after consulting the Conservation Board, seek views on the draft document from any person or organisation that they consider to be appropriate.

92 Submissions

(1) Any person may, before the date specified in the notice given under section 91(2)(b), lodge a submission on the draft document with the Director-General, stating whether the submitter wishes to be heard in support of the submission.

(2) The Director-General must provide a copy of any submission to Te Hiku o Te Ika iwi within 5 working days of receiving the submission.

93 Hearing

(1) Persons wishing to be heard must be given a reasonable opportunity to appear before a meeting of representatives of—

(a) Te Hiku o Te Ika iwi; and

(b) the Director-General; and

(c) the Conservation Board.

(2) The representatives referred to in subsection (1) may hear any other person or organisation whose views on the draft document were sought under section 91(4).

(3) The hearing of submissions must be concluded not later than 2 months after the date specified in the notice given under section 91(2)(b).

(4) After the conclusion of the hearing, Te Hiku o Te Ika iwi and the Director-General must jointly prepare a summary of the submissions on the draft document and any other views on it made known to them under section 91(4).

94 Revision of draft document

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

(a) revise the draft document as they consider appropriate; and

(b) not later than 6 months after the hearing of submissions is concluded, provide to the Conservation Board—

(i) the draft document as revised; and

(ii) the summary of submissions prepared under section 93(4).

Approval process

95 Submission of draft document to Conservation Authority

(1) After considering the draft document and the summary of submissions received under section 94(b)(ii), the Conservation Board—

(a) may request the parties to further revise the draft document; and

(b) must submit the draft document to the Conservation Authority, for its approval, together with—

(i) a written statement of any matters on which the parties and the Conservation Board are not able to agree; and

(ii) a copy of the summary of the submissions.

(2) The Conservation Board must provide the draft document to the Conservation Authority not later than 6 months after the draft document was provided to the Conservation Board, unless the Minister directs a later date.

96 Approval of Te Hiku CMS

(1) The Conservation Authority—

(a) must consider the draft document and any relevant information provided to it under section 95(1)(b); and

(b) may consult any person or organisation that it considers appropriate, including—

(i) the parties; and

(ii) the Conservation Board.

(2) After considering the draft document and that information, the Conservation Authority must—

(a) make any amendments to the draft document that it considers necessary; and

(b) provide the draft document with any amendments and other relevant information to the Minister and Te Hiku o Te Ika iwi.

(3) Te Hiku o Te Ika iwi and the Minister jointly must—

(a) consider the draft document provided under subsection (2)(b); and

(b) return the draft document to the Conservation Authority with written recommendations that Te Hiku o Te Ika iwi and the Minister consider appropriate.

(4) The Conservation Authority, after having regard to any recommendations, must—

(a) make any amendments that it considers appropriate and approve the draft document; or

(b) return the draft document to Te Hiku o Te Ika iwi and the Minister for further consideration under subsection (3), with any new information that the Authority wishes them to consider, before the draft document is amended, if appropriate, and approved.

97 Effect of approval of Te Hiku CMS

On and from the day that the draft document is approved under section 96,—

(a) the Te Hiku CMS applies, with any necessary modification, in the korowai area; and

(b) the part of the Northland CMS described in section 87(b) ceases to apply in the korowai area.

Review and amendment of Te Hiku CMS

98 Review procedure

(1) The parties may initiate a review of the whole or a part of the Te Hiku CMS at any time, after consulting the Conservation Board.

(2) Every review must be carried out in accordance with the process set out in sections 89 to 96, with the necessary modifications, as if those provisions related to the review procedure.

(3) The parties must commence a review of the whole of the Te Hiku CMS not later than 10 years after the date of its initial or most recent approval under section 96 (whichever is the later), unless the Minister, after consulting the Conservation Authority and Te Hiku o Te Ika iwi, extends the period within which the review must be commenced.

99 Review in relation to Ngāti Kahu area of interest

(1) If the Ngāti Kahu area of interest is not covered by the Te Hiku CMS, a review may be commenced under section 98 to provide for the Te Hiku CMS to cover the Ngāti Kahu area of interest.

(2) Subsection (1) applies only with the agreement of the trustees of the Ngāti Kahu governance entity.

(3) If, as a result of a review conducted under subsection (1), the Te Hiku CMS is extended to include the Ngāti Kahu area of interest,—

(a) the part of the Northland CMS described in section 87(b) ceases to apply to the Ngāti Kahu area of interest; and

(b) the Te Hiku CMS applies to that area.

(4) Subsection (3) applies on and from the date on which the Te Hiku CMS, as reviewed under subsection (1), is approved.

(5) A review carried out under this section must be carried out in accordance with the process set out in sections 89 to 96, with the necessary modifications, as if those provisions related to the review procedure.

100 Amendment procedure

(1) At any time the parties may, after consulting the Conservation Board, initiate amendments to the whole or a part of the Te Hiku CMS.

(2) Unless subsection (3) or (4) applies, amendments must be made in accordance with the process set out in sections 89 to 96, with the necessary modifications, as if those provisions related to the amendment procedure.

(3) If the parties consider that the proposed amendments would not materially affect the policies, objectives, or outcomes of the Te Hiku CMS or the public interest in the relevant conservation matters,—

(a) the parties must send the proposed amendments to the Conservation Board; and

(b) the proposed amendments must be dealt with in accordance with sections 95 and 96, as if those provisions related to the amendment procedure.

(4) However, if the purpose of the proposed amendments is to ensure the accuracy of the information in the Te Hiku CMS required by section 17D(7) of the Conservation Act 1987 (which requires the identification and description of all protected areas within the boundaries of the conservation management strategy managed by the Department of Conservation), the parties may amend the Te Hiku CMS without following the process prescribed under subsection (2) or (3).

(5) The Director-General must notify any amendments made under subsection (4) to the Conservation Board without delay.

Process to be followed if disputes arise

101 Dispute resolution

(1) If the parties are not able, within a reasonable time, to resolve a dispute arising at any stage in the process of preparing, approving, or amending the Te Hiku CMS under sections 89 to 100, either party may—

(a) give written notice to the other of the issues in dispute; and

(b) require the process under this section and section 102 to be followed.

(2) Within 15 working days of the date of the notice given under subsection (1), a representative of the Director-General with responsibilities within the area covered by the Te Hiku CMS must meet in good faith with 1 or more representatives of Te Hiku o Te Ika iwi to seek a means to resolve the dispute.

(3) If that meeting does not achieve a resolution within 20 working days of the notice being given under subsection (1), the Director-General and 1 or more representatives of Te Hiku o Te Ika iwi must meet in good faith to seek a means to resolve the dispute.

(4) If the dispute has not been resolved within 30 working days of the notice being given under subsection (1), the Minister and 1 or more representatives of Te Hiku o Te Ika iwi must, if they agree, meet in good faith to seek to resolve the dispute.

(5) Subsection (4) applies only if the dispute is a matter of significance to both parties.

(6) A resolution reached under this section is valid only to the extent that it is not inconsistent with the legal obligations of the parties.

102 Mediation

(1) If resolution is not reached within a reasonable time under section 101, either party may require the dispute to be referred to mediation by giving written notice to the other party.

(2) The parties must seek to agree to appoint 1 or more persons who are to conduct a mediation or, if agreement is not reached within 15 working days of the notice being given under subsection (1), the party that gave notice must make a written request to the President of the New Zealand Law Society to appoint a mediator to assist the parties to reach a settlement of the dispute.

(3) A mediator appointed under subsection (2)—

(a) must be familiar with tikanga Māori and te reo Māori; and

(b) must not have an interest in the outcome of the dispute; and

(c) does not have the power to determine the dispute but may give non-binding advice.

(4) The parties must—

(a) participate in the mediation in good faith; and

(b) share equally the costs of a mediator appointed under this section and related expenses; but

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

103 Effect of dispute process on prescribed time limits

If, at any stage in the process of preparing, approving, or amending the Te Hiku CMS, notice is given under section 101(1),—

(a) the calculation of any prescribed time is stopped until the dispute is resolved; and

(b) the parties must, after the dispute is resolved, resume the process of preparing, approving, or amending the Te Hiku CMS at the point where it was interrupted.

Access to Conservation Authority and Minister of Conservation

104 New Zealand Conservation Authority

(1) Each year, the Director-General must provide Te Hiku o Te Ika iwi with the annual schedule of meetings of the Conservation Authority.

(2) If Te Hiku o Te Ika iwi wish to discuss a matter of national importance about conservation land or resources in the korowai area, they may make a request to address a scheduled meeting of the Conservation Authority.

(3) A request must—

(a) be in writing; and

(b) set out the matter of national importance to be discussed; and

(c) be given to the Conservation Authority not later than 20 working days before the date of a scheduled meeting.

(4) The Conservation Authority must respond to any request not later than 10 working days before the date of the scheduled meeting, stating that Te Hiku o Te Ika iwi may attend that scheduled meeting or a subsequent scheduled meeting.

105 Minister of Conservation

(1) The Minister of Conservation or the Associate Minister of Conservation must meet annually with the leaders of Te Hiku o Te Ika iwi to discuss the progress of the korowai in expressing the relationship between the Crown and Te Hiku o Te Ika iwi on conservation matters in the korowai area.

(2) The place and date of the meeting must be agreed between the Office of the Minister of Conservation and the contact person nominated by Te Hiku o Te Ika iwi.

(3) Prior to the date of the annual meeting, Te Hiku o Te Ika iwi must—

(a) propose the agenda for the meeting; and

(b) provide relevant information relating to the matters on the agenda.

(4) The persons who are entitled to attend the annual meeting are—

(a) Te Hiku o Te Ika iwi leaders; and

(b) the Minister or Associate Minister of Conservation (or, if neither Minister is able to attend, a senior delegate appointed by the Minister, if Te Hiku o Te Ika iwi agree).

Decision-making framework

106 Acknowledgement of section 4 of Conservation Act 1987

When a decision relating to the korowai area must be made under the conservation legislation that applies in the korowai area, the decision maker must—

(a) in applying section 4 of the Conservation Act 1987, give effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi—

(i) to the extent required by the conservation legislation; and

(ii) in a manner commensurate with—

(A) the nature and degree of Te Hiku o Te Ika iwi interest in the korowai area; and

(B) the subject matter of the decision; and

(b) comply with the provisions of Part 2 of Schedule 3, which provide a transparent decision-making framework for conservation matters in the korowai area.

Transfer of decision-making and review functions

107 Customary materials plan

(1) The parties must jointly prepare and agree a customary materials plan that covers—

(a) the customary taking of plant material from conservation protected areas within the korowai area; and

(b) the possession of dead protected animals found within the korowai area.

(2) The first customary materials plan must be agreed not later than the settlement date.

(3) Part 3 of Schedule 3 provides for the contents of the customary materials plan and the process by which it is to be prepared.

108 Wāhi tapu framework

(1) The parties must work together to develop a wāhi tapu framework for the management of wāhi tapu including, if appropriate, management by the mana whenua hapū and iwi associated with the wāhi tapu.

(2) Part 4 of Schedule 3 provides for the contents of the wāhi tapu framework and the process by which it is to be prepared.

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

Part 5 of Schedule 3 provides for decision making concerning Te Rerenga Wairua Reserve if, under the conservation legislation, certain processes are

commenced or applications are received that relate to Te Rerenga Wairua Reserve.

Relationship agreement

110 Relationship agreement

Not later than the settlement date, the Director-General and Te Hiku o Te Ika iwi must enter into a relationship agreement on the terms and conditions set out in Appendix 2 to part 7 of the deed of settlement.

Subpart 4—Statutory acknowledgement

111 Interpretation

In this subpart,—

affected person has the meaning given in section 2AA(2) of the Resource Management Act 1991

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

statement of association, for a statutory area, means the statement—

(a) made by Te Aupouri of their particular cultural, historical, spiritual, and traditional association with the statutory area; and

(b) that is set out in part 4 of the documents schedule

statutory acknowledgement means the acknowledgement made by the Crown in section 112 in respect of each statutory area, on the terms set out in this subpart

statutory area means an area described in Schedule 4, the general location of which is indicated on the deed plan for that area

statutory plan—

(a) means a district plan, regional coastal plan, regional plan, or regional policy statement, as defined in section 43AA of the Resource Management Act 1991; and

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

112 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association.

113 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are to—

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

(b) require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory area and to provide summaries of resource consent applications or copies of notices of applications to the trustees in accordance with section 118; and

(c) enable the trustees and any member of Te Aupouri to cite the statutory acknowledgement as evidence of the association of Te Aupouri with the relevant statutory area, in accordance with section 119.

