Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018

Public Act	2018 No 28
Date of assent	13 September 2018
Commencement	see section 2

Contents

The Parliament of New Zealand enacts as follows:

1 Title

This Act is the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018.

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 historical claims

3 Purpose

The purpose of this Act is—

(a) to record in English and te reo Māori the acknowledgements and apology given by the Crown to the iwi and hapū of Te Rohe o Te Wairoa in the deed of settlement; and

(b) to give effect to certain provisions of the deed of settlement that settles the historical claims of the iwi and hapū of Te Rohe o Te Wairoa.

4 Provisions to take effect on settlement date

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

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

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

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

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

5 Act binds the Crown

This Act binds the Crown.

6 Outline

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

(2) This Part—

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

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

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

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

(e) defines terms used in this Act, including key terms such as the iwi and hapū of Te Rohe o Te Wairoa 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) cultural redress that does not involve the vesting of land, namely,—

(i) protocols for Crown minerals and taonga tūturu on the terms set out in the documents schedule; and

(ii) a statutory acknowledgement by the Crown of the statements made by the iwi and hapū of Te Rohe o Te Wairoa of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement, together with deeds of recognition for the specified areas; and

(iii) an overlay classification applying to certain areas of land; and

(iv) a requirement that the Minister of Conservation, the Director-General, and the trustees enter into a partnership agreement; and

(v) the establishment of a joint board to administer certain reserves; and

(vi) the change of the reserve classification of a reserve; and

(vii) a requirement that the Te Urewera Board and the trustees enter into a partnership agreement; and

(b) the vesting in the trustees of 5 sites with a gifting back of the sites by the trustees to the Crown for the people of New Zealand.

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

(a) the transfer of deferred selection properties and of licensed land to give effect to the deed of settlement; and

(b) rights of access to protected sites; and

(c) a right of first refusal in relation to RFR land.

(5) There are 6 schedules, as follows:

(a) Schedule 1 sets out the groups that are included within the meaning of the iwi and hapū of Te Rohe o Te Wairoa:

(b) Schedule 2 describes the statutory areas to which the statutory acknowledgement relates and for which deeds of recognition are issued:

(c) Schedule 3 describes the overlay areas to which the overlay classification applies:

(d) Schedule 4 describes the reserves that the joint board will administer:

(e) Schedule 5 describes the gift-back sites:

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

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

7 Summary of historical account, acknowledgements, and apology

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

(2) Sections 9 and 10 record the text of the acknowledgements and apology given by the Crown to the iwi and hapū of Te Rohe o Te Wairoa in the deed of settlement.

8 Summary of historical account

(1) The Crown did not take Te Tiriti o Waitangi/the Treaty of Waitangi to Te Rohe o Te Wairoa, so the iwi and hapū of Te Rohe o Te Wairoa had no opportunity to consider whether to sign it.

(2) Between 1864 and 1868, the Crown purchased about 83 000 acres in Te Rohe o Te Wairoa. It did not always adequately survey the blocks it purchased, or fully investigate who had customary rights in them; nor did it set aside adequate reserves.

(3) When fighting broke out between the Crown and Māori in other regions in the 1860s, the iwi and hapū of Te Rohe o Te Wairoa worked hard to maintain peace among themselves in the rohe. War began there only when the Crown attacked the Omaruhakeke kāinga on Christmas Day 1865. Some of the iwi and hapū of Te Rohe o Te Wairoa who opposed the Crown in 1866 by fighting were captured and summarily executed or detained without trial on the Chatham Islands. Others from the iwi and hapū fought alongside the Crown. The war led to ongoing divisions between hapū who fought on different sides, as well as significant loss of life and property.

(4) In April 1867, some Wairoa Māori agreed under duress to cede 42 000 acres to the Crown. Some people from the iwi and hapū who did not consent to this cession had their interests effectively confiscated.

(5) After the 1868 escape of Te Kooti and other prisoners from the Chatham Islands, the Crown again asked some Wairoa Māori for military assistance. Members of the iwi and hapū fought on both sides of the ensuing war and there were more summary executions.

(6) In 1875, the Crown acquired 178 000 acres of land near Lake Waikaremoana by exploiting confusion about the legal status of the blocks. The Crown paid various parties, including other iwi, for their interests, but it completed the purchase process before seeking agreement from a prominent Ngāti Hinemanuhiri leader and his hapū with interests in the area.

(7) In 1867 and 1868, the Native Land Court awarded ownership of numerous Wairoa blocks to a maximum of 10 individual owners, allowing them to dispose of this as their absolute property, rather than acting as trustees. The native

land laws provided for individualisation of title and failed to provide a means for the collective administration of the land of the iwi and hapū until 1894.

(8) In the twentieth century, the Crown purchased further substantial areas of land in Te Rohe o Te Wairoa. In some transactions, the Crown misused its monopoly powers or purchased from individual owners after the owners had collectively decided against selling. In one large purchase, it unilaterally reduced the price owners had agreed to accept. The Urewera Consolidation Scheme (1921) led to significant loss of interests in land. The Crown assumed control over Lake Waikaremoana and resisted attempts for decades by Māori owners to secure title to the lakebed. In 1954, the Crown established Te Urewera National Park without consulting the iwi and hapū of Te Rohe o Te Wairoa about its establishment or recognising their interests in part of the park. In 1961, the Crown bought 19 700 acres from Ngāti Hingānga to add to the park.

(9) Since the 1870s, the Crown has compulsorily taken more than 500 acres for public works purposes from the iwi and hapū of Te Rohe o Te Wairoa. At Opoutama, it compulsorily took land for a landing ground from Māori, while leasing land from a Pākehā.

(10) By 2001, nearly 90 percent of the iwi and hapū lived outside Te Rohe o Te Wairoa. Many of those who remain suffer from serious socio-economic deprivation. Crown regulatory regimes left the iwi and hapū unable to exercise their kaitiakitanga responsibilities in relation to rivers, wetlands, and other significant areas in Te Rohe o Te Wairoa. Despite this, the iwi and hapū of Te Rohe o Te Wairoa have a long history of service in New Zealand's armed forces. The people also contributed generously to the Māori Soldiers Fund during World War I. Hereheretau Station, the most long-standing asset of the fund, is made up of land originally owned by hapū of Te Rohe o Te Wairoa.

9 Acknowledgements

(1) The Crown acknowledges that the iwi and hapū of Te Rohe o Te Wairoa did not sign the Treaty of Waitangi in 1840. The Crown's authority over New Zealand rested in part on the Treaty and the Crown's Treaty obligations, including its protective guarantees, applied to the iwi and hapū of Te Rohe o Te Wairoa. The Crown acknowledges that it has failed to meet many of its Treaty obligations to the iwi and hapū of Te Rohe o Te Wairoa. The Crown has failed to deal with the long-standing grievances of the iwi and hapū of Te Rohe o Te Wairoa in an appropriate way, and recognition of their grievances is long overdue.

Early Crown land purchasing

(2) The Crown acknowledges that, when purchasing land in Te Rohe o Te Wairoa in 1864 and 1865,—

(a) it failed to investigate customary rights fully before completing the Mahia and Nuhaka purchases; and

(b) it failed to survey adequately the Mahia and Nuhaka blocks; and

(c) it failed to ensure adequate reserves were set aside for those with customary interests in the blocks the Crown purchased in 1864 and 1865; and

(d) its acts and omissions when purchasing land from the iwi and hapū of Te Rohe o Te Wairoa breached the Treaty of Waitangi and its principles.

Outbreak of war in 1865

(3) The Crown acknowledges that it was ultimately responsible for the outbreak of the war that began with the Crown attack on the Omaruhakeke kāinga on Christmas Day 1865, and the resulting loss of life and property. The Crown acknowledges that its actions were a breach of the Treaty of Waitangi and its principles. The Crown further acknowledges that those from the iwi and hapū of Te Rohe o Te Wairoa who opposed the Crown in this war were unfairly labelled as rebels.

Confiscation and cession of land in 1867

(4) The Crown acknowledges that—

(a) some people from the iwi and hapū of Te Rohe o Te Wairoa with customary interests in the cession block did not give any consent to the 1867 deed of cession, and the effective confiscation of the interests of these people was wrongful and a breach of the Treaty of Waitangi and its principles; and

(b) those people from the iwi and hapū of Te Rohe o Te Wairoa who agreed to the 1867 deed of cession did so under duress, and the pressure applied by the Crown to secure this cession, and the resulting extinguishment of the customary interests of these people in the cession block, was a breach of the Treaty of Waitangi and its principles.

Summary executions of prisoners

(5) The Crown acknowledges that the summary executions by Crown forces of prisoners including Te Tuatini Tamaionarangi and Te Matenga Nehunehu in 1866 and Nama in 1868 during fighting in Te Rohe o Te Wairoa breached the Treaty of Waitangi and its principles and tarnished the honour of the Crown.

Detention without trial on the Chatham Islands

(6) The Crown acknowledges that the detention without trial of Moururangi of Ngāi Tamaterangi and at least 8 other individuals from the iwi and hapū of Te Rohe o Te Wairoa who suffered in harsh conditions on the Chatham Islands between 1866 and 1868 was an injustice and a breach of the Treaty of Waitangi and its principles.

The "4 southern blocks"

(7) The Crown acknowledges that in the aftermath of the Te Hatepe cession, and the enactment of the East Coast Act 1868, it negotiated the purchase of the "4 southern blocks" in a coercive context. The Crown further acknowledges that it used unreasonable tactics to purchase the "4 southern blocks", including—

(a) urging the iwi and hapū of Te Rohe o Te Wairoa to sell this land to alleviate a boundary dispute that the Crown had significantly worsened by making arrangements about the "4 southern blocks" on the basis of an incorrect claim that they had been confiscated; and

(b) completing the purchase before seeking the consent or paying for the interests of Te Waru Tamatea and those with him in exile in the Bay of Plenty.

(8) These acts and omissions meant that the Crown failed adequately to protect the interests of the iwi and hapū of Te Rohe o Te Wairoa and this was a breach of the Treaty of Waitangi and its principles.

Native land laws

(9) The Crown acknowledges that—

(a) it did not consult the iwi and hapū of Te Rohe o Te Wairoa about the introduction of the native land laws and the individualisation of title for which the native land laws provided; and

(b) in 1867 and 1868, the Native Land Court awarded ownership of numerous blocks in which the iwi and hapū of Te Rohe o Te Wairoa had interests to a maximum of 10 individual owners and, by allowing these owners to dispose of this land as their absolute property, the native land legislation did not reflect the Crown's duty actively to protect the interests of the iwi and hapū of Te Rohe o Te Wairoa in these blocks, and this was a breach of the Treaty of Waitangi and its principles; and

(c) its failure to provide a means for the collective administration of the land of the iwi and hapū of Te Rohe o Te Wairoa in the native land legislation until 1894 was a breach of the Treaty of Waitangi and its principles.