114 Relevant consent authorities to have regard to statutory acknowledgement

(1) This section applies in respect of an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the trustees are affected persons in relation to the activity.

(3) Subsection (2) does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

115 Environment Court to have regard to statutory acknowledgement

(1) This section applies to proceedings in the Environment Court in respect of an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustees are persons with an interest in the proceedings greater than that of the general public.

(3) Subsection (2) does not limit the obligations of the Environment Court under the Resource Management Act 1991.

116 Heritage New Zealand Pouhere Taonga and Environment Court to have regard to statutory acknowledgement

(1) This section applies to an application made under section 44, 56, or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 for an authority to undertake an activity that will or may modify or destroy an archaeological site within a statutory area.

(2) On and from the effective date, Heritage New Zealand Pouhere Taonga must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 48, 56, or 62 of the Heritage New Zealand Pouhere Taonga Act 2014 in relation to the application.

(3) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area—

(a) in determining whether the trustees are persons directly affected by the decision; and

(b) in determining, under section 59(1) or 64(1) of the Heritage New Zealand Pouhere Taonga Act 2014, an appeal against a decision of Heritage New Zealand Pouhere Taonga in relation to the application.

(4) In this section, **archaeological site** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014.

117 Recording statutory acknowledgement on statutory plans

(1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.

(2) The information attached to a statutory plan must include—

(a) a copy of sections 112 to 116, 118, and 119; and

(b) descriptions of the statutory areas wholly or partly covered by the plan; and

(c) the statements of association for the statutory areas.

(3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not—

(a) part of the statutory plan; or

(b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

118 Provision of summary or notice of resource consent applications

(1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:

(a) a summary of the application, if the application is received by the consent authority; or

(b) a copy of the notice, if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991.

(2) A summary provided under subsection (1)(a) must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the trustees and the relevant consent authority.

(3) The summary must be provided—

(a) as soon as is reasonably practicable after the relevant consent authority receives the application; but

(b) before the relevant consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.

(4) A copy of a notice must be provided under subsection (1)(b) not later than 10 working days after the day on which the consent authority receives the notice.

(5) The trustees may, by notice in writing to a relevant consent authority,—

(a) waive their rights to be notified under this section; and

(b) state the scope of that waiver and the period it applies for.

(6) An obligation under this section does not apply to the extent that the corresponding right has been waived.

(7) This section does not affect the obligation of a relevant consent authority to decide,—

(a) under section 95 of the Resource Management Act 1991, whether to notify an application:

(b) under section 95E of that Act, whether the trustees are affected persons in relation to an activity.

119 Use of statutory acknowledgement

(1) The trustees and any member of Te Aupouri may, as evidence of the association of Te Aupouri with a statutory area, cite the statutory acknowledgement that relates to that area in submissions concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—

(a) the relevant consent authorities; or

(b) the Environment Court; or

(c) Heritage New Zealand Pouhere Taonga; or

(d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.

(2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—

(a) the bodies referred to in subsection (1); or

(b) parties to proceedings before those bodies; or

(c) any other person who is entitled to participate in those proceedings.

(3) However, the bodies and persons specified in subsection (2) may take the statutory acknowledgement into account.

(4) To avoid doubt,—

(a) neither the trustees nor members of Te Aupouri are precluded from stating that Te Aupouri has an association with a statutory area that is not described in the statutory acknowledgement; and

(b) the content and existence of the statutory acknowledgement do not limit any statement made.

General provisions relating to statutory acknowledgement

120 Application of statutory acknowledgement to river

If any part of the statutory acknowledgement applies to a river or stream (including the tributaries of a river or stream), that part of the acknowledgement—

(a) applies only to—

(i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and

(ii) the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but

(b) does not apply to—

(i) a part of the bed of the river or stream that is not owned by the Crown; or

(ii) an artificial watercourse.

121 Exercise of powers and performance of functions and duties

(1) The statutory acknowledgement does not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw.

(2) No person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Te Aupouri with a statutory area (as described in a statement of association) than that person would give under the relevant legislation or bylaw if there were no statutory acknowledgement for the statutory area.

(3) Subsection (1) does not limit subsection (2).

(4) This section is subject to the other provisions of this subpart.

122 Rights not affected

(1) The statutory acknowledgement does not—

(a) affect the lawful rights or interests of any person who is not a party to the deed of settlement; or

(b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

(2) This section is subject to the other provisions of this subpart.

123 Amendment to Resource Management Act 1991

(1) This section amends the Resource Management Act 1991.

(2) In Schedule 11, insert in its appropriate alphabetical order "Te Aupouri Claims Settlement Act 2015".

Subpart 5—Protocols

124 Interpretation

In this subpart,—

protocol—

(a) means any of the following protocols issued under section 125(1)(a):

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

(ii) the taonga tūturu protocol:

(iii) the fisheries protocol; and

(b) includes any amendments made under section 125(1)(b)

responsible Minister means, for the purposes of sections 125 and 126, one of the following:

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

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

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

(d) any other Minister of the Crown authorised by the Prime Minister to perform functions and duties, and exercise powers, in relation to a protocol.

General provisions applying to protocols

125 Issuing, amending, or cancelling protocols

(1) Each responsible Minister may—

(a) issue a protocol to the trustees on the terms and conditions set out in part 2 of the documents schedule; and

(b) amend or cancel that protocol.

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

(a) the trustees; or

(b) the responsible Minister.

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

126 Protocols subject to rights, functions, and obligations

Protocols do not restrict—

(a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes the ability to—

(i) introduce legislation and change government policy; and

(ii) interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or

(b) the responsibilities of a responsible Minister or a department of State; or

(c) the legal rights of Te Aupouri or a representative entity.

127 Enforcement of protocols

(1) The Crown must comply with a protocol while it is in force.

(2) If the Crown fails to comply with a protocol without good cause, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.

(3) Despite subsection (2), damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.

(4) To avoid doubt,—

(a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and

(b) subsection (3) does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under subsection (2).

Crown minerals

128 Protocol with Minister of Energy and Resources

(1) The chief executive of the Ministry of Business, Innovation, and Employment must note a summary of the terms of the protocol with the Minister of Energy and Resources in—

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

(b) the minerals programmes affecting the area covered by the protocol with the Minister of Energy and Resources when those programmes are changed.

(2) The noting of the summary is—

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

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

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

(4) In this section,—

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

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

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

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

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

Taonga tūturu protocol

129 Taonga tūturu protocol

(1) The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

(2) In this section, **taonga tūturu**—

(a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and

(b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

Fisheries

130 Fisheries protocol

(1) The chief executive of the Ministry for Primary Industries must note a summary of the terms of the fisheries protocol in the fisheries plan that affects the fisheries protocol area.

(2) The noting of the summary is—

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

(b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.

(3) The fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) that are held, managed, or administered under any of the following enactments:

(a) the Fisheries Act 1996:

(b) the Maori Commercial Aquaculture Claims Settlement Act 2004:

(c) the Maori Fisheries Act 2004:

(d) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

(4) In this section,—

fisheries plan means a plan approved or amended under section 11A of the Fisheries Act 1996

fisheries protocol area means the area subject to the fisheries protocol, as shown on the map attached to that protocol, together with the adjacent waters.

Subpart 6—Fisheries advisory committees

131 Interpretation

In this subpart,—

fisheries protocol area has the meaning given in section 130(4)

Minister means the Minister for Primary Industries.

Te Aupouri fisheries advisory committee

132 Appointment of Te Aupouri fisheries advisory committee

(1) The Minister must, not later than the settlement date, appoint the trustees to be an advisory committee under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995.

(2) The purpose of the Te Aupouri fisheries advisory committee is to advise the Minister on the utilisation of fish, aquatic life, and seaweed managed under the Fisheries Act 1996, while also ensuring the sustainability of those resources in the fisheries protocol area.

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

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

Joint fisheries advisory committee

133 Appointment of joint fisheries advisory committee

(1) The Minister must, on the settlement date, appoint a joint fisheries advisory committee to be an advisory committee under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995.

(2) Each Te Hiku o Te Ika iwi must appoint 1 person to be a member of the committee.

(3) The purpose of the joint fisheries advisory committee is to advise the Minister on the utilisation of fish, aquatic life, and seaweed managed under the Fisheries Act 1996, while also ensuring the sustainability of those resources in—

(a) the fisheries protocol area; and

(b) the fisheries protocol areas provided for by—

(i) section 128 of the Ngāti Kuri Claims Settlement Act 2015; and

(ii) section 125 of the NgāiTakoto Claims Settlement Act 2015; and

(iii) section 141 of the Te Rarawa Claims Settlement Act 2015.

(4) The Minister must consider any advice given by the joint advisory committee.

(5) In considering the advice from the joint fisheries advisory committee, the Minister must recognise and provide for the customary, non-commercial interests of Te Hiku o Te Ika iwi.

(6) If a Te Hiku o Te Ika iwi does not enter into a fisheries protocol with the Minister, the relevant area for the purpose of advising the Minister under subsection (3) is deemed to be the waters adjacent, or otherwise relevant, to the area of interest of that iwi (including any relevant quota management area or relevant fishery management area within the exclusive economic zone).

(7) In this section,—

exclusive economic zone has the meaning given in section 4(1) of the Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012

quota management area has the meaning given in section 2(1) of the Fisheries Act 1996.

Subpart 7—Geographic names

134 Interpretation

In this subpart,—

Act means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

Board means the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa continued by section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

official geographic name has the meaning given in section 4 of the Act.

135 Official geographic names

(1) A name specified in the first column of the table in clause 9.28 of the deed of settlement for a feature described in the third and fourth columns is altered to the name specified for the feature in the second column of the table.

(2) Each alteration is to be treated as if it were an alteration of the official geographic name by a determination of the Board under section 19 of the Act that takes effect on the settlement date.

136 Publication of official geographic names

(1) The Board must, as soon as practicable after the settlement date, give public notice of each alteration of a name under section 135 in accordance with section 21(2) and (3) of the Act.

(2) The notices must state that the alterations took effect on the settlement date.

137 Subsequent alteration of official geographic names

(1) In making a determination to alter the official geographic name of a feature named by this subpart, the Board—

(a) need not comply with section 16, 17, 18, 19(1), or 20 of the Act; but

(b) must have the written consent of the trustees.

(2) However, in the case of the features listed in subsection (3), the Board may alter the official geographic name only if it has the written consent of—

(a) the trustees; and

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

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

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

(3) Subsection (2) applies to—

(a) Te Oneroa-a-Tōhē / Ninety Mile Beach:

(b) Cape Reinga / Te Rerenga Wairua:

(c) Piwhane / Spirits Bay.

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

Part 3
Commercial redress

138 Interpretation

In subparts 1 to 3,—

Aupouri Forest means the land described in computer interest register NA100A/1

commercial property means Te Kao School site C if—

(a) it is cleared land within the meaning of clause 10.6.1 of the deed of settlement; and

(b) clause 10.6.3(a)(ii) of the deed of settlement applies; and

(c) the conditions of transfer under the deed of settlement have been satisfied

commercial redress property means—

(a) the properties described in table 1 of part 3 of the property redress schedule; and

(b) subject to clause 10.6 of the deed of settlement, Te Kao School site C

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

Crown forestry licence—

(a) has the meaning given in section 2(1) of the Crown Forest Assets Act 1989; and

(b) in relation to the Peninsula Block and the cultural forest land properties, means the licence held in computer interest register NA100A/1

Crown forestry rental trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust

cultural forest land properties—

(a) means the following properties defined as cultural redress properties in section 22:

  (i) Hukatere Pā; and

  (ii) Beach sites A, B, and C; and

  (iii) Waipapariki (Te Kao 76 and 77B); and

(b) means Hukatere site A, as defined in section 22 of the NgāiTakoto Claims Settlement Act 2015; and

(c) means Hukatere site B, as defined in section 22 of the Te Rarawa Claims Settlement Act 2015; but

(d) excludes, to the extent provided for by the Crown forestry licence,—

  (i) all trees growing, standing, or lying on the land; and

  (ii) all improvements that have been—

    (A) acquired by any purchaser of the trees on the land; or

    (B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

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

(a) the trustees; and

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

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

(d) the trustees of Te Rūnanga o Te Rarawa

land holding agency means—

(a) the land holding agency specified for a commercial redress property in part 3 of the property redress schedule; and

(b) in the case of Te Kao School site C, the Ministry of Education, if that property becomes a commercial property

licensee means the registered holder of the Crown forestry licence

licensor means the licensor of the Crown forestry licence

Peninsula Block—

(a) means the licensed land (being part of the Aupouri Forest) described in table 1 of part 3 of the property redress schedule; but

(b) excludes, to the extent provided for by the Crown forestry licence for the land,—

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been—

(A) acquired by any purchaser of the trees on the land; or

(B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

Peninsula Block settlement trust means—

(a) for Ngāti Kuri, the Te Manawa O Ngāti Kuri Trust:

(b) for Te Aupouri, the Te Rūnanga Nui o Te Aupouri Trust:

(c) for NgāiTakoto, Te Rūnanga o NgāiTakoto:

(d) for Te Rarawa, Te Rūnanga o Te Rarawa

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

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

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

relevant trustees means—

(a) for the Peninsula Block and each cultural forest land property (other than Waipapariki (Te Kao 76 or 77B)), the trustees of each of the Peninsula Block settlement trusts; and

(b) for Waipapariki (Te Kao 76 and 77B), the trustees

right of access means the right conferred by section 152

Te Kao School site C means the property described by that name in table 1 of part 3 of the property redress schedule.

Subpart 1—Transfer of commercial redress properties

139 The Crown may transfer properties

To give effect to part 10 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to do 1 or both of the following:

(a) transfer the fee simple estate in a commercial property (if any) or commercial redress property to the trustees; and

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

140 Transfer of share in fee simple estate in property

A reference to the transfer of the fee simple estate in a commercial redress property in this subpart and subparts 2 and 3 includes the transfer of an undivided share of the fee simple estate in the property.

141 Registrar-General to create computer freehold register

(1) This section applies to—

(a) a commercial property (if any) or commercial redress property (other than the Peninsula Block) to be transferred to the trustees, to the extent that—

(i) the property is not all of the land contained in a computer freehold register; or

(ii) there is no computer freehold register for all or part of the property; and

(b) the Peninsula Block.

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

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

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

(c) omit any statement as to the purpose from the computer freehold register.

(3) Subsection (2) is subject to the completion of any survey necessary to create a computer freehold register.

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

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

(1) An authorised person may grant a covenant to arrange for the later creation of a computer freehold register for a commercial property (if any) or commercial redress property that is to be transferred to the trustees under section 139.

(2) Despite the Land Transfer Act 1952,—

(a) the authorised person may request the Registrar-General to register a covenant (referred to in subsection (1)) under the Land Transfer Act 1952 by creating a computer interest register; and

(b) the Registrar-General must register the covenant in accordance with paragraph (a).

143 Minister of Conservation may grant easements

(1) The Minister of Conservation may grant any easement over a conservation area or reserve that is required to fulfil the terms of the deed of settlement in relation to a commercial redress property.

(2) An easement granted under subsection (1)—

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

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

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

144 Application of other enactments

(1) This section applies to the transfer to the trustees of a commercial property (if any) or commercial redress property.

(2) The transfer is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.

(3) The transfer does not—

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

(b) affect other rights to subsurface minerals.

(4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way that may otherwise be required to fulfil the terms of the deed of settlement.

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

(a) the transfer of a commercial property (if any) or commercial redress property; or

(b) a matter incidental to, or required for the purpose of, that transfer.

(6) In exercising the powers conferred by this subpart, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a relevant property to the trustees.

(7) Subsection (6) is subject to subsections (2) and (3).

145 Transfer of Te Kao School site B

(1) In this section, **Te Kao School site B** (the **property**) means the commercial redress property—

(a) described under that name in table 1 of part 3 of the property redress schedule; and

(b) for which the Ministry of Education is the land-holding agency; and

(c) that after the transfer, is to be subject to a lease back to the Crown.

(2) The transfer of the property must comply with part 4 of the property redress schedule.

(3) Section 24 of the Conservation Act 1987 does not apply to the transfer of the property.

(4) The transfer instrument for the transfer of the property must include a statement that the land is to become subject to section 146 on the registration of the transfer.

(5) The Registrar-General must, on the registration of the transfer, record on any computer freehold register for the property that—

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

(b) the land is subject to section 146.

(6) A notification under subsection (5) that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.

146 Requirements if lease terminates or expires

(1) This section applies if the lease relating to Te Kao School site B, or a renewal of that lease, terminates or expires without being renewed, in relation to all or part of the property that transferred subject to the lease.

(2) The transfer of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 in relation to all or part of the property.

(3) The registered proprietor of the property must apply in writing to the Registrar-General,—

(a) if no part of the property remains subject to the lease, to remove from the computer freehold register for the property the notifications that—

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

(ii) the property is subject to this section; or

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

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

(ii) the leased part is subject to this section.

(4) The Registrar-General must comply with an application received from the registered proprietor under subsection (3) free of charge to the applicant.

Subpart 2—Licensed land

147 Peninsula Block ceases to be Crown forest land

(1) The Peninsula Block ceases to be Crown forest land on the registration of the transfer of the fee simple estate in the land to the relevant trustees.

(2) However, the Crown, courts, and tribunals must not do, or omit to do, anything if that act or omission would, between the settlement date and the date of registration, be permitted by the Crown Forest Assets Act 1989 but be inconsistent with this subpart, part 10 of the deed of settlement, or part 4 of the property redress schedule.

148 Relevant trustees are confirmed beneficiaries and licensors

(1) The relevant trustees are the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed in relation to the Peninsula Block.

(2) The effect of subsection (1) is that—

(a) the relevant trustees are entitled to receive the rental proceeds for the Peninsula Block payable, since the commencement of the licence, to the trustees of the Crown forestry rental trust under the Crown forestry licence; and

(b) all the provisions of the Crown forestry rental trust deed apply on the basis that the relevant trustees are the confirmed beneficiaries in relation to the Peninsula Block.

(3) Despite subsection (2)(a), the trustees are entitled to receive 20% of the rental proceeds for the Aupouri Forest since the commencement of the licence.

(4) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the

Treaty of Waitangi Act 1975 for the return of the Peninsula Block and the cultural forest land properties.

(5) Notice given under subsection (4) has effect as if—

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Peninsula Block and the cultural forest land properties; and

(b) the recommendation had become final on the settlement date.

(6) The relevant trustees are the licensors under the Crown forestry licence as if the Peninsula Block and the cultural forest land properties had been returned to Māori ownership—

(a) on the settlement date; and

(b) under section 36(1) of the Crown Forest Assets Act 1989.

(7) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the Peninsula Block or the cultural forest land properties.

149 Effect of transfer of Peninsula Block

Section 150 applies whether or not—

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

(b) the processes described in clause 17.4 of the Crown forestry licence have been completed, providing—

(i) a single licence for the Peninsula Block and the cultural forest land properties (other than Waipapariki (Te Kao 76 and 77B)); and

(ii) a single licence for Waipapariki (Te Kao 76 and 77B).

150 Licence splitting process must be completed

(1) To the extent that the Crown has not completed the processes referred to in section 149(b) before the settlement date, it must continue those processes—

(a) on and after the settlement date; and

(b) until they are completed.

(2) Subsection (3) provides for the licence fee that is payable for the Peninsula Block and the cultural forest land properties under the Crown forestry licence—

(a) for the period starting on the settlement date and ending on the completion of the processes referred to in subsection (1) and section 149; and

(b) that is not part of the rental proceeds referred to in section 148(2)(a).

(3) The licence fee payable is the amount calculated in the manner described in paragraphs 4.25 to 4.27 of the property redress schedule.

(4) However, the calculation of the licence fee under subsection (3) is overridden by any agreement—

(a) in relation to the Peninsula Block and the cultural forest land properties (other than Waipapariki (Te Kao 76 and 77B)), between the joint licensor governance entities as licensor, the licensee, and the Crown; and

(b) in relation to Waipapariki (Te Kao 76 and 77B), between the trustees as licensor, the licensee, and the Crown.

(5) On and from the settlement date, references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the Peninsula Block and the cultural forest land properties, be read as references to the relevant trustees.

Subpart 3—Access to protected sites

Right of access

151 Right of access to protected sites

(1) The owner of land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow Māori for whom the protected site is of special spiritual, cultural, or historical significance to have access across the land to each protected site.

(2) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner.

(3) The right of access is subject to the following conditions:

(a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right; and

(b) the right of access may be exercised only at reasonable times and during daylight hours; and

(c) a person exercising the right of access must observe any conditions imposed by the owner relating to the time, location, or manner of access as are reasonably required for—

(i) the safety of people; or

(ii) the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or

(iii) operational reasons.

152 Right of access over Peninsula Block

(1) A right of access over the Peninsula Block is subject to the terms of any Crown forestry licence.

(2) However, subsection (1) does not apply if the licensee has agreed to the right of access being exercised.

(3) An amendment to a Crown forestry licence is of no effect to the extent that it would—

(a) delay the date from which a person may exercise a right of access; or

(b) adversely affect a right of access in any other way.

153 Right of access to be recorded on computer freehold register

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

(2) The transfer instrument for the transfer must include a statement that the land is subject to a right of access to any protected sites on the land.

(3) The Registrar-General must, on the registration of the transfer of the land, record on any computer freehold register for the land, that the land is subject to a right of access to protected sites on the land.

Subpart 4—Right of first refusal over RFR land

Interpretation

154 Interpretation

In this subpart and Schedule 5,—

balance RFR land means land (other than any land vested in, or held in fee simple by, Housing New Zealand Corporation) that—

(a) is exclusive RFR land or shared RFR land; and

(b) has been offered for disposal to the trustees of an offer trust—

(i) as exclusive RFR land or shared RFR land; and

(ii) in accordance with section 157; and

(c) has not been withdrawn under section 159; and

(d) has not been accepted in accordance with section 160

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

(a) for a company, control of the composition of its board of directors; and

(b) for another body, control of the composition of the group that would be its board of directors if the body were a company

Crown body means—

(a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and

(b) a State enterprise (as defined by section 2 of the State-Owned Enterprises Act 1986); and

(c) the New Zealand Railways Corporation; and

(d) a company or body that is wholly owned or controlled by 1 or more of the following:

(i) the Crown:

(ii) a Crown entity:

(iii) a State enterprise:

(iv) the New Zealand Railways Corporation; and

(e) a subsidiary or related company of a company or body referred to in paragraph (d)

dispose of, in relation to RFR land,—

(a) means—

(i) to transfer or vest the fee simple estate in the land; or

(ii) to grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), 50 years or longer; but

(b) to avoid doubt, does not include—

(i) to mortgage, or give a security interest in, the land; or

(ii) to grant an easement over the land; or

(iii) to consent to an assignment of a lease, or to a sublease, of the land; or

(iv) to remove an improvement, fixture, or fitting from the land

exclusive RFR land means land described as exclusive RFR land in part 3 of the attachments to a Te Hiku o Te Ika iwi deed of settlement if, on the RFR date for that land, the land is vested in the Crown or held in fee simple by the Crown or Housing New Zealand Corporation

expiry date, in relation to an offer, means its expiry date under sections 157(1)(a) and 158

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with section 157, to dispose of RFR land to the trustees of any offer trust

offer trust means the trust specified for each of the following types of RFR land (or land obtained in exchange for the disposal of that land):

(a) for exclusive RFR land, the RFR settlement trust of a Te Hiku o Te Ika iwi that has a right to exclusive RFR land under its deed of settlement:

(b) for shared RFR land, the Te Rūnanga Nui o Te Aupouri Trust and the RFR settlement trust for each other relevant iwi that has settled its historical claims under an enactment:

(c) for balance RFR land, the RFR settlement trust for each remaining iwi

other relevant iwi means the iwi named in the column headed "Other Relevant Iwi" for each entry of shared RFR land in the table in part 3 of the attachments

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

recipient trust means the trust specified for each of the following types of RFR land (or land obtained in exchange for the disposal of that land):

(a) for exclusive RFR land, the RFR settlement trust of a Te Hiku o Te Ika iwi that has a right to exclusive RFR land under its deed of settlement:

(b) for shared RFR land and balance RFR land, the offer trust whose trustees accept an offer to dispose of the land under section 160

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

remaining iwi means a Te Hiku o Te Ika iwi that has settled its historical claims under an enactment but has not received an offer for that RFR land

RFR date means the date on which the RFR period commences, as the case may be,—

(a) for the exclusive RFR land:

(b) for the shared RFR land

RFR land has the meaning given in section 155

RFR landowner, in relation to RFR land,—

(a) means—

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

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

(b) includes a local authority to which RFR land has been disposed of under section 163(1); but

(c) to avoid doubt, does not include an administering body in which RFR land is vested—

(i) on the RFR date for that land; or

(ii) after the RFR date for that land, under section 164(1)

RFR period means,—

(a) for exclusive RFR land, a period of 172 years from the settlement date, in the case of an iwi granted a right to exclusive RFR land; and

(b) for balance RFR land, a period of 172 years from the settlement date; and

(c) for shared RFR land,—

(i) a period of 172 years from the Te Aupouri settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the Te Aupouri settlement date; or

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

(A) the date that is 24 months after the Te Aupouri settlement date; and

(B) the settlement date for the last of the other relevant iwi to settle their historical claims under an enactment

RFR settlement trust means,—

(a) for Te Aupouri, the Te Rūnanga Nui o Te Aupouri Trust; and

(b) for Ngāti Kuri, the Te Manawa O Ngāti Kuri Trust; and

(c) for NgāiTakoto, Te Rūnanga o NgāiTakoto; and

(d) for Te Rarawa, Te Rūnanga o Te Rarawa; and

(e) for Ngāti Kahu, the Ngāti Kahu governance entity established to receive redress from the Crown in settlement of the Ngāti Kahu historical claims

shared RFR land means land listed as shared RFR land in part 3 of the attachments if the land is vested in the Crown or held in fee simple by the Crown or Housing New Zealand Corporation on—

(a) the Te Aupouri settlement date, if the settlement date for each of the other relevant iwi has occurred on or before the Te Aupouri settlement date; or

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

(i) the date that is 24 months after the Te Aupouri settlement date; and

(ii) the settlement date for the last of the other relevant iwi to settle their historical claims under an enactment

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

Te Aupouri settlement date means the settlement date under this Act.