Tahora 2 secret survey

(10) The Crown acknowledges that—

(a) it retrospectively authorised the secret survey of Tahora 2, which had been conducted without approval and contrary to survey regulations; and

(b) it was aware of significant opposition from Ngāti Kahungunu ki Te Wairoa to the survey, its authorisation, and subsequent court hearings; and

(c) Ngāti Hingānga then had to sell land they wished to retain to meet the resulting survey costs; and

(d) its failure to act with utmost good faith and honesty, and actively protect interests of Ngāti Hingānga in land they wished to retain, was in breach of the Treaty of Waitangi and its principles.

Tahora 2F2 Survey

(11) The Crown acknowledges that when it became aware that, because of a survey error, it had obtained 803 acres more land than it should have in Tahora 2F1, at

the expense of the beneficial owners of Tahora 2F2, it refused to transfer this land to the beneficial owners of Tahora 2F2, and this was a breach of the Treaty of Waitangi and its principles.

Administration of the East Coast Native Trust

(12) The Crown acknowledges that it failed to provide for beneficial owners from the iwi and hapū of Te Rohe o Te Wairoa to be involved in the development of policy for the administration of their land vested in the East Coast Native Trust once it became clear that this Trust would have a long-term existence, and that this was a breach of the Treaty of Waitangi and its principles.

Compulsory vesting of Waipaoa 5

(13) The Crown acknowledges that the compulsory vesting of Waipaoa 5 in the Tairawhiti District Māori Land Board in 1906 was a breach of the Treaty of Waitangi and its principles.

Early twentieth century Crown purchases

(14) The Crown acknowledges that, in the 1910s and 1920s,—

(a) it made a sham of a provision in the native land laws for Māori to make land alienation decisions collectively, through meetings of assembled owners, by purchasing substantial quantities of land from individual owners after the owners had collectively decided not to sell; and

(b) it misused its monopoly powers by preventing some owners from completing negotiations to lease their land so that the Crown could purchase it; and

(c) it unilaterally reduced the price the owners of Waipaoa 5 had agreed to accept at a meeting of the assembled owners in 1910, and the impoverished owners had little choice but to accept the reduced price offered by the Crown in 1913; and

(d) the Crown's actions were a breach of the Treaty of Waitangi and its principles.

(15) The Crown acknowledges that some of the iwi and hapū of Te Rohe o Te Wairoa are aggrieved today about the use of its monopoly powers during World War I to try to acquire land in Hereheretau blocks that had some owners serving overseas.

Waikaremoana lakebed

(16) The Crown acknowledges that, for many years following the 1918 Native Land Court decision, the Crown did not recognise Ngāti Kahungunu ki Te Wairoa rights in the bed of Lake Waikaremoana, and caused great prejudice to Ngāti Kahungunu ki Te Wairoa by administering the lakebed as if it were Crown property. In particular, the Crown acknowledges that,—

(a) notwithstanding Ngāti Kahungunu ki Te Wairoa's interest in the lakebed, the Crown did not consult Ngāti Kahungunu ki Te Wairoa before com-

mencing the construction of Kaitawa power station, which ultimately led to some of the lakebed becoming dry land and the degradation of fishing stocks; and

(b) it constructed roads and significant structures on the exposed lakebed without the consent of its owners; and

(c) it did not pay Ngāti Kahungunu ki Te Wairoa rent for this land until 1971, and has never paid Ngāti Kahungunu ki Te Wairoa for its use of the lakebed before 1967; and

(d) in its administration of the lakebed, the Crown failed for many years to respect the mana motuhake of Ngāti Kahungunu ki Te Wairoa and breached the Treaty of Waitangi and its principles.

Te Urewera consolidation

(17) The Crown acknowledges that,—

(a) in carrying out the Urewera Consolidation Scheme, it pressured Ngāti Kahungunu ki Te Wairoa into selling their interests in the Waikaremoana block by threatening to acquire compulsorily the land; and

(b) it acquired the interests of these Waikaremoana owners for 15 shillings an acre despite the owners having agreed to sell at a price of 16 shillings; and

(c) it caused considerable hardship to the Ngāti Kahungunu ki Te Wairoa individuals from whom it acquired these interests by not ensuring that they were paid the interest due on the debentures they accepted; and

(d) it did not finally pay off the capital value of the debentures until 25 years after it first became due; and

(e) by these acts and omissions, the Crown breached the Treaty of Waitangi and its principles.

Te Urewera National Park

(18) The Crown acknowledges that it included Ngāti Kahungunu ki Te Wairoa interests in the Waikaremoana lakebed in Te Urewera National Park without their agreement and without payment until the 1971 lease, and this was a breach of the Treaty of Waitangi and its principles.

Public works takings

(19) The Crown acknowledges that it compulsorily acquired land for public works from the iwi and hapū of Te Rohe o Te Wairoa on numerous occasions, and this is a significant grievance.

(20) The Crown acknowledges that—

(a) it discriminated against Māori owners by taking land from them for the Opoutama landing field at Mahanga while leasing adjacent land required from a European owner, and this discrimination was a breach of the Treaty of Waitangi and its principles; and

(b) it disposed of this land to a third party rather than to the former Māori owners, and this has caused a sense of grievance that is still strongly held.

The environment

(21) The Crown acknowledges—

(a) the importance to the iwi and hapū of Te Rohe o Te Wairoa of the whenua, maunga, roto, awa, hot springs, wetlands, and moana as part of their identity and places of mahinga kai and other resources important for cultural, spiritual, and physical sustainability; and

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

(c) the degradation of the environment arising from deforestation, taking of gravel, introduced weeds and pests, farm run-off, sewerage, industrial waste, road works, drainage works, and harbour works has been a source of distress and grievance to the iwi and hapū of Te Rohe o Te Wairoa.

Significant sites

(22) The Crown acknowledges that the iwi and hapū of Te Rohe o Te Wairoa have lost control over many of their significant sites, including urupā and wāhi tapu, and this has had an ongoing impact on their cultural, spiritual, and physical well-being.

Petroleum

(23) The Crown acknowledges that the iwi and hapū of Te Rohe o Te Wairoa were not consulted when the Crown extended its control of natural resources to include petroleum, and have never agreed to the Crown's assumption of control.

Te reo and education

(24) The Crown acknowledges the significant harm children of the iwi and hapū of Te Rohe o Te Wairoa suffered by being punished for speaking their own language in Crown-established schools. It also acknowledges that the education system historically had low expectations for Māori academic achievement, and that the educational achievements of Māori students in schools in Te Rohe o Te Wairoa have lagged behind those of other New Zealanders.

Socio-economic opportunities

(25) The Crown acknowledges that its policies have contributed to most individuals from the iwi and hapū of Te Rohe o Te Wairoa now living outside their rohe. The Crown also acknowledges that those living in Te Rohe o Te Wairoa have endured socio-economic deprivation for far too long and have not had the same opportunities in life that many other New Zealanders have enjoyed.

War contribution

(26) The Crown acknowledges that the iwi and hapū of Te Rohe o Te Wairoa have a long history of service in New Zealand's armed forces, including in 2 World Wars and in South-east Asia.

(27) The Crown also acknowledges that the iwi and hapū of Te Rohe o Te Wairoa contributed significantly towards the Māori Soldiers Fund.

10 Apology

The text of the apology offered by the Crown to the iwi and hapū of Te Rohe o Te Wairoa, as set out in the deed of settlement, is as follows:

"(a) The Crown makes this apology to the iwi and hapū of Te Rohe o Te Wairoa, to the tipuna/tupuna, whānau, and descendants.

(b) The Crown recognises that the iwi and hapū of Te Rohe o Te Wairoa have long sought to right the injustices they have suffered at the hands of the Crown, and is deeply sorry that it has failed until now to address the injustices appropriately.

(c) For too long, the Crown has failed to respect the mana motuhake of the iwi and hapū of Te Rohe o Te Wairoa, and it unreservedly apologises for its failure to honour its obligations to the iwi and hapū under te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(d) The Crown apologises for the war it fought against members of the iwi and hapū it deemed to be rebels. In particular, the Crown profoundly regrets its unjust 1865 attack on the kāinga Omaruhakeke, which occurred on Christmas Day, and dishonourable summary executions and detention without trial of some of those who opposed the Crown during or after fighting in the rohe. The Crown is deeply sorry for the lasting division between hapū and the loss of life and property sustained by the iwi and hapū of Te Rohe o Te Wairoa as a result of this fighting.

(e) The Crown apologises for effectively confiscating a large area of land in 1867 through the Te Hatepe forced cession. It is profoundly sorry for the way its on-going land purchasing has compounded the destructive impact and demoralising effect of its actions in fighting a war and confiscating land. The Crown admits that the cumulative effect of its Treaty breaches has been very significant damage to the cultural, spiritual, and physical well-being of the iwi and hapū of Te Rohe o Te Wairoa, as well as to their economic development.

(f) The Crown seeks to restore its tarnished honour and to atone for its past failures to uphold the Treaty of Waitangi and its principles with this apology and settlement. The Crown hopes to build a new relationship with the iwi and hapū of Te Rohe o Te Wairoa based on the Treaty of Waitangi that will endure for current and future generations."

Interpretation provisions

11 Interpretation of Act generally

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

12 Interpretation

In this Act, unless the context otherwise requires,—

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

attachments means the attachments to the deed of settlement

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed in accordance with section 24AA of the Land Act 1948

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 legislation means—

(a) the Conservation Act 1987; and

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

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

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

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

deed of recognition—

(a) means a deed of recognition issued under section 36 by—

(i) the Minister of Conservation and the Director-General; or

(ii) the Commissioner of Crown Lands; and

(b) includes any amendments made under section 36(4)

deed of settlement—

(a) means the deed of settlement dated 26 November 2016 and signed by—

(i) the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, and the Honourable Steven Leonard Joyce, Minister of Finance, for and on behalf of the Crown; and

(ii) Carwyn Hamlyn Jones, Rangituanui Tumoana Manuel, Richard Renata Niania, Johnina Tewira Symes, Lillian Karen Tahuri, Pauline Eunice Tangiora, John Norman Whaanga, and Walter Tumanako Wilson, for and on behalf of the iwi and hapū of Te Rohe o Te Wairoa; and

(iii) Phillip James Beattie, Darren Ritiana Beatty, Huia Libya Huata, Carwyn Hamlyn Jones, Heta Herbert Kaukau, Oha Averill Maree Manuel, Teawhina Carmencita Morrell, Pieri Rota Munro, Richard Renata Niania, Tāmati Jason Lewis Olsen, Johnina Tewira Symes, Leon Symes, Moana Lydon Cooper Rongo, and Apiata Michael Tapine, being the trustees of Tātau Tātau o Te Wairoa; and

(b) includes—

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

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

deferred selection property has the meaning given in section 78

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

freshwater fisheries management plan has the meaning given in section 56

gift-back site has the meaning given in section 69(7)

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

licensed land has the meaning given in section 78

LINZ means Land Information New Zealand

member of the iwi and hapū of Te Rohe o Te Wairoa means an individual referred to in section 13(1)(a)

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

overlay classification has the meaning given in section 41

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

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

representative entity means—

(a) the trustees; and

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

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

(ii) 1 or more members of the iwi and hapū of Te Rohe o Te Wairoa; or

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

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

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

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

RFR land has the meaning given in section 98

settlement date means the date that is 40 working days after the date on which this Act comes into force

statutory acknowledgement has the meaning given in section 27

tikanga means customary values and practices

Tātau Tātau o Te Wairoa Trust means the trust of that name established by a trust deed dated 26 November 2016

trustees of Tātau Tātau o Te Wairoa and **trustees** mean the trustees, acting in their capacity as trustees, of Tātau Tātau o Te Wairoa 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 Hawke's Bay and Wellington.