155 Meaning of RFR land

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

(a) exclusive RFR land; and

(b) shared RFR land; and

(c) balance RFR land; and

(d) land obtained in exchange for a disposal of RFR land under section 168(1)(c) or 169.

(2) However, land ceases to be RFR land if—

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

(i) the trustees of a recipient trust or their nominee (for example, under a contract formed under section 161); or

(ii) any other person (including the Crown or a Crown body) under section 156(1)(d); or

(b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body—

(i) under any of sections 165 to 172 (which relate to permitted disposals of RFR land); or

(ii) under any matter referred to in section 173(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 181; or

(d) the RFR period for the land ends.

Restrictions on disposal of RFR land

156 Restrictions on disposal of RFR land

(1) An RFR landowner must not dispose of RFR land to a person other than the trustees of a recipient trust or their nominee unless the land is disposed of—

(a) under any of sections 162 to 172; or

(b) under any matter referred to in section 173(1); or

(c) in accordance with a waiver or variation given under section 181; or

(d) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees of an offer trust, if the offer to those trustees—

(i) related to exclusive RFR land or shared RFR land; and

(ii) was made in accordance with section 157; and

(iii) was made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and

(iv) was not withdrawn under section 159; and

(v) was not accepted under section 160.

(2) Subsection (1)(d) does not apply to exclusive RFR land or shared RFR land that is balance RFR land, unless and until—

(a) an offer to dispose of the balance RFR land has been made in accordance with section 157; and

(b) that offer is not accepted by the trustees of an offer trust under section 160(3).

Trustees' right of first refusal

157 Requirements for offer

(1) An offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust must be made by notice to the trustees of the 1 or more offer trusts, incorporating—

(a) the terms of the offer, including its expiry date; and

(b) the legal description of the land, including any interests affecting it and the reference for any computer register that contains the land; and

(c) a street address for the land (if applicable); and

(d) a street address, postal address, and fax number or electronic address for the trustees to give notices to the RFR landowner in relation to the offer; and

(e) a statement that identifies the land as exclusive RFR land, shared RFR land, or balance RFR land, as the case may be.

(2) To avoid doubt, an offer made under this section by an RFR landowner to dispose of balance RFR land must be on terms that are the same (as far as practicable) as the terms of the offer made to the trustees of an offer trust to dispose of that land as exclusive RFR land or shared RFR land (as the case may have been).

158 Expiry date of offer

(1) The expiry date of an offer must be on or after the date that is 20 working days after the date on which the trustees of the 1 or more offer trusts receive notice of the offer.

(2) However, the expiry date of an offer may be on or after the date that is 10 working days after the date on which the trustees of the 1 or more offer trusts receive notice of the offer if—

(a) the trustees have received an earlier offer to dispose of the land; and

(b) the expiry date of the earlier offer was not earlier than 6 months before the expiry date of the later offer; and

(c) the earlier offer was not withdrawn.

(3) For an offer of shared RFR land, if the RFR landowner has received notices of acceptance from the trustees of 2 or more offer trusts at the expiry date specified in the notice given under section 157(1), the expiry date is extended for the trustees of those 2 or more offer trusts to the date that is 10 working days after the date on which the trustees receive the RFR landowner's notice given under section 160(4).

159 Withdrawal of offer

The RFR landowner may, by notice to the trustees of the 1 or more offer trusts, withdraw an offer at any time before it is accepted.

160 Acceptance of offer

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

(a) it has not been withdrawn; and

(b) its expiry date has not passed.

(2) The trustees of an offer trust must accept all the RFR land offered, unless the offer permits them to accept less.

(3) In the case of an offer of shared RFR land or balance RFR land, the offer is accepted if, at the end of the expiry date, the RFR landowner has received notice of acceptance from the trustees of only 1 offer trust.

(4) In the case of an offer of shared RFR land, if the RFR landowner has received, at the expiry date specified in the notice of offer given under section 157, notices of acceptance from the trustees of 2 or more offer trusts, the RFR landowner has 10 working days in which to give notice to the trustees of those 2 or more offer trusts—

(a) specifying the offer trusts from whose trustees acceptance notices have been received; and

(b) stating that the offer may be accepted by the trustees of only 1 of those offer trusts before the end of the tenth working day after the day on which the RFR landowner's notice is received under this subsection.

161 Formation of contract

(1) If the trustees of an offer trust accept an offer by an RFR landowner under section 160 to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and those trustees on the terms in the offer, including the terms set out in this section.

(2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees of the recipient trust.

(3) Under the contract, the trustees of the recipient trust may nominate any person other than those trustees (the **nominee**) to receive the transfer of the RFR land.

(4) The trustees of the recipient trust may nominate a nominee only if—

(a) the nominee is lawfully able to hold the RFR land; and

(b) the trustees give notice to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle.

(5) The notice must specify—

(a) the full name of the nominee; and

(b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.

(6) If the trustees of the recipient trust nominate a nominee, those trustees remain liable for the obligations of the transferee under the contract.

Disposals to others but land remains RFR land

162 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.

163 Disposal of existing public works to local authority

(1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority, as defined in section 2 of that Act.

(2) To avoid doubt, if RFR land is disposed of to a local authority under subsection (1), the local authority becomes—

(a) the RFR landowner of the land; and

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

164 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

165 Disposal in accordance with enactment or rule of law

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

166 Disposal in accordance with legal or equitable obligations

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

(a) a legal or an equitable obligation that—

(i) was unconditional before the RFR date for that land; or

(ii) was conditional before the RFR date for that land but became unconditional on or after that date; or

(iii) arose after the exercise (whether before, on, or after the RFR date) of an option existing before the RFR date; or

(b) the requirements, existing before the RFR date, of a gift, an endowment, or a trust relating to the land.

167 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.

168 Disposal of land held for public works

(1) An RFR landowner may dispose of RFR land in accordance with—

(a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or

(b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or

(c) section 117(3)(a) of the Public Works Act 1981; or

(d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or

(e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.

(2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993 after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

169 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.

170 Disposal for charitable purposes

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

171 Disposal to tenants

The Crown may dispose of RFR land—

(a) that was held on the RFR date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or

(b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—

(i) before the RFR date; or

(ii) on or after the RFR date for that land under a right of renewal of a lease granted before that RFR date; or

(c) under section 93(4) of the Land Act 1948.

172 Disposal by Housing New Zealand Corporation

(1) Housing New Zealand Corporation (the **Corporation**) or any of its subsidiaries may dispose of RFR land to any person if the Corporation has given notice to the trustees of the 1 or more offer trusts that, in the Corporation's opinion, the disposal is to give effect to, or to assist in giving effect to, the Crown's social objectives in relation to housing or services related to housing.

(2) To avoid doubt, in subsection (1), **RFR land** means either exclusive RFR land or shared RFR land.

RFR landowner obligations

173 RFR landowner's obligations subject to other matters

(1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—

(a) any other enactment or rule of law except that, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and

(b) any interest or legal or equitable obligation—

(i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees of an offer trust; and

(ii) that the RFR landowner cannot satisfy by taking reasonable steps; and

(c) the terms of a mortgage over, or security interest in, RFR land.

(2) **Reasonable steps**, for the purposes of subsection (1)(b)(ii), do not include steps to promote the passing of an enactment.

Notices about RFR land

174 Notice to LINZ of RFR land with computer register after RFR date

(1) If a computer register is first created for RFR land after the RFR date for the relevant land, the RFR landowner must give the chief executive of LINZ notice that the register has been created.

(2) If land for which there is a computer register becomes RFR land after the RFR date for the land, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.

(3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.

(4) The notice must include the legal description of the land and the reference for the computer register that contains the land.

175 Notice to trustees of offer trusts of disposal of RFR land to others

(1) An RFR landowner must give the trustees of the 1 or more offer trusts notice of the disposal of RFR land by the landowner to a person other than the trustees of an offer trust or their nominee.

(2) The notice must be given on or before the date that is 20 working days before the day of the disposal.

(3) The notice must include—

(a) the legal description of the land and any interests affecting it; and

(b) the reference for any computer register for the land; and

(c) the street address for the land (if applicable); and

(d) the name of the person to whom the land is being disposed of; and

(e) an explanation of how the disposal complies with section 156; and

(f) if the disposal is to be made under section 156(1)(d), a copy of any written contract for the disposal.

176 Notice to LINZ of land ceasing to be RFR land

(1) This section applies if land contained in a computer register is to cease being RFR land because—

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

(i) the trustees of a recipient trust or their nominee (for example, under a contract formed under section 161); or

(ii) any other person (including the Crown or a Crown body) under section 156(1)(d); or

(b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body—

(i) under any of sections 165 to 172; or

(ii) under any matter referred to in section 173(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 181.

(2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.

(3) The notice must include—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) the details of the transfer or vesting of the land.

177 Notice requirements

Schedule 5 applies to notices given under this subpart by or to—

(a) an RFR landowner; or

(b) the trustees of an offer trust or a recipient trust.

Right of first refusal recorded on computer registers

178 Right of first refusal recorded on computer registers for RFR land

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

(a) the RFR land for which there is a computer register on the RFR date for the land; and

(b) the RFR land for which a computer register is first created after the RFR date for the land; and

(c) land for which there is a computer register that becomes RFR land after the settlement date.

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

(a) the RFR date for the land, for RFR land for which there is a computer register on that RFR date; or

(b) receiving a notice under section 174 that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.

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

(4) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.

(5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register for the RFR land identified in the certificate that the land is—

(a) RFR land, as defined in section 155; and

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

179 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 176, issue to the Registrar-General a certificate that includes—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) the details of the transfer or vesting of the land; and

(d) a statement that the certificate is issued under this section.

(2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.

(3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notifications recorded under section 178 for the land described in the certificate.

180 Removal of notifications when RFR period ends

(1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes—

(a) the reference for each computer register for RFR land that still has a notification recorded under section 178; and

(b) a statement that the certificate is issued under this section.

(2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.

(3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove any notification recorded under section 178 from any computer register identified in the certificate.

General provisions applying to right of first refusal

181 Waiver and variation

(1) The trustees of the 1 or more offer trusts may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.

(2) The trustees of the 1 or more offer trusts and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.

(3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

182 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.

183 Assignment of rights and obligations under this subpart

(1) Subsection (3) applies if an RFR holder—

(a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional documents; and

(b) has given the notices required by subsection (2).

(2) An RFR holder must give notices to each RFR landowner—

(a) stating that the RFR holder's rights and obligations under this subpart are being assigned under this section; and

(b) specifying the date of the assignment; and

(c) specifying the names of the assignees and, if the assignees are the trustees of a trust, the name of the trust; and

(d) specifying the street address, postal address, and fax number or electronic address for notices to the assignees.

(3) This subpart and Schedule 5 apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees of the relevant offer trust, with any necessary modifications.

(4) In this section and Schedule 5,—

constitutional documents means the trust deed or other instrument adopted for the governance of the RFR holder

RFR holder means the 1 or more persons who have the rights and obligations of the trustees of an offer trust under this subpart, because—

(a) they are the trustees of 1 or more offer trusts; or

(b) they have previously been assigned those rights and obligations under this section.

Part 4
Governance arrangements and miscellaneous matters

Subpart 1—Arrangements for governance reorganisation

184 Interpretation

(1) In this Part, unless the context otherwise requires,—

assets and liabilities—

(a) means assets and liabilities owned, controlled, or held, wholly or in part, immediately before the settlement date, by or on behalf of the Aupouri Maori Trust Board; and

(b) includes—

(i) all assets of any kind, whether in the form of real or personal property, money, shares, securities, rights, or interests; and

(ii) all liabilities, including debts, charges, duties, contracts, or other obligations (whether present, future, actual, contingent, payable, or to be observed or performed in New Zealand or elsewhere)

Aupouri Maori Trust Board and **Board** mean the Maori Trust Board continued by section 5 of the Maori Trust Boards Act 1955

date of transfer means the day on which the assets and liabilities vest under section 186

exempt income has the meaning given in section YA 1 of the Income Tax Act 2007

final report means—

(a) a statement of the financial position of the Board and other information required by section 189(1) and (2); and

(b) an audit report prepared by the Auditor-General on the statement and information referred to in paragraph (a)

Inland Revenue Acts has the meaning given in section 3(1) of the Tax Administration Act 1994

Maori Trust Board has the meaning given in section 2 of the Maori Trust Boards Act 1955

reorganisation means the changes provided for the governance arrangements of Te Aupouri in this subpart

subsidiaries means any of the following companies that, on the settlement date, are subsidiaries (as defined in section 5 of the Companies Act 1993) of the Aupouri Maori Trust Board:

(a) Aupouri Property Limited, incorporated under company number 4160598; and

(b) Kiwidotcom (2010) Limited, incorporated under company number 545950; and

(c) Aupouri Development Company Limited, incorporated under the company number 479911; and

(d) Numberworks'n Words Northland Limited, incorporated under the company number 5140622; and

(e) Success Staffing Solutions Limited, incorporated under the company number 4996180; and

(f) Te Kahu Oranga Whanau Limited, incorporated under the company number 5245022

taxable income has the meaning given in section YA 1 of the Income Tax Act 2007.

(2) Unless the context otherwise requires, terms and expressions used but not defined in this Part, but defined in the Inland Revenue Acts, have the meanings given in those Acts.

Trust dissolved

185 Dissolution of Board

(1) On the settlement date,—

(a) the Board continued by section 5 of the Maori Trust Boards Act 1955 is dissolved; and

(b) the term of office of the members of the Board expires.

(2) On and from the settlement date,—

(a) proceedings by or against the Board may be continued, completed, and enforced by or against the trustees; and

(b) a reference to the Board (express or implied) in any enactment (other than in this Act), or in any instrument, register, agreement, deed (other than in the deed of settlement), lease, application, notice, or other document in force immediately before the settlement date must, unless the context otherwise requires, be read as a reference to the trustees.

(3) A person holding office as a member of the Board immediately before the settlement date is not entitled to compensation as a result of the expiry under this Part of his or her office.

186 Vesting of assets and liabilities

(1) On the settlement date, the assets and liabilities of the Board, except those referred to in sections 187 and 188, vest in the trustees and become the assets and liabilities of the trustees.

(2) Despite subsection (1), the assets and liabilities of the subsidiaries continue to be assets and liabilities of those subsidiaries.

(3) To the extent that any assets and liabilities of the Board are held subject to any charitable trusts, those assets and liabilities are—

(a) freed of all charitable trusts; but

(b) subject to the trusts expressed in the Te Rūnanga Nui o Te Aupouri Trust deed.

(4) To avoid doubt, nothing in this section has the effect, of itself, of causing the subsidiaries to be different persons for the purposes of the Inland Revenue Acts.

187 Takahua Burial Ground Block

(1) The Māori reservation known as the Takahua Burial Ground Block vests as undivided one-third shares in the specified trustees as tenants in common as follows:

(a) a share vests in the trustees; and

(b) a share vests in the trustees of Te Rūnanga o Te Rarawa; and

(c) a share vests in the trustees of Te Rūnanga-Iwi O Ngāti Kahu.

(2) The Takahua Burial Ground Block remains set apart as a Māori reservation for the purposes of a burial ground for the common use and benefit of the members of Te Aupouri, Te Rarawa, and Ngāti Kahu as provided for in section 338 of Te Ture Whenua Maori Act 1993.

(3) The chief executive of Te Puni Kōkiri must, as soon as is reasonably practicable after the settlement date, provide written notification of the vesting in subsection (1) to—

(a) the Registrar-General; and

(b) the Registrar.

(4) The persons referred to in subsection (3) must, as soon as is reasonably practicable after receiving the notice, update their records accordingly.

(5) The legal description of the Takahua Burial Ground Block is set out in Schedule 6.

(6) In this section and section 188, **Registrar** has the meaning given in section 4 of Te Ture Whenua Maori Act 1993.

(7) In this section, **Te Rūnanga-a-Iwi O Ngāti Kahu** means the trust of that name established by a trust deed dated 20 January 1996 and incorporated as a charitable trust on 6 March 1996.

188 Te Neke Block

(1) The Māori reservation known as the Te Neke Block vests as undivided one-third shares in the specified trustees as tenants in common as follows:

(a) a share vests in the trustees; and

(b) a share vests in the trustees of the Te Manawa O Ngāti Kuri Trust; and

(c) a share vests in the trustees of Te Runanga o NgāiTakoto.

(2) The Te Neke Block remains set apart as a Māori reserve for the purposes of recreation and as a camping ground for the common use and benefit of the members of Te Aupouri, Ngāti Kuri, and NgāiTakoto as provided for in section 338 of Te Ture Whenua Maori Act 1993.

(3) The chief executive of Te Puni Kōkiri must, as soon as is reasonably practicable after the settlement date, provide written notification of the vesting in subsection (1) to the Registrar.

(4) The Registrar must, as soon as is reasonably practicable after receiving the notice, update his or her records accordingly.

(5) The legal description of the Te Neke Block is set out in Schedule 6.

Administrative matters

189 Final report of Board

(1) As soon as is reasonably practicable after the settlement date, the trustees must prepare a final report (as if the report were an annual report) to show fully the financial results of the operations of the Board for the period beginning on the date of the previous annual report and ending with the close of the day immediately before the settlement date.

(2) The final report must consist of a statement of the financial position of the Board and other statements of accounts necessary to provide the information required by subsection (1).

(3) As soon as is reasonably practicable after the completion of the final report, the trustees must provide the final report to the Minister of Māori Affairs, who must present it to the House of Representatives as soon as is reasonably practicable after receiving it from the trustees.

190 Matters not affected by transfer

Nothing given effect to or authorised by this subpart—

(a) places the Board or the trustees of Te Rūnanga Nui, the Crown, or any other person or body in breach of a contract or confidence, or makes them civilly or criminally liable for any matter; or

(b) creates a right for any person to terminate or cancel any contract or arrangement, to accelerate the performance of an obligation, to impose a penalty, or to increase a charge; or

(c) places the Board, the trustees of Te Rūnanga Nui, the Crown, or any other person or body in breach of an enactment, rule of law, or contract

that prohibits, restricts, or regulates the assignment or transfer of an asset or a liability or the disclosure of information; or

(d) releases a surety wholly or in part from an obligation; or

(e) invalidates or discharges a contract.

191 Status of contracts and other instruments

(1) In subsection (2), **contracts and other instruments** means contracts, agreements, conveyances, deeds, leases, licences, other instruments, undertakings, and notices entered into by, made with, given to or by, or addressed to the Board (whether alone or with another person).

(2) On and from the settlement date, contracts and other instruments are binding on, and enforceable by, against, or in favour of, the trustees as if the contracts or other instruments had been entered into by, made with, given to or by, or addressed to or by the trustees and not the Board.

192 Status of existing securities

(1) A security held by the Board as security for a debt or other liability to the Board incurred before the settlement date—

(a) is available to the trustees as security for the discharge of that debt or liability; and

(b) if the security extends to future or prospective debts or liabilities, is available as security for the discharge of debts or liabilities to the trustees incurred on or after the settlement date.

(2) The trustees are entitled to the same rights and priorities, and are subject to the same liabilities, in relation to the security as the Board would be if this subpart had not been passed.

193 Books and documents to remain evidence

(1) A document, matter, or thing that would have been admissible in evidence for or against the Board is, on and after the settlement date, admissible in evidence for or against the trustees.

(2) For the purpose of this section, **document** has the same meaning as in section 4 of the Evidence Act 2006.

194 Registers

(1) The Registrar-General and other persons charged with keeping books or registers are not required to change the name of the Board to the names of the trustees in the books or registers or in a document solely because of the provisions of this subpart.

(2) If the trustees present an instrument referred to in subsection (3) to the Registrar-General or other person, the presentation of that instrument is, in the ab-

sence of evidence to the contrary, sufficient proof that the property is vested in the trustees, as specified in the instrument.

(3) For the purposes of this section, the instrument need not be an instrument of transfer, but must—

(a) be executed or purport to be executed by the trustees; and

(b) relate to assets or liabilities held, managed, or controlled by the Board or any entity wholly or partly owned or controlled by the Board immediately before the settlement date; and

(c) be accompanied by a certificate given by the trustees or their solicitor that the property was vested in the trustees by or under this Act.

(4) This section does not apply to the registration of the vestings referred to in sections 187 and 188.

195 Interpretation

In sections 196 to 198, a reference to an employee of the Board who becomes an employee of the trustees (a **transferred employee**) means a person employed by the Board immediately before the settlement date who becomes an employee of the trustees on the settlement date.

196 Liability of employees and agents

(1) A person who, at any time before the settlement date, held office as a member of the Board or who was an officer, employee, agent, or representative of the Board, is not personally liable in respect of an act or thing done or omitted to be done by him or her before the settlement date in the exercise or bona fide purported exercise of an authority conferred by or under the Maori Trust Boards Act 1955 or any other enactment.

(2) This section applies only—

(a) in the absence of actual fraud; and

(b) if the act or omission does not amount to an offence under any enactment or rule of law.

197 Transfer of employees

On and from the settlement date, each employee of the Board ceases to be an employee of the Board and becomes an employee of the trustees.

198 Protection of terms and conditions of employment

(1) The employment of a transferred employee must be on terms and conditions no less favourable to the transferred employee than those applying to the employee immediately before the settlement date.

(2) Subsection (1)—

(a) continues to apply to the terms and conditions of employment of a transferred employee until they are varied by agreement between the transferred employee and the trustees; but

(b) does not apply to a transferred employee who receives any subsequent appointment with the trustees.

199 Continuity of employment

For the purposes of an enactment, rule of law, determination, contract, or agreement relating to the employment of a transferred employee, the transfer of the employee from the Board to the trustees does not, of itself, break the employment of that person, and the period of his or her employment by the Board is to be regarded as having been a period of service with the trustees.

200 No compensation for technical redundancy

A transferred employee is not entitled to receive any payment or any other benefit solely on the ground that—

(a) the position held by the employee with the Board has ceased to exist; or

(b) the employee has ceased, as a result of his or her transfer to the trustees, to be an employee of the Board.

Subpart 2—Taxation provisions

201 Application

This subpart applies, for the purposes of the Inland Revenue Acts, by virtue of the reorganisation of the governance of Te Aupouri under subpart 1.

Trustees deemed to be same person as Aupouri Maori Trust Board

202 Taxation in respect of transfer of assets and liabilities of Board

(1) On and from the date on which the assets and liabilities vest in the trustees under section 186,—

(a) the trustees are deemed to be the same person as the Board; and

(b) everything done by the Board before the assets and liabilities vest in the trustees is deemed to have been done by the trustees on the date that it was done by the Board.

(2) Income derived or expenditure incurred by the Board before the assets and liabilities vest in the trustees does not become income derived or expenditure incurred by the trustees just because the assets and liabilities vest in the trustees under section 186.

(3) Subsection (4) applies if income of the Board—

(a) is derived from a financial arrangement, trading stock, revenue account property, or depreciable property; and

(b) is exempt income of the Board but is not exempt income of the trustees.

(4) The trustees must be treated as having acquired the financial arrangement, trading stock, revenue account property, or depreciable property on the day it becomes the trustees' property for a consideration that is its market value on that day.

(5) The trustees must identify the undistributed charitable amounts, using the following formula:

$$x - y$$

where—

x is the total amounts derived by the Board that, but for the application of sections CW 41 and CW 42 of the Income Tax Act 2007, would have been taxable income derived by the Board before the settlement date

y is the amounts described in x that have been distributed before the settlement date.

(6) The undistributed charitable amounts referred to in subsection (5) are excluded from the corpus of the trustees for the purposes of the Income Tax Act 2007, to the extent to which they are otherwise included but for this subsection.