13 Meaning of iwi and hapū of Te Rohe o Te Wairoa

(1) In this Act, **iwi and hapū of Te Rohe o Te Wairoa**—

(a) means the collective group composed of individuals who are descended from an ancestor of the iwi and hapū of Te Rohe o Te Wairoa; and

(b) includes those individuals; and

(c) includes any whānau, hapū, or group to the extent that it is composed of those individuals, including the groups listed in Schedule 1.

(2) In this section and section 14,—

ancestor of the iwi and hapū of Te Rohe o Te Wairoa means an individual who—

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

(i) Rongomaiwahine through her marriage to Tamatakutai; or

(ii) Rongomaiwahine through her marriage to Kahungunu; or

(iii) any other recognised ancestor of a group referred to in subsection (1)(c); and

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

area of interest means the area shown as the iwi and hapū of Te Rohe o Te Wairoa area of interest in part 1 of the attachments

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

(a) rights to occupy land; and

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

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

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with the iwi and hapū of Te Rohe o Te Wairoa tikanga.

14 Meaning of historical claims

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

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

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

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

(2) The historical claims are every claim that the iwi and hapū of Te Rohe o Te Wairoa or a representative entity had on or before the settlement date, or may have after the settlement date, and that—

(a) is founded on a right arising—

(i) from 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 the iwi and hapū of Te Rohe o Te Wairoa or a representative entity, including each of the following claims, to the extent that subsection (2) applies to the claim:

(i) Wai 59 (Whangawehi and Mahia Peninsula claim):

(ii) Wai 101 (Pongaroa Station claim):

(iii) Wai 103 (Wairoa Land claim):

(iv) Wai 190 (Wairoa Confiscation claim):

(v) Wai 192 (Hereheretau Station claim):

(vi) Wai 239 (Morere Springs (Pauline Tangiora) claim):

(vii) Wai 278 (Waikokopu claim):

(viii) Wai 300 (Morere Springs (Tiopira Hape Rauna) claim):

(ix) Wai 301 (Wharerata and Patunamu State Forests claim):

(x) Wai 404 (Wharerata State Forests claim):

(xi) Wai 425 (Patunamu ki Tukurangi Forest claim):

(xii) Wai 427 (Waikokopu Lands claim):

(xiii) Wai 481 (Ruakituri Valley claim):

(xiv) Wai 506 (Tukurangi and Waiau Blocks (Patunamu State Forest) claim):

(xv) Wai 519 (Mahanga 2Y and Waikokopu No. 3 claim):

(xvi) Wai 653 (Opoutama claim):

(xvii) Wai 716 (Gas and Oil Resources claim):

(xviii) Wai 964 (Te Iwi o Rākaipaaka ki Te Wairoa claim):

(xix) Wai 984 (Ngā Tokorima-o-Hine Manuhiri Wairoa Block claim):

(xx) Wai 1048 (Tahuri Whānau Lands claim):

(xxi) Wai 1251 (Ngāti Rangi Lands claim):

(xxii) Wai 1256 (Ngāi Rākato Lands claim):

(xxiii) Wai 1257 (Blue Bay Lands claim):

(xxiv) Wai 1258 (Kurupakiaka Lands claim):

(xxv) Wai 1330 (Ngā Uri o Rongomaiwahine claim):

(xxvi) Wai 1339 (Turiroa School Site claim):

(xxvii) Wai 1367 (Opoutama School (Rarere Whānau) claim):

(xxviii) Wai 1368 (Opoutama School (Rongomaiwahine) claim):

(xxix) Wai 1424 (Rongomaiwahine (Te Rito and others) claim):

(xxx) Wai 1571 (Te Whānau o Tureia Whaanga Lands claim):

(xxxi) Wai 1572 (Ngāti Makoro Hapū Lands claim):

(xxxii) Wai 1573 (Ngā Uri o Rongomaiwahine (Mato) Lands claim):

(xxxiii) Wai 1575 (Rongomaiwahine Traditional Practices and Customs claim):

(xxxiv) Wai 1576 (Ngāti Hikairo Taonga and Resources (Te Nahu) claim):

(xxxv) Wai 1577 (Te Waihau Block claim):

(xxxvi) Wai 1578 (Rongomaiwahine Lands and Waterways (Ropiha) claim):

(xxxvii) Wai 1579 (Ngāi Te Apatu Lands (Thompson) claim):

(xxxviii) Wai 1642 (Ngāti Hingaanga ki Erepeti Marae Lands (Hamilton) claim):

(xxxix) Wai 1643 (Ngāti Hikairo ki Taiwananga (Hamilton) Lands claim):

(xl) Wai 1645 (Ngāti Peehi Lands claim):

(xli) Wai 1685 (Rongomaiwahine Lands and Cultural Beliefs (Dodd) claim):

(xlii) Wai 1831 (Rongomaiwahine Lands (Te Rito) claim):

(xliii) Wai 2079 (Tohiriri Whānau claim):

(xliv) Wai 2146 (Ngāti Hingaanga ki Waipaoa Marae Lands (Nikora) claim):

(xlv) Wai 2161 (Ngāti Hikairo ki Nukutaurua mai Tāwhiti/Tairawhiti Lands (Ratapu) claim):

(xlvi) Wai 2172 (Descendants of Makoare Wata (Hamilton) claim):

(xlvii) Wai 2189 (Watson and Others Lands claim):

(xlviii) Wai 2219 (Ratima Pakai Lands claim):

(xlix) Wai 2222 (Ngā Uri o Tamatakutai, Ruawharo, Rongomaiwahine and Kahungunu Lands claim):

(l) Wai 2234 (Wairoa Lands (Manuel) claim):

(li) Wai 2297 (Te Reinga School (Tamanui) claim):

(lii) Wai 2327 (Wairoa Lands (Te Hau) claim):

(b) every 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 the iwi and hapū of Te Rohe o Te Wairoa or a representative entity:

(i) Wai 201 (Ngāti Kahungunu Lands and Fisheries claim):

(ii) Wai 542 (Te Kapuamātatoru Lands claim):

(iii) Wai 621 (Kahungunu ki Te Wairoa claim):

(iv) Wai 687 (Customary Fisheries and Lands claim):

(v) Wai 852 (Kahungunu Petroleum claim):

(vi) Wai 983 (Rongomaiwahine Lands and Waterways claim):

(vii) Wai 1436 (East Cape to Wairoa-Heretaunga Oil, Gas, Gold and Other Minerals claim):

(viii) Wai 1511 (Ngāi Tamatea Hapū ki Waiotahe Lands claim):

(ix) Wai 1574 (Kahungunu and Rongomaiwahine Hapū (Hillman) Lands claim):

(x) Wai 1947 (Descendants of Paul Ropiha and Te Wai Ropiha Bell Lands claim):

(xi) Wai 2028 (Ngāti Kahungunu Vietnam Veterans (Murray) claim):

(xii) Wai 2213 (Coastal Hapū Collective Ocean Resources (Mauger and Hutcheson) claim).

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

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

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

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

Historical claims settled and jurisdiction of courts, etc, removed

15 Settlement of historical claims final

(1) The historical claims are settled.

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

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

(4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire or further inquire, or to make a finding or recommendation) in respect of—

(a) the historical claims; or

(b) the deed of settlement; or

(c) this Act; or

(d) the redress provided under the deed of settlement or this Act.

(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 Act.

(6) Subsection (4) does not limit section 85(3).

Amendment to Treaty of Waitangi Act 1975

16 Amendment to Treaty of Waitangi Act 1975

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

(2) In Schedule 3, insert in its appropriate alphabetical order:

Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018, 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 the licensed land; or

(b) to a deferred selection property (other than a deferred selection property that is also RFR land) on and from the date of its transfer under section 79; or

(c) to the RFR land; or

(d) for the benefit of the iwi and hapū of Te Rohe o Te Wairoa or a representative entity.

(2) The enactments are—

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

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

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

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

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

18 Resumptive memorials to be cancelled

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

(a) is all or part of—

(i) the licensed land:

(ii) a deferred selection property (other than a deferred selection property that is also RFR land):

(iii) the RFR land; and

(b) is subject to a resumptive memorial recorded under an 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 the licensed land or the RFR land; or

(b) the date of transfer of the property under section 79, for a deferred selection property (other than deferred selection property that is also RFR land).

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

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

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

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

Miscellaneous matters

19 Rule against perpetuities does not apply

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

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

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

20 Access to deed of settlement

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

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

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

Part 2
Cultural redress

Subpart 1—Protocols

21 Interpretation

In this subpart,—

protocol—

(a) means each of the following protocols issued under section 22(1)(a):

(i) the Crown minerals protocol:

(ii) the taonga tūturu protocol; and

(b) includes any amendments made under section 22(1)(b)

responsible Minister means—

(a) for the Crown minerals protocol, the Minister of Energy and Resources:

(b) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage:

(c) any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties in relation to the protocol.

General provisions applying to protocols

22 Issuing, amending, and cancelling protocols

(1) Each responsible Minister—

(a) must issue a protocol to the trustees on the terms set out in part 4 of the documents schedule; and

(b) may amend or cancel that protocol.

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

(a) the trustees; or

(b) the responsible Minister.

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

23 Protocols subject to rights, functions, and duties

Protocols do not restrict—

(a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, for example, the ability—

(i) to introduce legislation and change Government policy; and

(ii) to interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or

(b) the responsibilities of a responsible Minister or a department of State; or

(c) the legal rights of the iwi and hapū of Te Rohe o Te Wairoa or a representative entity.

24 Enforcement of protocols

(1) The Crown must comply with a protocol while it is in force.

(2) If the Crown fails to comply with a protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.

(3) Despite subsection (2), damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.

(4) To avoid doubt,—

(a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and

(b) subsection (3) does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under subsection (2).

Crown minerals

25 Crown minerals protocol

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

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

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

(2) The noting of the summary is—

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

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

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

(4) In this section,—

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

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

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

Crown minerals protocol area means the area shown on the map attached to the Crown minerals protocol, together with the adjacent waters

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

Taonga tūturu

26 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.