(7) If the trustees distribute an undistributed charitable amount to a person, that amount is treated as beneficiary income for the purposes of the Income Tax Act 2007, unless subsection (8) applies.

(8) If the trustees distribute an undistributed charitable amount for a charitable purpose, the distribution is exempt income of the recipient.

203 Election by trustees to be Maori authority

(1) If the trustees make an election under section HF 11 of the Income Tax Act 2007 to become a Maori authority, to the extent that the amount referred to in section 202(5) is distributed in an income year, that distribution will be—

(a) exempt income if the distribution is applied for a charitable purpose; or

(b) a taxable Maori authority distribution.

(2) If this section applies, the amount must be disregarded for the purposes of section HF 8 of the Income Tax Act 2007.

Subsidiaries

204 Taxation in respect of assets and liabilities of subsidiaries

(1) This section applies provided that—

(a) the assets and liabilities of the subsidiaries remain the assets and liabilities of those subsidiaries; and

(b) income of a subsidiary derived from a financial arrangement, trading stock, revenue account property, or depreciable property is exempt income of that subsidiary before the commencement of this Act, and

ceases to be exempt income as a result of the application of section 186(4).

(2) The subsidiaries are to be treated as having acquired the financial arrangement, trading stock, revenue account, or depreciable property for a consideration that is its market value on the date of the commencement of this Act.

205 Election by subsidiary to be Maori authority

(1) If either of the subsidiaries makes an election under section HF 11 of the Income Tax Act 2007 to become a Maori authority, income derived by the subsidiary before the commencement of this Act that was exempt income under sections CW 41 and CW 42 of that Act must be treated as a taxable Maori authority distribution if, after the commencement of this Act, it is distributed by the subsidiary in an income year.

(2) If this section applies, the distribution must be disregarded for the purposes of section HF 8 of the Income Tax Act 2007.

Subpart 3—Miscellaneous matters

Amendments

206 Maori Trust Boards Act 1955 amended

(1) This section amends the Maori Trust Boards Act 1955.

(2) On and from the settlement date, section 5 of the Maori Trust Boards Act 1955 (which continued the Aupouri Maori Trust Board) is repealed.

207 Amendments to Maori Trust Boards Regulations 1985

(1) This section amends the Maori Trust Boards Regulations 1985.

(2) Revoke clauses 5 and 17.

(3) In Schedule 1, revoke the item relating to the Aupouri Maori Trust Board.

(4) In Schedule 2, revoke the item relating to the Aupouri Maori Trust Board.

Schedule 1
Te Aupouri cultural redress properties

ss 6(4), 22, 44(1), 46(3)

Properties vested in fee simple

Name of property	Description	Interests
Hukatere Pā	*North Auckland Land District—Far North District* 10.1352 hectares, more or less, being Section 5 SO 469833. Part *Gazette* 1966, p 1435 and Part *Gazette* 1968, p 2426.	Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Subject to the protective covenant certificate C626733.1. Subject to the Public Access Easement certificate C626733.2. Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.
Murimotu Island	*North Auckland Land District—Far North District* 8.8500 hectares, more or less, being Sections 1 and 2 SO 457794. All computer freehold register NA138A/291.	Subject to a lease to Maritime New Zealand referred to in section 24(4). Subject to an unregistered licence to Institute of Geological and Nuclear Sciences Limited for installation and operation of a tsunami warning system dated 10 December 2008.
Te Kao School site A	*North Auckland Land District—Far North District* 0.4047 hectares, more or less, being Te Kao 1F. All Proclamation 19972. 2.4711 hectares, more or less, being Parengarenga 5B3E. All computer freehold register NA2D/999.	Subject to the lease referred to in section 25(2).
Waipapariki (Te Kao 76 and 77B)	*North Auckland Land District—Far North District* 59.3370 hectares, more or less, being Lot 1 DP 136786. All *Gazette* notice C195139.1.	Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Subject to the protective covenant certificate C626733.1. Subject to a right of way easement created by M.L.C. Order dated 8 January 1943 (M.B. N74/26). Together with a right of way easement created by Consolidation Order P.R. 4A/557.

Name of property	Description	Interests
		Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.

Properties vested in fee simple subject to conservation covenants

Name of property	Description	Interests
Kahokawa	*North Auckland Land District—Far North District* 8.5500 hectares, more or less, being Section 5 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in section 27(3).
Maungatiketike Pā	*North Auckland Land District—Far North District* 2.0220 hectares, more or less, being Section 2 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in section 28(3).
Pitokuku Pā	*North Auckland Land District—Far North District* 4.2360 hectares, more or less, being Section 3 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in section 29(3).
Taurangatira Pā	*North Auckland Land District—Far North District* 12.0770 hectares, more or less, being Section 4 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in section 30(3).
Te Rerepari	*North Auckland Land District—Far North District* 6.0000 hectares, more or less, being Section 5 SO 470881. Part computer freehold registers NA738/244 (half share), NA2108/28 (three-eighths share) and NA1A/1450 (one-eighth share).	Subject to the conservation covenant referred to in section 31(3). Subject to an unregistered concession NO-21987-OTH - Beehives to Watson & Murray Associates (dated 22 December 2008).

Properties vested in fee simple to be administered as reserves

Name of property	Description	Interests
Te Ārai Conservation Area	*North Auckland Land District—Far North District* 1195.8450 hectares, more or less, being Section 1 SO 470871. Part *Gazette* 1961, p 911. All computer freehold register NA31A/52.	Subject to being a scenic reserve, as referred to in section 32(3). Subject to the right of way easement referred to in section 32(5).
Te Ārai Ecological Sanctuary	*North Auckland Land District—Far North District*	Subject to being a nature reserve, as referred to in section 33(3).

Name of property	Description	Interests
	4.7626 hectares, more or less, being Section 1 Block III Houhora West Survey District. All *Gazette* 1970, p 2362.	
Te Tomo a Tāwhana (Twin Pā) Sites	*North Auckland Land District—Far North District*	Subject to being a historic reserve, as referred to in section 34(3).
	70.7357 hectares, more or less, being Sections 1 and 2 SO 470882. All computer freehold register NA120C/540 and Part Proclamation B342446.1.	Subject to section 241(2) of the Resource Management Act 1991 (affects the part formerly held in computer freehold register NA120C/540).
		Subject to the right of way easement in gross referred to in section 34(5).
Mai i Waikanae ki Waikoropūpūnoa	*North Auckland Land District—Far North District*	Subject to being a scenic reserve, as referred to in section 35(4).
	18.7500 hectares, more or less, being Section 2 SO 470146. Part *Gazette* notice C195138.1.	Subject to the protective covenant certificate C626733.1.
		Subject to Crown forestry licence registered as C312828.1F and held in computer interest register NA100A/1.
		Together with a right of way easement created by D592406A.2.
		Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1.
Mai i Hukatere ki Waimahuru	*North Auckland Land District—Far North District*	Subject to being a scenic reserve, as referred to in section 36(4).
	80.8425 hectares, more or less, being Sections 8, 9, and 10 SO 469833. Part *Gazette* notice B342446.1 and Part *Gazette* 1966, p 1435.	Subject to the protective covenant certificate C626733.1.
		Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1.
		Together with a right of way easement created by D145215.1 (affects the part formerly Lot 1 DP 136868).
		Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1 (affects the parts formerly Part Lot 1 DP 136869, Part Lot 1 DP 136868, and Part Lot 1 DP 137713).
Mai i Ngāpae ki Waimoho	*North Auckland Land District—Far North District*	Subject to being a scenic reserve, as referred to in section 37(4).

Name of property	Description	Interests
	44.2385 hectares, more or less, being Sections 1, 2, 3, and 4 SO 469833. Part *Gazette* 1966, p 1435.	Subject to the protective covenant certificate C626733.1. Subject to Crown Forestry licence registered as C312828.1F and held in computer interest register NA100A/1. Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9109779.1. Subject to a Notice pursuant to section 91 of the Government Roading Powers Act 1989 created by Instrument D538881.1 (affects the part formerly Lot 1 DP 137714).
Mai i Waimimiha ki Ngāpae	*North Auckland Land District—Far North District* 72.1300 hectares, more or less, being Section 1 SO 469396.	Subject to being a scenic reserve, as referred to in section 38(3).

Lake and lakebed properties vested in fee simple

Name of property	Description	Interests
Bed of Lake Ngākeketo	*North Auckland Land District—Far North District* 11.5100 hectares, more or less, being Section 6 SO 469373. Part computer interest register 629523.	Subject to the conservation covenant referred to in section 41(3).
Waihopo Lake property	*North Auckland Land District—Far North District* 20.4600 hectares, more or less, being Section 1 SO 68594. Part Proclamation B342446.1.	

Schedule 2
Te Oneroa-a-Tohe redress

ss 62, 64(5), 74(1), 79(1)

Contents

Part 1
Procedural and other matters relevant to Board

Matters relevant to appointments

1 Term of appointment of members of Board

(1) Members of the Board are appointed for a term of 3 years unless a member is discharged or resigns earlier.

(2) An appointer may, at the discretion of the appointer, discharge or reappoint a member appointed by that appointer.

(3) A member appointed by an iwi appointer or the Te Hiku Community Board may resign by giving written notice to the relevant appointer.

2 Vacancies

(1) If a vacancy occurs on the Board, the relevant appointer must fill the vacancy as soon as is reasonably practicable.

(2) A vacancy does not prevent the Board from continuing to carry out its functions.

3 Chairperson and deputy chairperson

(1) At the first meeting of the Board,—

(a) the iwi members must, by simple majority of those members present and voting, appoint a member of the Board to be the chairperson of the Board; and

(b) the Board must, by simple majority of those members present and voting, appoint a member of the Board to be the deputy chairperson of the Board.

(2) The chairperson may be reappointed as chairperson, or removed from that office, by simple majority of the iwi members of the Board present and voting.

(3) The deputy chairperson may be reappointed as deputy chairperson, or removed from that office, by simple majority of all the members of the Board present and voting.

(4) The appointments under subclause (1) are for a term of 3 years, unless—

(a) the chairperson resigns earlier or is removed from that office by simple majority of the iwi members of the Board present and voting; or

(b) the deputy chairperson resigns earlier or is removed from that office by simple majority of all the members of the Board present and voting.

Procedural matters

4 Board to regulate own procedure

The Board must regulate its own procedures unless expressly provided for otherwise by or under subpart 2 of Part 2 or this schedule.

5 Standing orders

(1) At the first meeting of the Board, the Board must adopt a set of standing orders for the operation of the Board.

(2) The Board may amend the standing orders at any time.

(3) The standing orders adopted by the Board must not contravene—

(a) subpart 2 of Part 2 or this schedule; or

(b) tikanga Māori; or

(c) subject to paragraph (a), the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other enactment.

(4) Board members must comply with the standing orders of the Board.

6 Meetings of Board

(1) At the first meeting of the Board, the Board must agree a schedule of meetings that will allow the Board to achieve its purpose and carry out its functions.

(2) The Board must review the schedule of meetings regularly to ensure that it continues to meet the requirements of subclause (1).

(3) The quorum for a meeting of the Board is not fewer than 5 members, comprising—

(a) at least 2 members appointed by the iwi appointers; and

(b) at least 2 members appointed by the Councils and Te Hiku Community Board; and

(c) the chairperson or deputy chairperson.

7 Decision making

(1) The decisions of the Board must be made by vote at a meeting.

(2) The Board must seek to obtain a consensus among its members, but if, in the opinion of the chairperson (or the deputy chairperson, if the chairperson is not present), consensus is not practicable after a reasonable discussion, a decision may be made by a minimum of 70% of those members present and voting at a meeting of the Board.

(3) The chairperson and deputy chairperson of the Board may vote on any matter but do not have casting votes.

(4) The members of the Board must approach decision making in a manner that—

(a) is consistent with, and reflects, the purpose of the Board; and

(b) acknowledges, as appropriate, the interests of relevant Te Hiku o Te Ika iwi in any relevant parts of the Te Oneroa-a-Tohe management area.

8 Declaration of interest

(1) Each member of the Board must disclose any actual or potential interest in a matter to the Board.

(2) The Board must maintain an interests register in which it records details of the actual or potential interests disclosed to the Board.

(3) The affiliation of a member to an iwi or a hapū with customary interests in the Te Oneroa-a-Tohe management area is not an interest that must be disclosed.

(4) A member of the Board is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter merely because—

(a) the member is affiliated to an iwi or a hapū that has customary interests in or over the Te Oneroa-a-Tohe management area; or

(b) the economic, social, cultural, and spiritual values of an iwi or a hapū and its relationship with the Board are advanced by, or reflected in,—

(i) the subject matter under consideration; or

(ii) any decision by, or recommendation of, the Board; or

(iii) the participation of the member in the matter under consideration.

(5) For the purposes of this clause, a member of the Board has an actual or a potential interest in a matter if that member—

(a) may derive a financial benefit from the matter; or

(b) is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or

(c) may have a financial interest in a person to whom the matter relates; or

(d) is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or

(e) is otherwise directly or indirectly materially interested in the matter.

(6) However, a member does not have an interest in a matter if that interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member in carrying out responsibilities as a member of the Board.

(7) In this clause,—

interest does not include an interest that a member may have through an affiliation with an iwi or a hapū that has customary interests in the Te Oneroa-a-Tohe management area

matter means—

(a) the Board's performance of its functions or exercise of its powers; or

(b) an arrangement, agreement, or a contract made or entered into, or proposed to be entered into, by the Board.

9 Performance of Board members

(1) If the Board considers that a member of the Board has acted or is acting in a manner that is not in the best interests of the Board, the Board may determine, by a minimum majority of 70% of its members present and voting at a meeting, to give written notice of the matter to the appointer of the member concerned.

(2) A notice given under subclause (1) must—

(a) set out the basis for the Board's decision to give notice; and

(b) be copied and delivered to the Board member concerned on the same working day that it is given to the appointer concerned.

(3) The appointer concerned may give written notice to the Board seeking clarification of any matters relating to the Board's notice.

(4) The Board must provide clarification on the matters requested by the appointer concerned.

10 Investigation of, and decision on, matters raised in Board's notice

(1) In this clause, **investigation date** means the date when an appointer receives a notice from the Board under clause 9(1) or further information under clause 9(4), whichever is the later.

(2) The appointer must—

(a) undertake an investigation of the matters set out in the Board's notice; and

(b) not later than 15 working days after the investigation date, prepare a preliminary report and provide it to the Board; and

(c) not later than 20 working days after the investigation date, meet with the Board or a subcommittee of the Board to discuss the preliminary report; and

(d) not later than 5 working days after that meeting, give written notice of the appointer's decision to—

(i) the Board; and

(ii) the member concerned.

(3) If the decision referred to in subclause (2)(d) is to discharge the member concerned, the appointer must—

(a) discharge the member from the Board by written notice; and

(b) appoint a new member as soon as is reasonably practicable.

(4) If the appointer considers that the circumstances do not justify the discharge of the member concerned, the appointer need take no further action.

11 Reporting and review by Board

(1) The Board must report annually in writing to the appointers, setting out—

(a) the activities of the Board during the preceding 12 months; and

(b) how those activities are relevant to the purpose and functions of the Board.

(2) The appointers—

(a) must, on the date that is 3 years after the date of the first meeting of the Board, commence to review the performance of the Board, including whether, and the extent to which,—

(i) the purpose of the Board is being achieved; and

(ii) the functions of the Board are being effectively carried out; and

(b) may undertake any subsequent review of the Board at a time agreed by all the appointers.

(3) After the review required by subclause (2)(a) or other review undertaken under subclause (2)(b), the appointers may make recommendations to the Board on relevant matters arising from a review.

12 Responsibility for administration of Board

(1) The Councils jointly must provide technical and administrative support to the Board in the performance of its functions.

(2) The Northland Regional Council must—

(a) hold any funds on behalf of the Board as a separate and identifiable ledger item; and

(b) expend those funds as directed by the Board.

Part 2
Preparation, approval, and review of beach management plan

13 Process for preparing draft plan

(1) The Board must, not later than 3 months after its first meeting, commence preparation of a draft beach management plan (**draft plan**), which must be completed not later than 2 years after that first meeting.

(2) In preparing a draft plan, the Board—

(a) may consult, and seek comment from, any appropriate persons and organisations; and

(b) must ensure that the draft plan is consistent with the purpose of and priority matters for the plan, as set out in section 75(1); and

(c) must consider and document the potential alternatives to, and potential benefits and costs of, the matters provided for in the draft plan.

(3) The Board may request reports or advice from the Councils, to assist it in—

(a) the preparation of the draft plan; or

(b) approval of the beach management plan.

(4) The Councils must comply with a request where it is reasonably practicable to do so.

(5) The obligation under subclause (2)(b) applies only to the extent that it is proportionate to the nature and contents of the plan.

14 Notification of draft plan

(1) After the Board has prepared a draft plan under clause 13, the Board must give public notice of the draft plan stating that—

(a) the draft plan is available for public inspection at the places and times specified in the notice; and

(b) any individuals or bodies may lodge submissions on the draft plan with the Board and specifying—

(i) the manner in which submissions must be lodged (which may be in writing or by electronic means); and

(ii) the place and latest date for lodging any submission; and

(c) submitters may indicate that they wish to be heard in support of their submissions.

(2) In addition, the Board may notify the draft plan by any other means.

(3) The Board must make the draft plan available for public inspection in accordance with the advice given in the public notice.

(4) The date specified under subclause (1)(b)(ii) must be not later than 20 working days after the date of the publication of the notice given under subclause (1).

(5) Prior to any hearing of submissions, the Board must prepare and make publicly available a summary of the submissions received.

15 Hearing

If a submitter requests to be heard, the Board must give written notice of the date and time of the hearing not less than 10 working days before the date of the hearing and conduct a hearing accordingly.

16 Approval and notification of beach management plan

(1) The Board—

(a) must consider any written and oral submissions, to the extent that they are consistent with the purpose of the draft plan; and

(b) may amend the draft plan; and

(c) must approve the draft plan as the beach management plan.

(2) The Board—

(a) must give public notice of the beach management plan; and

(b) may notify it by any other means the Board considers appropriate; and

(c) must make available for public inspection a report that identifies how submissions were addressed by the Board.

(3) The notice given under subclause (2) must specify—

(a) the place where and times when the beach management plan is available for public inspection, which—

(i) must include the local offices of the Councils; and

(ii) may include the offices of other appropriate agencies; and

(b) the date on which the beach management plan comes into force.

(4) The beach management plan comes into force on the date specified in the notice.

17 Review of beach management plan

(1) The Board must commence a review of the beach management plan not later than 10 years after—

(a) the approval of the first beach management plan; and

(b) the completion of each succeeding review.

(2) If the Board considers, as a result of a review, that the beach management plan should be amended—

(a) in a material way, the amended beach management plan must be prepared and approved in accordance with clauses 13 to 16 as if references in those clauses to the preparation of the draft plan were references to the review of the plan; or

(b) in a way that is of minor effect, the amended plan may be approved in accordance with clause 16(1)(c) and (2).

Schedule 3
Korowai

ss 80, 83, 85(4), 106, 107(3), 108(2), 109

Contents

Part 1
Te Hiku o Te Ika Conservation Board: membership and procedures

1 Interpretation

In this schedule,—

customary materials means—

(a) dead protected animals or parts of such animals:

(b) plants or plant material or parts of plants

nominator means each of the entities specified in section 85(1)(a) or (2)(a) and (b) (as the case may require).

2 Application of Conservation Act 1987

(1) The following provisions of the Conservation Act 1987 do not apply—

(a) to the Conservation Board as a whole established by section 82:

(i) section 6L(2) and (3) (relating to the name and area of a board):

(ii) section 6P(1) and (5) to (7D) (relating to membership):

(iii) section 6T(3) and (4) (relating to the rules for a quorum and for voting); or

(b) to the members of the Conservation Board appointed on the nomination of the nominators in accordance with section 85(1)(a) or (2)(a) and (b) (as the case may require):

(i) section 6P(2) to (4) (relating to membership):

(ii) section 6R(2) and (4A) (relating to the term of office).

(2) The following provisions of the Conservation Act 1987 apply to the Conservation Board, but in the manner provided for by this subclause:

(a) section 6O (which relates to the annual report), except that the Conservation Board must provide the report to the nominators at the same time as it is provided to the Conservation Authority:

(b) section 6R(3) (which relates to giving notice of resignation), except that notice must be given to the Conservation Board at the same time as to the Minister:

(c) section 6S(1) (which relates to the appointment of a chairperson), except that the members of the Conservation Board, rather than the Minister, are to appoint the first chairperson:

(d) section 6T(5) (which relates to the voting rights of the chairperson), except that the chairperson does not have a casting vote.

3 Appointments by Minister

(1) In appointing members of the Board under section 85(1)(a) or (2)(a) and (b) (as the case may require), the Minister may appoint only the persons nominated by each of the nominators.

(2) However, if the Minister is concerned that a person nominated is not able properly to discharge the obligations of a Board member, the Minister must—

(a) advise the relevant nominator of any concern and seek to resolve the concern with that nominator; and

(b) if the concern is not resolved, seek an alternative nomination from the relevant nominator until the Minister is satisfied that the person nominated is able properly to discharge the obligations of a Board member; and

(c) appoint that member.

(3) The Minister must remove a member of the Board appointed under section 85(1)(a) or (2)(a) and (b) (as the case may require) if requested in writing to do so by the relevant nominator.

4 Replacement of members

(1) If the Minister is concerned that a member of the Conservation Board appointed on the nomination of a nominator is no longer able properly to discharge the obligations of a member of the Board, the Minister must—

(a) inform the relevant nominator in writing of the Minister's concern; and

(b) seek to resolve the concern through discussion with the nominator; and

(c) remove the member if the concern is not resolved; and

(d) if paragraph (c) applies, request a new nomination from the relevant nominator; and

(e) appoint a new member of the Conservation Board in accordance with clause 3 when the Minister has received an appropriate nomination.

(2) If Te Hiku o Te Ika iwi are concerned that a member of the Conservation Board appointed by the Minister under section 85(1)(b) or (2)(c) (as the case may require) is not able properly to discharge the obligations of a member of the Conservation Board,—

(a) Te Hiku o Te Ika iwi may give written notice to the Minister setting out the nature of the concern; and

(b) the Minister must consider the matters set out in the notice; and

(c) if the Minister is concerned that the member is not able properly to discharge the obligations of a member of the Conservation Board for a reason given in section 6R(2) of the Conservation Act 1987, the Minister—

(i) may remove that member; and

(ii) must give notice in writing to Te Hiku o Te Ika iwi of the outcome of the process undertaken under this subclause.

5 Quorum and voting

(1) The quorum for a meeting of the Conservation Board is as follows:

(a) 2 of the members appointed by the nominators under section 85(1)(a) and 2 of the members appointed by the Minister under section 85(1)(b) if the Conservation Board has 8 members; or

(b) 3 of the members appointed by the nominators and the Ngāti Kahu governance entity under section 85(2)(a) and (b) and 3 of the members appointed by the Minister under section 85(2)(c), if the Conservation Board has 10 members.

(2) Decisions of the Conservation Board must be made—

(a) by vote at a meeting of the Conservation Board; and

(b) by a minimum majority of 70% of the members present and voting at the meeting.

Part 2
Decision-making framework

6 Scope of decision-making framework

(1) Not later than the settlement date, the parties must, in a spirit of co-operation, discuss and agree a schedule that identifies—

(a) any decisions of a kind that do not require the application of the decision-making framework comprising the 6 stages set out in clauses 7 to 12; and

(b) any decisions of a kind for which that decision-making framework may be modified, and the nature of that modification; and

(c) how the decision-making framework may be modified to reflect the need for decisions to be made at a national level that may affect the areas of interest of Te Hiku o Te Ika iwi.

(2) Agreements made under subclause (1) must recognise the need to achieve a balance between—

(a) providing for the interests of Te Hiku o Te Ika iwi in decision making on conservation matters; and

(b) allowing the Minister and Director-General to—

(i) carry out their statutory functions; and

(ii) make decisions in an efficient and a timely manner, including decisions made at a national level that affect the areas of interest of Te Hiku o Te Ika iwi.

(3) The parties may, from time to time, agree to review the schedule required by this clause.

(4) Te Hiku o Te Ika iwi may, from time to time, by written notice to the Director-General, waive their rights under the decision-making framework, stating the extent and duration of any waiver.

(5) The parties must—

(a) maintain open communication with each other on the effectiveness of the decision-making framework; and

(b) not later than 2 years after the settlement date, jointly commence a review of the framework.

Decision-making framework

7 Stage 1 of decision-making framework

The Director-General must notify Te Hiku o Te Ika iwi in writing that a particular decision is to be made and specify—

(a) the nature of the decision; and

(b) the time within which Te Hiku o Te Ika iwi must provide a response.

8 Stage 2 of decision-making framework

Within the specified time, Te Hiku o Te Ika iwi governance entities must notify the Director-General in writing of—

(a) the nature and degree of the interest of the relevant Te Hiku o Te Ika iwi in the relevant decision; and

(b) the views of Te Hiku o Te Ika iwi about that decision.