Subpart 2—Statutory acknowledgement and deeds of recognition

27 Interpretation

In this subpart,—

relevant consent authority, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area

statement of association, for a statutory area, means the statement—

(a) made by the iwi and hapū of Te Rohe o Te Wairoa of their particular cultural, historical, spiritual, and traditional association with the statutory area; and

(b) set out in part 2 of the documents schedule

statutory acknowledgement means the acknowledgement made by the Crown in section 28 in respect of the statutory areas, on the terms set out in this subpart

statutory area means an area described in Schedule 2, the general location of which is indicated on the deed plan for that area

statutory plan—

(a) means a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as defined in section 43AA of the Resource Management Act 1991; and

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

Statutory acknowledgement

28 Statutory acknowledgement by the Crown

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

29 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are—

(a) to require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with sections 30 to 32; and

(b) to require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory areas and to provide summaries of resource consent applications or copies of notices of applications to the trustees, in accordance with sections 33 and 34; and

(c) to enable the trustees and any member of the iwi and hapū of Te Rohe o Te Wairoa to cite the statutory acknowledgement as evidence of the association of the iwi and hapū of Te Rohe o Te Wairoa with a statutory area, in accordance with section 35.

30 Relevant consent authorities to have regard to statutory acknowledgement

(1) This section applies in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to the statutory area in deciding,

under section 95E of the Resource Management Act 1991, whether the trustees are affected persons in relation to the activity.

(3) Subsection (2) does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

31 Environment Court to have regard to statutory acknowledgement

(1) This section applies to proceedings in the Environment Court in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustees are persons with an interest in the proceedings greater than that of the general public.

(3) Subsection (2) does not limit the obligations of the Environment Court under the Resource Management Act 1991.

32 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.

33 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 28 to 32, 34, and 35; and

(b) descriptions of the statutory areas wholly or partly covered by the plan; and

(c) the statement of association for each statutory area.

(3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not—

(a) part of the statutory plan; or

(b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

34 Provision of summary or notice to trustees

(1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:

(a) if the application is received by the consent authority, a summary of the application; or

(b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.

(2) A summary provided under subsection (1)(a) must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the trustees and the relevant consent authority.

(3) The summary must be provided—

(a) as soon as is reasonably practicable after the relevant consent authority receives the application; but

(b) before the relevant consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.

(4) A copy of a notice must be provided under subsection (1)(b) not later than 10 working days after the day on which the consent authority receives the notice.

(5) The trustees may, by written notice to a relevant consent authority,—

(a) waive the right to be provided with a summary or copy of a notice under this section; and

(b) state the scope of that waiver and the period it applies for.

(6) This section does not affect the obligation of a relevant consent authority to decide,—

(a) under section 95 of the Resource Management Act 1991, whether to notify an application:

(b) under section 95E of that Act, whether the trustees are affected persons in relation to an activity.

35 Use of statutory acknowledgement

(1) The trustees and any member of the iwi and hapū of Te Rohe o Te Wairoa may, as evidence of the association of the iwi and hapū of Te Rohe o Te Wairoa 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 the iwi and hapū of Te Rohe o Te Wairoa are precluded from stating that the iwi and hapū of Te Rohe o Te Wairoa 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.

Deeds of recognition

36 Issuing and amending deeds of recognition

(1) This section applies in respect of the statutory areas listed in Part 2 of Schedule 2.

(2) The Minister of Conservation and the Director-General must issue a deed of recognition in the form set out in part 3 of the documents schedule for the statutory areas administered by the Department of Conservation.

(3) The Commissioner of Crown Lands must issue a deed of recognition in the form set out in part 3 of the documents schedule for the statutory areas administered by the Commissioner.

(4) The person or persons who issue a deed of recognition may amend the deed, but only with the written consent of the trustees.

General provisions relating to statutory acknowledgement and deeds of recognition

37 Application of statutory acknowledgement and deed of recognition to river or stream

(1) If any part of the statutory acknowledgement applies to a river or stream, including a tributary, 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.

(2) If any part of a deed of recognition applies to a river or stream, including a tributary, that part of the deed—

(a) applies only to the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; and

(b) does not apply to—

(i) a part of the bed of the river or stream that is not owned and managed by the Crown; or

(ii) the bed of an artificial watercourse.

38 Exercise of powers and performance of functions and duties

(1) The statutory acknowledgement and a deed of recognition do not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under an enactment or a bylaw.

(2) A person, in considering a matter or making a decision or recommendation under an enactment or a bylaw, must not give greater or lesser weight to the association of the iwi and hapū of Te Rohe o Te Wairoa with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area.

(3) Subsection (2) does not limit subsection (1).

(4) This section is subject to—

(a) the other provisions of this subpart; and

(b) any obligation imposed on the Minister of Conservation, the Director-General, or the Commissioner of Crown Lands by a deed of recognition.

39 Rights not affected

(1) The statutory acknowledgement and a deed of recognition—

(a) do not affect the lawful rights or interests of a person who is not a party to the deed of settlement; and

(b) do not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

(2) This section is subject to the other provisions of this subpart.

Consequential amendment to Resource Management Act 1991

40 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:

Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018

Subpart 3—Overlay classification

41 Interpretation

In this subpart,—

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

New Zealand Conservation Authority means the Authority established by section 6A of the Conservation Act 1987

overlay area—

(a) means an area that is declared under section 42(1) to be subject to the overlay classification; but

(b) does not include an area that is declared under section 53(1) to be no longer subject to the overlay classification

overlay classification means the application of this subpart to each overlay area

protection principles, for an overlay area,—

(a) means the principles agreed by the trustees and the Minister of Conservation, as set out for the area in part 1 of the documents schedule; and

(b) includes any principles as they are amended by the written agreement of the trustees and the Minister of Conservation

specified actions, for an overlay area, means the actions set out for the area in part 1 of the documents schedule

statement of values, for an overlay area, means the statement—

(a) made by the iwi and hapū of Te Rohe o Te Wairoa of their values relating to their cultural, historical, spiritual, and traditional association with the overlay area; and

(b) set out in part 1 of the documents schedule.

42 Declaration of overlay classification and the Crown's acknowledgement

(1) Each area described in Schedule 3 is declared to be subject to the overlay classification.

(2) The Crown acknowledges the statements of values for the overlay areas.

43 Purposes of overlay classification

The only purposes of the overlay classification are—

(a) to require the New Zealand Conservation Authority and relevant Conservation Boards to comply with the obligations in section 45; and

(b) to enable the taking of action under sections 46 to 51.

44 Effect of protection principles

The protection principles are intended to prevent the values stated in the statement of values for an overlay area from being harmed or diminished.

45 Obligations on New Zealand Conservation Authority and Conservation Boards

(1) When the New Zealand Conservation Authority or a Conservation Board considers a conservation management strategy, conservation management plan, or national park management plan that relates to an overlay area, the Authority or Board must have particular regard to—

(a) the statement of values for the area; and

(b) the protection principles for the area.

(2) Before approving a strategy or plan that relates to an overlay area, the New Zealand Conservation Authority or a Conservation Board must—

(a) consult the trustees; and

(b) have particular regard to the views of the trustees as to the effect of the strategy or plan on—

(i) any matters in the implementation of the statement of values for the area; and

(ii) any matters in the implementation of the protection principles for the area.

(3) If the trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to an overlay area, the Authority must, before approving the strategy, give the trustees an opportunity to make submissions in relation to those concerns.

46 Noting of overlay classification in strategies and plans

(1) The application of the overlay classification to an overlay area must be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the area.

(2) The noting of the overlay classification is—

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

(b) not an amendment to the strategy or plan for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

47 Notification in *Gazette*

(1) The Minister of Conservation must notify in the *Gazette*, as soon as practicable after the settlement date,—

(a) the declaration made by section 42 that the overlay classification applies to the overlay areas; and

(b) the protection principles for each overlay area.

(2) An amendment to the protection principles, as agreed by the trustees and the Minister of Conservation, must be notified by the Minister in the *Gazette* as soon as practicable after the amendment has been agreed in writing.

(3) The Director-General may notify in the *Gazette* any action (including any specified action) taken or intended to be taken under section 48 or 49.

48 Actions by Director-General

(1) The Director-General must take action in relation to the protection principles that relate to an overlay area, including the specified actions.

(2) The Director-General retains complete discretion to determine the method and extent of the action to be taken.

(3) The Director-General must notify the trustees in writing of any action intended to be taken.

49 Amendment to strategies or plans

(1) The Director-General may initiate an amendment to a conservation management strategy, conservation management plan, or national park management plan to incorporate objectives for the protection principles that relate to an overlay area.

(2) The Director-General must consult relevant Conservation Boards before initiating the amendment.

(3) The amendment is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980.

50 Regulations

The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for 1 or more of the following purposes:

(a) to provide for the implementation of objectives included in a strategy or plan under section 49(1):

(b) to regulate or prohibit activities or conduct by members of the public in relation to an overlay area:

(c) to create offences for breaches of regulations made under paragraph (b):

(d) to prescribe the following fines for an offence referred to in paragraph (c):

(i) a fine not exceeding $5,000; and

(ii) if the offence is a continuing one, an additional amount not exceeding $500 for every day on which the offence continues.

51 Bylaws

The Minister of Conservation may make bylaws for 1 or more of the following purposes:

(a) to provide for the implementation of objectives included in a strategy or plan under section 49(1):

(b) to regulate or prohibit activities or conduct by members of the public in relation to an overlay area:

(c) to create offences for breaches of bylaws made under paragraph (b):

(d) to prescribe the following fines for an offence referred to in paragraph (c):

(i) a fine not exceeding $5,000; and

(ii) if the offence is a continuing one, an additional amount not exceeding $500 for every day on which the offence continues.

52 Effect of overlay classification on overlay areas

(1) This section applies if, at any time, the overlay classification applies to any land in—

(a) a national park under the National Parks Act 1980; or

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

(c) a reserve under the Reserves Act 1977.

(2) The overlay classification does not affect—

(a) the status of the land as a national park, conservation area, or reserve; or

(b) the classification or purpose of a reserve.

53 Termination of overlay classification

(1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of an overlay area is no longer subject to the overlay classification.

(2) The Minister of Conservation must not make a recommendation for the purposes of subsection (1) unless—

(a) the trustees and the Minister of Conservation have agreed in writing that the overlay classification is no longer appropriate for the relevant area; or

(b) the relevant area is to be, or has been, disposed of by the Crown; or

(c) the responsibility for managing the relevant area is to be, or has been, transferred to a different Minister of the Crown or the Commissioner of Crown Lands.

(3) The Crown must take reasonable steps to ensure that the trustees continue to have input into the management of a relevant area if—

(a) subsection (2)(c) applies; or

(b) there is a change in the statutory management regime that applies to all or part of the overlay area.

54 Exercise of powers and performance of functions and duties

(1) The overlay classification does not affect, and must not be taken into account by, any person exercising a power or performing a function or duty under an enactment or a bylaw.

(2) A person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the values stated in the statement of values for an overlay area than that person would give if the area were not subject to the overlay classification.

(3) Subsection (2) does not limit subsection (1).

(4) This section is subject to the other provisions of this subpart.

55 Rights not affected

(1) The overlay classification does not—

(a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or

(b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, an overlay area.