9 Stage 3 of decision-making framework

The Director-General must respond in writing to Te Hiku o Te Ika iwi confirming—

(a) the Director-General's understanding of the matters expressed by Te Hiku o Te Ika iwi under clause 8; and

(b) how those matters will be addressed in the decision-making process; and

(c) any issues that arise from those matters.

10 Stage 4 of decision-making framework

(1) The person with statutory responsibility for making any decision specified under clause 7 must—

(a) consider the response of the Director-General to Te Hiku o Te Ika iwi under clause 9 and any further response from Te Hiku o Te Ika iwi to the Director-General; and

(b) consider whether it is possible, in making the particular decision, to reconcile any conflict between the interests and views of Te Hiku o Te Ika iwi and other considerations relevant to the decision-making process; and

(c) make the decision in accordance with the relevant conservation legislation.

(2) In making the decision, the decision maker must, if a relevant Te Hiku o Te Ika iwi interest is identified,—

(a) comply with section 106; and

(b) if the circumstances justify it, give a reasonable degree of preference to the interests of Te Hiku o Te Ika iwi.

11 Stage 5 of decision-making framework

The decision maker referred to in clause 10(1) must, as part of the decision document, record in writing—

(a) the nature and degree of Te Hiku o Te Ika iwi interest in the particular decision and the views of Te Hiku o Te Ika iwi notified to the Director-General under clause 8; and

(b) how, in making the particular decision, the decision maker complied with section 4 of the Conservation Act 1987.

12 Stage 6 of decision-making framework

The decision maker referred to in clause 10(1) must forward the particular decision to Te Hiku o Te Ika iwi, including the matters recorded under clause 11.

Part 3
Customary materials plan

13 Contents of customary materials plan

(1) The customary materials plan required by section 107 must—

(a) provide a tikanga Māori perspective on customary materials; and

(b) identify the species of plants from which material may be taken; and

(c) identify the species of dead protected animals that may be possessed; and

(d) identify the sites within conservation protected areas for customary taking of plant materials; and

(e) identify the methods permitted for customary taking of plant materials from those areas and the quantity permitted; and

(f) identify protocols for the possession of dead protected animals; and

(g) specify monitoring requirements.

(2) The customary materials plan must include the following information about the species identified in the plan:

(a) the taxonomic status of a species; and

(b) whether a species is threatened or rare; and

(c) the current state of knowledge about a species; and

(d) whether a species is the subject of a species recovery plan under the Wildlife Act 1953; and

(e) any other similar relevant information.

(3) The customary materials plan must include any other matters relevant to the customary taking of plant materials or the possession of dead protected animals as may be agreed by the parties.

14 Review of customary materials plan

(1) The parties must commence a review of the first customary materials plan agreed under section 107 not later than 24 months after the settlement date.

(2) The parties may agree to commence subsequent reviews of the customary materials plan at intervals of not more than 5 years after the date that the previous review is completed.

15 Issuing of authorisations under plan

Te Hiku o Te Ika iwi may issue an authorisation to a member of Te Hiku o Te Ika iwi to take plant materials or possess dead protected animals—

(a) in accordance with the customary materials plan; and

(b) without the requirement for a permit or other authorisation under the relevant conservation legislation.

16 Conservation issues arising from authorisations made under plan

(1) If either of the parties identifies any conservation issue arising from the implementation of the customary materials plan, or affecting the exercise of any rights under the plan, the parties jointly must—

(a) seek to address the issue; and

(b) endeavour to resolve the issue by measures that may include—

(i) the Director-General considering restrictions to granting authorisations under clause 15; and

(ii) the parties agreeing to amend the plan.

(2) If the Director-General is not satisfied that a conservation issue has been appropriately addressed following the process under subclause (1),—

(a) the Director-General may notify Te Hiku o Te Ika iwi that a particular provision of the plan is suspended; and

(b) on and from the date specified in the notice, clause 15 will not apply to the provision of the plan that has been suspended.

(3) If the Director-General takes action under subclause (2), the parties jointly must continue to seek to resolve the conservation issue with the objective of the Director-General revoking the suspension imposed under subclause (2)(a) as soon as practicable.

Part 4
Wāhi tapu framework

17 Wāhi tapu framework

The trustees may provide to the Director-General—

(a) a description of wāhi tapu on conservation land within the Te Aupouri area of interest; and

(b) any further information in relation to those wāhi tapu, including—

(i) their general locations and a description of the sites; and

(ii) the nature of the wāhi tapu; and

(iii) the hapū and iwi kaitiaki associated with the wāhi tapu.

18 Notice of intention to enter into wāhi tapu management plan

(1) The trustees may give notice in writing to the Director-General that a wāhi tapu management plan for the wāhi tapu identified in the wāhi tapu framework is to be entered into by the trustees and the Director-General.

(2) If a notice is given under subclause (1), the trustees and the Director-General must discuss and seek to agree a wāhi tapu management plan for the identified wāhi tapu.

19 Contents of wāhi tapu management plan

(1) The wāhi tapu management plan agreed under clause 18 may—

(a) include any information about wāhi tapu on conservation land that the trustees and the Director-General consider appropriate; and

(b) provide for the persons identified by the trustees to undertake management activities in relation to specified wāhi tapu.

(2) If the wāhi tapu management plan provides for management activities to be undertaken, the plan—

(a) must specify the scope and duration of the activities that may be undertaken; and

(b) constitutes lawful authority for the specified activities, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.

20 Preparation of management plan

A wāhi tapu management plan must be—

(a) prepared without undue formality and in the manner agreed between the Director-General and the trustees; and

(b) reviewed at intervals agreed by the Director-General and the trustees; and

(c) if the Director-General and the trustees consider it appropriate, made publicly available.

Part 5
Decisions concerning Te Rerenga Wairua Reserve

21 Interpretation

In this Part,—

3 iwi means—

(a) Ngāti Kuri; and

(b) Te Aupouri; and

(c) NgāiTakoto

relevant application means an application, in relation to all or part of Te Rerenga Wairua Reserve, for—

(a) a concession under section 59A of the Reserves Act 1977:

(b) any other authorisation under the Reserves Act 1977:

(c) a permit or an authorisation under the Wildlife Act 1953:

(d) an access arrangement under the Crown Minerals Act 1991

relevant process means a proposal, in relation to all or part of Te Rerenga Wairua Reserve, to—

(a) exchange the reserve for other land under section 15 of the Reserves Act 1977:

(b) revoke the reservation or change the classification of the reserve under section 24 of the Reserves Act 1977:

(c) change the management or control of the reserve under sections 26 to 38 of the Reserves Act 1977:

(d) prepare a conservation management plan for the reserve under section 40B of the Reserves Act 1977.

22 Matters on which decisions required

(1) If a relevant process is commenced or a relevant application received that relates to Te Rerenga Wairua Reserve, the Director-General must give an initial

notice of the commencement of the process or the receipt of the application to the 3 iwi.

(2) The initial notice must—

(a) include sufficient information to allow the 3 iwi to understand the nature of the relevant process or relevant application; and

(b) be given as soon as practicable after the relevant process is commenced or the relevant application received.

(3) The Director-General must subsequently give a further notice (the **decision notice**) that—

(a) specifies the date by which a decision is required from the 3 iwi and the Minister or the Director-General, as the case may be; and

(b) sets out all the information relevant to making an informed decision; and

(c) includes, if relevant, a briefing or report on the relevant process or relevant application—

(i) from the Department of Conservation; and

(ii) to the 3 iwi and the Minister or the Director-General, as the case may be.

(4) The decision notice must be given—

(a) at the time that the Department of Conservation provides the briefing or report under subclause (3)(c); or

(b) if no briefing or report is prepared, at the time the relevant process or relevant application has reached the stage where a decision may be made.

23 Method of decision making

The 3 iwi and the Director-General—

(a) must maintain open communication with each other concerning the relevant process or relevant application; and

(b) may meet to discuss the relevant process or relevant application; and

(c) must notify each other, not later than the date specified under clause 22(3)(a), of their decisions concerning the relevant process or relevant application.

24 Effect of decisions

(1) A relevant process may proceed only with the agreement of each of the 3 iwi and the Minister (or the Director-General, as appropriate).

(2) A relevant application may be granted only with the agreement of each of the 3 iwi and the Minister (or the Director-General, as appropriate).

(3) The 3 iwi or the Minister (or the Director-General as appropriate) may initiate a dispute resolution process if the 3 iwi or the Minister (or the Director-General,

as appropriate) considers it necessary or appropriate to resolve any matter concerning a relevant process or relevant application.

Schedule 4
Te Aupouri statutory areas

s 111

Statutory area	Location
Manawatāwhi / Three Kings Islands (known to Te Aupouri as Manawatāwhi, Ohau, Moekawa, and Oromaki)	As shown on deed plan OTS-091-01
Raoul Island, Kermadec Islands (known to Te Aupouri as Rangitāhua)	As shown on deed plan OTS-091-02
Simmonds Islands (known to Te Aupouri as Motu Puruhi and Terākautūhaka)	As shown on deed plan OTS-091-03
Paxton Point Conservation Area including Rarawa Beach Campground (known to Te Aupouri as Wharekāpu / Rarawa)	As shown on deed plan OTS-091-04
Kohurōnaki Pa	As shown on deed plan OTS-091-05
North Cape Scientific Reserve	As shown on deed plan OTS-091-06

Schedule 5
Notices relating to RFR land

ss 154, 177

1 Requirements for giving notice

A notice by or to an RFR landowner, or the trustees of an offer trust or a recipient trust, under subpart 4 of Part 3 must be—

(a) in writing and signed by—

(i) the person giving it; or

(ii) at least 2 of the trustees, for a notice given by the trustees of an offer trust or a recipient trust; and

(b) addressed to the recipient at the street address, postal address, fax number, or electronic address,—

(i) for a notice to the trustees of an offer trust or a recipient trust, specified for those trustees in accordance with the relevant deed of settlement, or in a later notice given by those trustees to the RFR landowner, or identified by the RFR landowner as the current address, fax number, or electronic address of those trustees; or

(ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under section 157, or in a later notice given to the trustees of an offer trust or identified by those trustees as the current address, fax number, or electronic address of the RFR landowner; and

(c) for a notice given under section 174 or 176, addressed to the chief executive of LINZ at the Wellington office of LINZ; and

(d) given by—

(i) delivering it by hand to the recipient's street address; or

(ii) posting it to the recipient's postal address; or

(iii) faxing it to the recipient's fax number; or

(iv) sending it by electronic means such as email.

2 Use of electronic transmission

Despite clause 1, a notice given in accordance with subclause (1)(a) may be given by electronic means as long as the notice is given with an electronic signature that satisfies section 226(1)(a) and (b) of the Contract and Commercial Law Act 2017.

Schedule 5 clause 2: amended, on 1 September 2017, by section 347 of the Contract and Commercial Law Act 2017 (2017 No 5).

3 Time when notice received

(1) A notice is to be treated as having been received—

(a) at the time of delivery, if delivered by hand; or

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

(c) at the time of transmission, if faxed or sent by other electronic means.

(2) However, a notice is to be treated as having been received on the next working day if, under subclause (1), it would be treated as having been received—

(a) after 5 pm on a working day; or

(b) on a day that is not a working day.

Schedule 6
Transfer of certain assets of Te Aupouri Maori Trust Board

ss 187(5), 188(5)

Name of Māori reservation	Description	Purpose of reservation
Takahua Burial Ground Block	*North Auckland Land District—Far North District* 1.6187 hectares, more or less, being Takahua Burial Ground Block. All computer freehold register 494204.	Set apart as a Māori reservation for the purposes of a burial ground by *Gazette* 1968, p 1164.
Te Neke Block	*North Auckland Land District—Far North District* 3.5410 hectares, more or less, being Te Neke Block.	Set apart as a Māori reservation for the purposes of recreation and as a camping ground by *Gazette* 1993, p 337.

Reprints notes

1 General

This is a reprint of the Te Aupouri Claims Settlement Act 2015 that incorporates all the amendments to that Act as at the date of the last amendment to it.

2 Legal status

Reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by any amendments to that enactment. Section 18 of the Legislation Act 2012 provides that this reprint, published in electronic form, has the status of an official version under section 17 of that Act. A printed version of the reprint produced directly from this official electronic version also has official status.

3 Editorial and format changes

Editorial and format changes to reprints are made using the powers under sections 24 to 26 of the Legislation Act 2012. See also http://www.pco.parliament.govt.nz/editorial-conventions/.

4 Amendments incorporated in this reprint

Contract and Commercial Law Act 2017 (2017 No 5): section 347

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