(2) This section is subject to the other provisions of this subpart.

Subpart 4—Partnership agreement

56 Interpretation

In this subpart,—

agreement area means the area defined as the iwi and hapū of Te Rohe o Te Wairoa agreement area in part 6 of the documents schedule

conservation document means a national park management plan, conservation management plan, conservation management strategy, or freshwater fisheries management plan

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

partnership agreement means a partnership agreement, for the agreement area, in the form set out in part 6 of the documents schedule.

57 Requirement to enter into partnership agreement

The Minister of Conservation, the Director-General, and the trustees must enter into the partnership agreement.

58 Noting of partnership agreement on conservation documents

(1) The Director-General must ensure that a summary of the partnership agreement is noted on every conservation document affecting the agreement area.

(2) The noting of the summary—

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

(b) does not amend a conservation document for the purposes of the Conservation Act 1987 or the National Parks Act 1980.

59 Partnership agreement subject to rights, functions, duties, and powers

(1) The partnership agreement does not restrict—

(a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, for example, the ability—

(i) to introduce legislation and change Government policy; and

(ii) to interact with or consult a person as the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or

(b) the responsibilities of the Minister of Conservation or the Director-General.

(2) The partnership agreement does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to,—

(a) land or any other resource held, managed, or administered under the conservation legislation; or

(b) the common marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).

60 Enforcement of partnership agreement

(1) The Crown and the trustees must comply with the partnership agreement unless it is terminated by agreement in accordance with its terms.

(2) If the Crown fails to comply with the partnership agreement without good cause, the trustees may seek to enforce the partnership agreement, subject to the Crown Proceedings Act 1950.

(3) Despite subsection (2), damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with the partnership agreement.

(4) To avoid doubt, subsection (3) does not affect the ability of a court to award costs incurred by the trustees in enforcing the partnership agreement under subsection (2).

(5) Subsection (2) does not affect any contract entered into between the Minister of Conservation or the Director-General and the trustees, including any contract for service or any concession.

Subpart 5—Te Rohe o Te Wairoa reserves

61 Interpretation

In this subpart,—

joint board means the Te Rohe o Te Wairoa Reserves Board–Matangirau established by section 62

Te Rohe o Te Wairoa reserves means each of the following sites, and each site means the land described by that name in Schedule 4:

(a) Ngamotu Lagoon Wildlife Management Reserve:

(b) Whakamahi Lagoon Government Purpose (Wildlife Management) Reserve:

(c) Rangi-houa / Pilot Hill Historic Reserve:

(d) Local Purpose (Esplanade) Reserve A:

(e) Local Purpose (Esplanade) Reserve B.

62 Joint board established as administering body of Te Rohe o Te Wairoa reserves

(1) A joint board called the Te Rohe o Te Wairoa Reserves Board–Matangirau is established for the Te Rohe o Te Wairoa reserves.

(2) The joint board is the administering body of the Te Rohe o Te Wairoa reserves as if the joint board were appointed to control and manage the reserves under section 30 of the Reserves Act 1977.

(3) However, section 30 of the Reserves Act 1977 has no further application to the Te Rohe o Te Wairoa reserves or the joint board.

(4) To avoid doubt, the joint board is not a committee or a joint committee for the purposes of the Local Government Act 2002.

63 Ministerial delegations under Reserves Act 1977

(1) The joint board may exercise or perform, in relation to the Te Rohe o Te Wairoa reserves, a power or function—

(a) that the Minister of Conservation has delegated to all local authorities under section 10 of the Reserves Act 1977; and

(b) that is relevant to the Te Rohe o Te Wairoa reserves (or that would be if they were controlled and managed under section 28 of the Reserves Act 1977).

(2) The delegation applies to the joint board and the Te Rohe o Te Wairoa reserves with all necessary modifications.

64 Appointment and term of members of joint board

(1) The following are appointers for the purposes of this subpart:

(a) the trustees; and

(b) the Wairoa District Council.

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

(3) An appointer may appoint a member only by giving a written notice with the following details to the other appointer:

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

(b) the date on which the appointment takes effect in accordance with section 65.

(4) A member may be removed only by the member's appointer giving written notice, starting the date on which the removal takes effect, to the other appointer and the member.

(5) A member may be appointed, reappointed, or removed at the discretion of the member's appointer.

(6) A member appointed by the Wairoa District Council does not cease to be a member of the joint board on his or her ceasing to hold office as an elected

member of the Wairoa District Council (despite section 31(f) of the Reserves Act 1977) (*see* section 65(2)).

(7) Section 31 (other than paragraphs (a) and (c)) of the Reserves Act 1977 otherwise applies to the members of the joint board as if the members were appointed and removed, and their offices became vacant, under sections 30 and 31 of that Act.

65 Term of office of joint board

(1) An appointment of a member to the joint board takes effect—

(a) on the commencement of the board's term; or

(b) in the case of a replacement appointment, on the date stated in the notice of appointment.

(2) An appointment of a member to the joint board ends on whichever of the following comes first:

(a) the expiry of the board's term:

(b) the removal of the member by the appointer or the replacement of the member by the appointer appointing another member.

(3) If an appointment ends but no successor has been appointed, the member must be treated as having been reappointed for the next board's term.

(4) In this section and section 66,—

board's term means, for any appointment made to the joint board,—

(a) the period between—

(i) the 90th day after the most recent triennial general election after the appointment is made; and

(ii) the 89th day after the next triennial general election; but

(b) if the appointment is to the first joint board, the period between—

(i) the settlement date; and

(ii) the 89th day after the next triennial general election

replacement appointment means an appointment made to replace a member before the expiry of the joint board's term or to fill a vacancy that arises because a member's appointment ends before the expiry of the board's term

triennial general election means a triennial general election held under the Local Electoral Act 2001.

66 Application of Reserves Act 1977 to joint board

(1) Sections 32 to 34 of the Reserves Act 1977 apply to the joint board as if it were a board for the purposes of that Act.

(2) The following provisions apply despite the specified requirements of the Reserves Act 1977:

First meeting of joint board

(a) the first meeting of the joint board must be held not later than 6 months after the settlement date (despite section 32(1) of that Act):

Chairperson and deputy chairperson

(b) an appointer may appoint 1 of the members of the joint board as chairperson, and the other appointer may appoint 1 of the members as deputy chairperson of the joint board, as follows (despite section 32(5) and (6) of that Act):

(i) the initial chairperson must be appointed by the Council:

(ii) the initial deputy chairperson must be appointed by the trustees:

(iii) each appointer holds that right of appointment for the term of the board and, at the close of the board's term, each right shifts to the other appointer for the duration of the subsequent term:

(iv) an appointment takes effect on the commencement of the board's term (or, for the initial chairperson and deputy chairperson and any replacement appointment under subparagraph (vii), on the date stated in the notice of appointment):

(v) an appointment ends on the expiry of the board's term (or, if earlier, on the replacement of the person holding the relevant office by the relevant appointer or at the end of his or her appointment as a member under section 64 of this Act):

(vi) the right of appointment may be exercised only by giving written notice of the appointment to the other appointer and the member concerned:

(vii) an appointer may replace the chairperson or deputy chairperson appointed by that appointer at any time during the relevant board's term:

(c) if the chairperson is not present at a meeting, the deputy chairperson must preside at the meeting (despite sections 32(5) and (6) of the Reserves Act 1977):

Voting and quorum

(d) the chairperson has a deliberative vote but not a casting vote (despite section 32(7) of that Act):

(e) the quorum consists of 2 members appointed by each appointer and must include the chairperson or deputy chairperson (despite section 32(9) of that Act):

(f) section 32(11) of that Act applies subject to this section and section 64:

Management plans

(g) despite section 41(1) of that Act, in relation to the reserves referred to in paragraphs (c) to (e) of the definition of Te Rohe o Te Wairoa reserves in section 61 of this Act,—

(i) the management plan currently in force under that Act for the Te Rohe o Te Wairoa reserves continues to apply to those properties; and

(ii) when the Wairoa District Council is reviewing that plan, to the extent that it applies to the Te Rohe o Te Wairoa reserves, the joint board must prepare and approve a separate management plan under that Act for those properties:

Financial provisions

(h) Part 4 of the Reserves Act 1977, which relates to financial provisions, applies to the joint board as if it were a local authority:

(i) the Wairoa District Council must, to the extent that it is reasonably practicable to distinguish the revenue from the property or the properties from any other revenue received by the Council,—

(i) hold the revenue received by the joint board in its capacity as the administering body of the property or the properties; and

(ii) account for the revenue separately from the other revenue of the Council; and

(iii) use that revenue, under the direction of the joint board, but only in relation to the property or the properties.

67 Additional reserves

If the joint board is appointed under section 30 of the Reserves Act 1977 as an administering body in respect of any reserves other than the Te Rohe o Te Wairoa reserves, sections 64 and 66 of this Act apply to modify sections 31 to 34 of the Reserves Act 1977 in respect of that appointment also as if those reserves were also Te Rohe o Te Wairoa reserves.

68 Application of Reserves Act 1977 to Te Rohe o Te Wairoa reserves

Section 114 of the Reserves Act 1977 applies to the Te Rohe o Te Wairoa reserves (and, despite section 114(1) of that Act, that provision is not subject to section 17ZC of the Conservation Act 1987).

Subpart 6—Vesting and gifting back of gift-back sites

69 Vesting and gifting back of gift-back sites

(1) The fee simple estate in each gift-back site vests in the trustees.

(2) On the seventh day after the settlement date, the fee simple estate in the gift-back sites vests in the Crown as a gifting back to the Crown by the trustees for the people of New Zealand.

(3) However, the following matters continue to apply as if the vestings had not occurred:

(a) the gift-back site referred to in subsection (7)(a) remains a conservation area under the Conservation Act 1987; and

(b) the other gift-back sites remain reserves under the Reserves Act 1977; and

(c) any enactment, instrument, or interest that applied to each gift-back site immediately before the settlement date continues to apply to it; and

(d) the Crown retains all liability for each gift-back site.

(4) The vestings are not affected by—

(a) Part 4A of the Conservation Act 1987; or

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

(c) section 11 or Part 10 of the Resource Management Act 1991.

(5) To the extent that the statutory acknowledgement applies to a gift-back site, it applies only after the gift-back site vests back in the Crown.

(6) To the extent that the overlay classification applies to a gift-back site, it applies only after the gift-back site vests back in the Crown.

(7) In this section, **gift-back site** means each of the following sites, and each site means the land described by that name in Schedule 5:

(a) Kumi Pakarae Conservation Area:

(b) Mahia Peninsula Scenic Reserve:

(c) Morere Springs Scenic Reserve:

(d) Otoki Government Purpose (Wildlife Management) Reserve:

(e) Te Reinga Scenic Reserve Property A.

Subpart 7—Mangaone Caves Historic Reserve

70 Interpretation

In this subpart,—

Act means New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

Board has the meaning given in section 4 of the Act

official geographic name has the meaning given in section 4 of the Act

reserve means 1.3563 hectares, more or less, being Section 3 Block XVIII Nuhaka North Survey District. All *Gazette* notice 349888.2.

71 Change of reserve classification

(1) The classification of the reserve is changed from a scenic reserve to a historic reserve subject to section 18 of the Reserves Act 1977.

(2) The reserve continues, after the change in classification, to be held subject to all restrictions, encumbrances, liens, and interests (if any) that applied to it immediately before the change in classification.

(3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the change of classification under this section.

72 Official geographic name of reserve

(1) The name of Mangaone Caves Scenic Reserve is changed to Mangaone Caves Historic Reserve.

(2) The new name is to be treated as if—

(a) it were an official geographic name that takes effect on the settlement date; and

(b) it had first been reviewed and concurred with by the Board under subpart 3 of Part 2 of the Act.

(3) The Board must, as soon as practicable after the settlement date, give public notice, in accordance with section 21(2) and (3) of the Act, of the official geographic name specified in subsection (1).

(4) The notice must state that the new name became an official geographic name on the settlement date.

73 Subsequent alteration of official geographic name

The official geographic name of the reserve must not be changed in accordance with subpart 3 of Part 2 of the Act without the written consent of the trustees, and any requirements under that subpart or another enactment for public notice of or consultation about the proposed name do not apply.

Subpart 8—Te Urewera partnership agreement

74 Interpretation

In this subpart,—

area of interest means the area shown as the iwi and hapū of Te Rohe o Te Wairoa area of interest in part 1 of the attachments

Te Urewera has the meaning given to it in section 7 of the Te Urewera Act 2014

Te Urewera Board means the Board established by section 16 of the Te Urewera Act 2014.

75 Te Urewera Board and trustees to enter into partnership agreement

The Te Urewera Board and the trustees must enter into the partnership agreement no later than 24 months after the settlement date.

76 Principles for relationship

In developing, and in working together under, the partnership agreement, the trustees and the Te Urewera Board must work together in good faith with the aim of preserving their relationship.

77 Contents of partnership agreement

(1) The purpose of the partnership agreement is to provide for—

(a) the association of the iwi and hapū of Te Rohe o Te Wairoa and their culture and traditions with Te Urewera within the area of interest; and

(b) a relationship between the Te Urewera Board and the iwi and hapū of Te Rohe o Te Wairoa that supports the maintenance and enhancement of the association of the iwi and hapū of Te Rohe o Te Wairoa and their culture and traditions with Te Urewera within the area of interest.

(2) For the purposes set out in subsection (1), the partnership agreement—

(a) must contain a statement of the particular cultural, historical, spiritual, and traditional association of the iwi and hapū of Te Rohe o Te Wairoa with specified areas of Te Urewera; and

(b) must contain an obligation for the Te Urewera Board to, after the statement referred to in paragraph (a) has been provided, consider and provide appropriately for the relationship of the iwi and hapū of Te Rohe o Te Wairoa and their culture and traditions with the specified areas of Te Urewera when making decisions, including on matters set out in section 20(1)(a) to (h) of the Te Urewera Act 2014; and

(c) may contain provisions on how the parties will conduct their relationship or other matters agreed by the parties; and

(d) must provide for a process to resolve any disputes by the parties under the partnership agreement.

Part 3
Commercial redress

78 Interpretation

In subparts 1 to 4,—

accumulated rentals means the accumulated rentals relating to the licensed land that are held under the terms of the Crown forestry rental trust

confirmed beneficiary has the meaning given in the Crown forestry rental trust deed

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 licensed land, means the licence described in the third column of the table in part 2 of the property redress schedule

Crown forestry rental trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust

Crown interest—

(a) means the Crown's entitlement, as a beneficiary of the Patunamu Forest Trust, to 50% of the licensed land; and

(b) includes—

(i) the rental proceeds associated with the Crown interest; and

(ii) the Crown's entitlement to a 50% shareholding in the licensed land entity

deferred selection property means a property described in part 3 of the property redress schedule for which the requirements for transfer under the deed of settlement have been satisfied

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

land holding agency means the land holding agency specified,—

(a) for the licensed land, in part 2 of the property redress schedule; or

(b) for a deferred selection property, in part 3 of the property redress schedule

licensed land—

(a) means the property described in part 2 of the property redress schedule; but

(b) excludes—

(i) trees growing, standing, or lying on the land; and

(ii) improvements that have been—

(A) acquired by a purchaser of the trees on the land; or

(B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

licensed land entity means the company incorporated as Patunamu Forest Limited under the company number 6312707, acting as trustee of the Patunamu Forest Trust

licensee means the registered holder of the Crown forestry licence

licensor means the licensor of the Crown forestry licence

other Patunamu claimants means—

(a) Ngāti Ruapani ki Waikaremoana; and

(b) any other claimants with well-founded historical Treaty claims to the licensed land, as determined by the Waitangi Tribunal under the Treaty of Waitangi Act 1975

Patunamu Forest Trust means the trust established by the shareholders' agreement and trust deed

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

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

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

rental proceeds means—

(a) the accumulated rentals; and

(b) the ongoing rentals

right of access means the right conferred by section 94

shareholders' agreement and trust deed means the trust deed that was entered into by the Crown, the trustees, and the licensed land entity in accordance with clause 6.4 of the deed of settlement and that is in substantially the same form as set out in part 12 of the documents schedule

Waitangi Tribunal means the tribunal established under section 4 of the Treaty of Waitangi Act 1975.

Subpart 1—Transfer of deferred selection properties and licensed land

79 The Crown may transfer properties

(1) To give effect to part 6 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised—

(a) to transfer the fee simple estate in a deferred selection property (other than Mangapahi Road, Mangapoike (11306)) to the trustees; and

(b) to transfer the fee simple estate in Mangapahi Road, Mangapoike (11306) to—

(i) the trustees; or

(ii) the nominated entity; and

(c) to transfer the fee simple estate in the licensed land to the licensed land entity; and

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

(2) Subsection (3) applies to a deferred selection property that is subject to a resumptive memorial recorded under any enactment listed in section 17(2).

(3) As soon as is reasonably practicable after the date on which a deferred selection property is transferred to the trustees, the chief executive of the land holding agency must give written notice of that date to the chief executive of LINZ for the purposes of section 18 (which relates to the cancellation of resumptive memorials).

(4) In this section,—

Mangapahi Road, Mangapoike (11306) means the deferred selection property described under that name in part 3 of the property redress schedule

nominated entity means the entity nominated by the trustees to take title to Mangapahi Road, Mangapoike (11306) under paragraph 4.2 of the property redress schedule.

80 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 the licensed land.

(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.

81 Computer freehold registers for deferred selection properties

(1) This section applies to a deferred selection property that is to be transferred under section 79.

(2) However, this section applies only to the extent that—

(a) the property is not all of the land contained in a computer freehold register; or

(b) the property is all of the land contained in a computer freehold register that is limited as to parcels; or

(c) there is no computer freehold register for all or part of the property.

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

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

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

(c) omit any statement of purpose from the computer freehold register.

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

(5) In this section and sections 82 and 83, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

82 Computer freehold register for licensed land

(1) This section applies to the licensed land that is to be transferred to the licensed land entity under section 79.

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

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

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

(c) omit any statement of purpose from the computer freehold register.

(3) Subsection (2) is subject to the completion of any survey necessary to create a computer freehold register.

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

(1) For the purposes of sections 81 and 82, the authorised person may grant a covenant for the later creation of a computer freehold register for the licensed land or a deferred selection property.

(2) Despite the Land Transfer Act 1952,—

(a) the authorised person may request the Registrar-General to register the covenant under that Act by creating a computer interest register; and

(b) the Registrar-General must comply with the request.

84 Application of other enactments

(1) This section applies to the transfer of the fee simple estate in the licensed land or a deferred selection property under section 79.

(2) The transfer is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.

(3) The transfer does not—

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

(b) affect other rights to subsurface minerals.

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

(5) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer or to any matter incidental to, or required for the purpose of, the transfer.

(6) In exercising the powers conferred by section 79, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer.

(7) Subsection (6) is subject to subsections (2) and (3).

Subpart 2—Licensed land

85 Licensed land ceases to be Crown forest land

(1) The licensed land ceases to be Crown forest land upon the registration of the transfer of the fee simple estate in the land to the licensed land entity.

(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 6 of the deed of settlement, or part 5 of the property redress schedule.

(3) Despite subsection (1), section 15 does not exclude the jurisdiction of the Waitangi Tribunal in relation to the transfer of any portion of the Crown interest to any other Patunamu claimant, as provided for by sections 90 to 93.

86 Licensed land entity is confirmed beneficiary and licensor of licensed land

(1) The licensed land entity is the confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed in relation to the licensed land.

(2) The effect of subsection (1) is that—

(a) the licensed land entity is entitled to the rental proceeds payable for the licensed land to the trustees of the Crown forestry rental trust under the Crown forestry licence since the commencement of the licence; and

(b) all the provisions of the Crown forestry rental trust deed apply on the basis that the licensed land entity is the confirmed beneficiary in relation to the licensed land.

(3) The licensed land entity must manage the licensed land in accordance with the shareholders' agreement and trust deed.

(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 licensed land.

(5) Notice given by the Crown under subsection (4) has effect as if—

(a) the Waitangi Tribunal made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land; and

(b) the recommendation became final on the settlement date.

(6) The licensed land entity is the licensor under the Crown forestry licence as if the licensed land were returned to Māori ownership—

(a) on the settlement date; and

(b) under section 36 of the Crown Forest Assets Act 1989.

(7) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the licensed land.

87 Effect of transfer of licensed land

Section 86 applies whether or not the transfer of the fee simple estate in the licensed land has been registered.

Transfer of part of licensed land

88 Application of other enactments

(1) From the day before the last day of the Crown initial period and for a period of up to 9 years from the settlement date, if the licensed land entity transfers a specified part of the licensed land under clause 8 of Schedule 1 of the shareholders' agreement and trust deed,—

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

(i) the transfer of the specified part of the licensed land; or

(ii) any matter incidental to, or required for the purpose of, that transfer; and

(b) the transfer of a specified part of the licensed land does not require the permission of a council under section 348 of the Local Government Act 1974 for laying out, forming, granting, or reserving a private road, pri-

vate way, or right of way that may be required to fulfil the terms of the shareholders' agreement and trust deed in relation to the transfer; and

(c) a certificate given by a director of the licensed land entity is sufficient evidence that the transfer is made under shareholders' agreement and trust deed.

(2) In this section and sections 89 and 93, **Crown initial period** means the period of 8 years beginning on the settlement date.

Transfer of Crown interest in licensed land

89 Transfer of Crown interest

(1) This section applies if, at any time up to 8 years from the settlement date, the Crown and any other Patunamu claimant propose to enter into a deed to settle the historical Treaty claim of that other Patunamu claimant in relation to the Crown interest (a **Patunamu deed of settlement**).

(2) Before entering into a Patunamu deed of settlement with any other Patunamu claimant, the Crown must consult every other Patunamu claimant with a view to reaching an agreement on whether all or any part of the Crown interest should be transferred to the other Patunamu claimant with which the Patunamu deed of settlement is proposed.

(3) If agreement is reached under subsection (2), the Crown must, to the extent required by the Patunamu deed of settlement in respect of the Crown interest, transfer to the other Patunamu claimant, or the claimant's nominee, the specified part of the Crown interest.

(4) If agreement is not reached under subsection (2), sections 90 to 93 apply for the Crown initial period *(see* section 88(2)).

Limited jurisdiction of Waitangi Tribunal in respect of licensed land

90 Reference of certain matters to Waitangi Tribunal for mediation

(1) If an agreement is not reached under section 89,—

(a) the matter may be referred to the Waitangi Tribunal for determination by—

(i) the Crown; or

(ii) any of the other Patunamu claimants; and

(b) the Waitangi Tribunal may exercise its jurisdiction to refer the matter for mediation in accordance with clauses 9A to 9C of Schedule 2 of the Treaty of Waitangi Act 1975.

(2) If a matter is referred to the Waitangi Tribunal under subsection (1), a reference in clauses 9A to 9C of Schedule 2 of the Treaty of Waitangi Act 1975—

(a) to a claim submitted under section 6 of that Act or under clause 9A of Schedule 2 of that Act is to be treated as a reference to a matter referred to the Waitangi Tribunal under this section; and

(b) to a settlement of a claim under that Act is to be treated as a reference to the resolution of a dispute under this section.

(3) This section applies despite section 15.

91 Jurisdiction of Waitangi Tribunal to make findings and recommendations

(1) If, within a reasonable time, the parties to the dispute cannot agree on mediation or the dispute cannot be resolved by mediation, as provided for by section 90, the Waitangi Tribunal may, despite sections 15 and 17, exercise its jurisdiction in accordance with sections 8HA to 8HD of the Treaty of Waitangi Act 1975, as modified by section 92 of this Act, to make—

(a) findings on the historical Treaty claims of any or all of the other Patunamu claimants; and

(b) recommendations relating to the transfer of all or part of the Crown interest to any or all of the other Patunamu claimants.

(2) To avoid doubt, sections 8HA to 8HD of the Treaty of Waitangi Act 1975 are modified only to the extent necessary to apply to the Crown interest, and those modifications do not apply to the licensed land.

92 Modifications to jurisdiction of Waitangi Tribunal

(1) The jurisdiction of the Waitangi Tribunal under section 91 is limited to determining matters relating to the transfer of all or part of the Crown interest.

(2) The Crown must advise the Waitangi Tribunal of any change to the Crown interest in order to inform the Tribunal of the extent of the Tribunal's jurisdiction for the purpose of subsection (1).

(3) The recommendations that the Waitangi Tribunal may make under section 8HB(1)(a) of the Treaty of Waitangi Act 1975—

(a) are limited to recommendations on the transfer of the Crown interest; but

(b) for the purposes of making any such recommendation, the Waitangi Tribunal may inquire into, and make findings on, the actions of the Crown in relation to all or any part of the licensed land.

(4) Despite section 8HD of the Treaty of Waitangi Act 1975, any or all of the other Patunamu claimants may appear and be heard by the Tribunal in relation to the historical Treaty claims of any other Patunamu claimant.

93 Obligations in event of interim recommendation of Waitangi Tribunal

(1) This section applies at any time during the Crown initial period (*see* section 88(2)) if, in inquiring into the historical Treaty claims of any other Patunamu claimant under section 91,—

(a) the Waitangi Tribunal makes an interim recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the transfer of the whole or a part of the Crown interest to 1 or more of the other Patunamu claimants; and

(b) that interim recommendation becomes final under section 8HC of that Act.

(2) The Crown must give effect to the final recommendation by transferring all or part of the Crown interest as directed by the Waitangi Tribunal.

Subpart 3—Access to protected sites

94 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 cultural, historical, or spiritual 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 that are reasonably required—

(i) for the safety of people; or

(ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or

(iii) for operational reasons.

95 Right of access over licensed land

(1) A right of access over the licensed land 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.

96 Right of access to be recorded on computer freehold registers

(1) This section applies to the transfer to the licensed land entity of any of the licensed land.

(2) The transfer instrument for the transfer must include a statement that the land is subject to a right of access to any protected sites on the land.

(3) The Registrar-General must, upon the registration of the transfer of the land, record on any computer freehold register for the land that the land is subject to a right of access to protected sites on the land.

Subpart 4—Right of first refusal over RFR land

Interpretation

97 Interpretation

In this subpart and Schedule 6,—

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 in section 7(1) of the Crown Entities Act 2004; and

(b) a State enterprise, as defined in section 2 of the State-Owned Enterprises Act 1986; and

(c) the New Zealand Railways Corporation; and

(d) a company or body that is wholly owned or controlled by 1 or more of the following:

(i) the Crown:

(ii) a Crown entity:

(iii) a State enterprise:

(iv) the New Zealand Railways Corporation; and

(e) a subsidiary or related company of a company or body referred to in paragraph (d)

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, a fixture, or a fitting from the land

expiry date, in relation to an offer, means its expiry date under sections 100(2)(a) and 101

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with section 100, to dispose of RFR land to the trustees

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

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

RFR landowner, in relation to RFR land,—

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

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

(c) includes a local authority to which RFR land has been disposed of under section 106(1); but

(d) to avoid doubt, does not include an administering body in which RFR land is vested after the settlement date, under section 107(1)

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

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

98 Meaning of RFR land

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

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

(i) is vested in the Crown; or

(ii) is held in fee simple by the Crown or Housing New Zealand Corporation; and

(b) any land obtained in exchange for a disposal of RFR land under section 111(1)(c) or 112.

(2) Land ceases to be RFR land if—

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

(i) the trustees or their nominee (for example, under section 79 in the case of a deferred selection property or under a contract formed under section 104); or

(ii) any other person (including the Crown or a Crown body) under section 99(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 108 to 115 (which relate to permitted disposals of RFR land); or

(ii) under any matter referred to in section 116(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 124; or

(d) the RFR period for the land ends.

Restrictions on disposal of RFR land

99 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the trustees or their nominee unless the land is disposed of—

(a) under any of sections 105 to 115; or

(b) under any matter referred to in section 116(1); or

(c) in accordance with a waiver or variation given under section 124; or

(d) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer to the trustees was—

(i) made in accordance with section 100; and

(ii) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and

(iii) not withdrawn under section 102; and

(iv) not accepted under section 103.

Trustees' right of first refusal

100 Requirements for offer

(1) An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees.

(2) The notice must include—

(a) the terms of the offer, including its expiry date; and

(b) the legal description of the land, including any interests affecting it, and the reference for any computer register for the land; and

(c) a street address for the land (if applicable); and

(d) a street address, postal address, and fax number or electronic address for the trustees to give notices to the RFR landowner in relation to the offer.

101 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 receive notice of the offer.

(2) However, the expiry date of an offer may be on or after the date that is 10 working days after the date on which the trustees receive notice of the offer if—

(a) the trustees received an earlier offer to dispose of the land; and

(b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and

(c) the earlier offer was not withdrawn.

102 Withdrawal of offer

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

103 Acceptance of offer

(1) The trustees 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 must accept all the RFR land offered, unless the offer permits them to accept less.

104 Formation of contract

(1) If the trustees accept an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the trustees on the terms in the offer.

(2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees.

(3) Under the contract, the trustees may nominate any person (the **nominee**) to receive the transfer of the RFR land.

(4) The trustees may nominate a nominee only if—

(a) the nominee is lawfully able to hold the RFR land; and

(b) notice is given to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle.

(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 nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

Disposals to others but land remains RFR land

105 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.

106 Disposal of existing public works to local authorities

(1) An RFR landowner may dispose of RFR land that is a public work or part of a public work, in accordance with section 50 of the Public Works Act 1981, to a local authority, as defined in section 2 of that Act.

(2) To avoid doubt, if RFR land is disposed of to a local authority under subsection (1), the local authority becomes—

(a) the RFR landowner of the land; and

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

107 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

108 Disposal in accordance with obligations under enactment or rule of law

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

109 Disposal in accordance with legal or equitable obligations

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

(a) a legal or an equitable obligation that—

(i) was unconditional before the settlement date; or

(ii) was conditional before the settlement date but became unconditional on or after the settlement date; or

(iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or

(b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land.

110 Disposal under certain legislation

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

(a) section 54(1)(d) of the Land Act 1948; or

(b) section 34, 43, or 44 of the Marine and Coastal Area (Takutai Moana) Act 2011; or

(c) section 355(3) of the Resource Management Act 1991; or

(d) an Act that—

(i) excludes the land from a national park within the meaning of the National Parks Act 1980; and

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

111 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.

112 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.

113 Disposal for charitable purposes

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

114 Disposal to tenants

The Crown may dispose of RFR land—

(a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or

(b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—

(i) before the settlement date; or

(ii) on or after the settlement date under a right of renewal in a lease granted before the settlement date; or

(c) under section 93(4) of the Land Act 1948.

115 Disposal by Housing New Zealand Corporation

Housing New Zealand Corporation or any of its subsidiaries may dispose of RFR land to any person if the Corporation has given notice to the trustees that, in the Corporation's opinion, the disposal is to give effect to, or to assist in giving effect to, the Crown's social objectives in relation to housing or services related to housing.

RFR landowner obligations

116 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; 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

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

(1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created.

(2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.

(3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.

(4) The notice must include the legal description of the land and the reference for the computer register.

118 Notice to trustees of disposal of RFR land to others

(1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees or their nominee.

(2) The notice must be given on or before the date that is 20 working days before the day of the disposal.

(3) The notice must include—

(a) the legal description of the land, including any interests affecting it; and

(b) the reference for any computer register for the land; and

(c) the street address for the land (if applicable); and

(d) the name of the person to whom the land is being disposed of; and

(e) an explanation of how the disposal complies with section 99; and

(f) if the disposal is to be made under section 99(d), a copy of any written contract for the disposal.

119 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 or their nominee (for example, under section 79 in the case of a deferred selection property, or under a contract formed under section 104); or

(ii) any other person (including the Crown or a Crown body) under section 99(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 108 to 115; or

(ii) under any matter referred to in section 116(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 124.

(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.

120 Notice requirements

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

(a) an RFR landowner; or

(b) the trustees.

Right of first refusal recorded on computer registers

121 Right of first refusal to be recorded on computer registers for RFR land

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

(a) the RFR land for which there is a computer register on the settlement date; and

(b) the RFR land for which a computer register is first created after the settlement date; and

(c) land for which there is a computer register that becomes RFR land after the settlement date.

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

(a) after the settlement date, for RFR land for which there is a computer register on the settlement date; or

(b) after receiving a notice under section 117 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 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 98; and

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

122 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 119, 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 as soon as is reasonably practicable after issuing the certificate.

(3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notification recorded under section 121 for the land described in the certificate.

123 Removal of notifications when RFR period ends

(1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes—

(a) the reference for each computer register for that RFR land that still has a notification recorded under section 121; 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 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 121 from any computer register identified in the certificate.

General provisions applying to right of first refusal

124 Waiver and variation

(1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.

(2) The trustees and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.

(3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

125 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.

126 Assignment of rights and obligations under this subpart

(1) Subsection (3) applies if the RFR holder—

(a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional document; and

(b) has given the notices required by subsection (2).

(2) The RFR holder must give notices to each RFR landowner that—

(a) state that the RFR holder's rights and obligations under this subpart are being assigned under this section; and

(b) specify the date of the assignment; and

(c) specify the names of the assignees and, if they are the trustees of a trust, the name of the trust; and

(d) specify the street address, postal address, and fax number or electronic address for notices to the assignees.

(3) This subpart and Schedule 6 apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, with any necessary modifications.

(4) In this section,—

constitutional document means the trust deed or other instrument adopted for the governance of the RFR holder

RFR holder means the 1 or more persons who have the rights and obligations of the trustees under this subpart, because—

(a) they are the trustees; or

(b) they have previously been assigned those rights and obligations under this section.

Schedule 1
Groups included in definition of iwi and hapū of Te Rohe o Te Wairoa

s 13(1)(c)

The iwi and hapū of Te Rohe o Te Wairoa include the following groups:

(1) Hinewhata:

(2) Iwi Katere:

(3) Ngā hapū o Ngāmotu:

(4) Ngā Huka o Tai:

(5) Ngāi Matawhāiti:

(6) Ngāi Pupuni:

(7) Ngāi Tahu Matawhāiti:

(8) Ngāi Taitaui:

(9) Ngai Takoto:

(10) Ngāi Tama:

(11) Ngāi Tamakahu:

(12) Ngāi Tamatea:

(13) Ngāi Tamaterangi:

(14) Ngāi Tānemitirangi:

(15) Ngāi Tārewa:

(16) Ngāi Tauira:

(17) Ngāi Te Apatu:

(18) Ngāi Te Ipu:

(19) Ngāi Te Kapuamātotoru:

(20) Ngāi Te Kauaha/Ngāti Kauaha:

(21) Ngāi Te Rangituanui:

(22) Ngāi Te Rehu:

(23) Ngāi Tū:

(24) Ngāi Tureia:

(25) Ngāti Hikairo:

(26) Ngāti Hikatu:

(27) Ngāti Hine Te Pairu:

(28) Ngāti Hinehika (also known as Ngāti Kōhatu):

(29) Ngāti Hinemanuhiri (also known as Ngā Tokorima a Hinemanuhiri):

(30) Ngāti Hinemihi:

(31) Ngāti Hinepehinga:

(32) Ngāti Hinepua:

(33) Ngāti Hinetu:

(34) Ngāti Hinewhakāngi:

(35) Ngāti Hingāngā (also known as Te Aitanga a Pourangahua):

(36) Ngāti Iwikātea:

(37) Ngāti Kāhu:

(38) Ngāti Koropi:

(39) Ngāti Kurupakiaka:

(40) Ngāti Mākoro:

(41) Ngāti Mātangirau:

(42) Ngāti Mātua:

(43) Ngāti Meke:

(44) Ngāti Mihi:

(45) Ngāti Moewhare:

(46) Ngāti Momokore:

(47) Ngāti Pareroa:

(48) Ngāti Peehi:

(49) Ngāti Poa:

(50) Ngāti Puku:

(51) Ngāti Rākaipaaka:

(52) Ngāti Rangi:

(53) Ngāti Ruawharo:

(54) Ngāti Tahu:

(55) Ngāti Tarita:

(56) Ngāti Tiakiwai:

(57) Ngāti Waiaha:

(58) Rongomaiwahine Iwi/Ngāi Te Rākatō:

(59) Te Aitangi a Puata:

(60) Te Uri o Te O:

(61) Wairoa Tapokorau:

(62) Whakakī Nui-a-Rua.

Schedule 2
Statutory areas

ss 27, 36

Part 1
Areas subject only to statutory acknowledgement

Statutory area	Location
Kumi Pakarae Conservation Area	As shown on OTS-198-09
Mahia Peninsula Local Purpose (Esplanade) Reserve	As shown on OTS-198-10
Maungawhio Lagoon	As shown on OTS-198-13
Morere Recreation Reserve	As shown on OTS-198-25
Nuhaka River and its tributaries	As shown on OTS-198-14
Otoki Government Purpose (Wildlife Management) Reserve	As shown on OTS-198-15
Portland Island Marginal Strip	As shown on OTS-198-17
Te Reinga Scenic Reserve property B	As shown on OTS-198-19
Wairoa River and its tributaries	As shown on OTS-198-23
Whangawehi Stream and its tributaries	As shown on OTS-198-24

Part 2
Areas subject to both statutory acknowledgement and deed of recognition

Statutory area	Location
Hangaroa River and its tributaries	As shown on OTS-198-08
Mangaone Caves Historic Reserve	As shown on OTS-198-11
Mangapoike River and its tributaries	As shown on OTS-198-12
Panekirikiri Conservation Area	As shown on OTS-198-16
Ruakituri River and its tributaries	As shown on OTS-198-18
Waiatai Scenic Reserve	As shown on OTS-198-20
Waiau River and its tributaries within the area of interest	As shown on OTS-198-21
Waikaretaheke River and its tributaries	As shown on OTS-198-22
Un-named marginal strip (Waitaniwha)	As shown on OTS-198-28

Schedule 3
Overlay areas

s 42

Overlay area	Location	Description
Mahia Peninsula Scenic Reserve	As shown on OTS-198-05	*Hawke's Bay Land District—Wairoa District* 373.7955 hectares, more or less, being Lots 1 and 2 DP 8528, Lots 1 and 4 DP 6009, Lot 1 DP 17776 and Lot 1 DP 17799.
Morere Springs Scenic Reserve	As shown on OTS-198-27	*Hawke's Bay Land District—Wairoa District* 363.5595 hectares, more or less, being Section 35 SO 6591, Section 37 SO 6342, Section 80 SO 8057, Section 36 SO 6641, Section 21 and Part Sections 11 and 14 SO 1800 and Lot 1 DP 19799.
Te Reinga Scenic Reserve Property A	As shown on OTS-198-06	*Gisborne Land District—Wairoa District* 12.8994 hectares, more or less, being Section 1 Block II Opoiti Survey District.
Wharerata Hill Scenic Reserve	As shown on OTS-198-07	*Gisborne Land District—Gisborne District* 18.7361 hectares, more or less, being Section 14 and Parts Section 2 Block VIII Nuhaka North Survey District.

Schedule 4
Te Rohe o Te Wairoa reserves

s 61

Te Wairoa reserve	Description
Local Purpose (Esplanade) Reserve A	*Hawke's Bay Land District—Wairoa District* 9.5025 hectares, more or less, being Part Section 9 SO 9425. All computer freehold register HBM3/298.
Local Purpose (Esplanade) Reserve B	*Hawke's Bay Land District—Wairoa District* 6.1650 hectares, more or less, being Section 1 SO 10721. Part *Gazette* 1998, p 1533.
Ngamotu Lagoon Wildlife Management Reserve	*Hawke's Bay Land District—Wairoa District* 101.2725 hectares, more or less, being Section 2 Block VI Clyde Survey District. All *Gazette* notice 242488.
Rangi-houa / Pilot Hill Historic Reserve	*Hawke's Bay Land District—Wairoa District* 0.0619 hectares, more or less, being Lot 2 DP 3350. All computer freehold register HBM3/266. 2.6810 hectares, more or less, being Section 1 SO 163. All computer freehold register HBM3/267.
Whakamahi Lagoon Government Purpose (Wildlife Management) Reserve	*Hawke's Bay Land District—Wairoa District* 136.9427 hectares, more or less, being Part Section 2 Block V Clyde Survey District. All computer freehold register HBM3/248. 2.3478 hectares, more or less, being Part Section 3R and Section 4R SO 3991. All computer freehold register HBM3/249.

Schedule 5
Gift-back sites

s 69

Name of property	Location	Description
Kumi Pakarae Conservation Area	As shown on OTS-198-02	*Gisborne Land District—Wairoa District* 254.3607 hectares, more or less, being Lots 4, 5, and 6 DP 8027. *Hawke's Bay Land District—Wairoa District* 9.7089 hectares, being Lots 2, 3, 4, 5, and 8 DP 22114.
Mahia Peninsula Scenic Reserve	As shown on OTS-198-03	*Hawke's Bay Land District—Wairoa District* 373.7955 hectares, more or less, being Lots 1 and 2 DP 8528, Lots 1 and 4 DP 6009, Lot 1 DP 17776, and Lot 1 DP 17799.
Morere Springs Scenic Reserve	As shown on OTS-198-26	*Hawke's Bay Land District—Wairoa District* 363.5595 hectares, more or less, being Section 35 SO 6591, Section 37 SO 6342, Section 80 SO 8057, Section 36 SO 6641, Section 21 and Part Sections 11 and 14 SO 1800 and Lot 1 DP 19799.
Otoki Government Purpose (Wildlife Management) Reserve	As shown on OTS-198-29	*Hawke's Bay Land District—Wairoa District* 49.5822 hectares, more or less, being Lots 1 and 3 DP 324372 and Part Whakaki 1.
Te Reinga Scenic Reserve Property A	As shown on OTS-198-04	*Gisborne Land District—Wairoa District* 12.8994 hectares, more or less, being Section 1 Block II Opoiti Survey District.

Schedule 6
Notices in relation to RFR land

ss 97, 120, 126(3)

1 Requirements for giving notice

A notice by or to an RFR landowner or the trustees 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; and

(b) addressed to the recipient at the street address, postal address, fax number, or electronic address,—

(i) for a notice to the trustees, specified for the trustees in accordance with the deed of settlement, or in a later notice given by the trustees to the RFR landowner, or identified by the RFR landowner as the current address, fax number, or electronic address of the trustees; or

(ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under section 100, or in a later notice given to the trustees, or identified by the trustees as the current address, fax number, or electronic address of the RFR landowner; and

(c) for a notice given under section 117 or 119, 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 clause 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.

3 Time when notice received

(1) A notice is to be treated as having been received—

(a) at the time of delivery, if delivered by hand; or

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

(c) at the time of transmission, if faxed or sent by other electronic means.

(2) However, a notice is to be treated as having been received on the next working day if, under subclause (1), it would be treated as having been received—

(a) after 5 pm on a working day; or

(b) on a day that is not a working day.

Legislative history

20 December 2016	Introduction (Bill 236–1)
14 March 2017	First reading and referral to Māori Affairs Committee
25 July 2017	Reported from Māori Affairs Committee (Bill 236–2)
19 December 2017	Second reading
6 September 2018	Committee of the whole House, third reading
13 September 2018	Royal assent

This Act is administered by the Ministry of Justice.

Wellington, New Zealand:
Published under the authority of the New Zealand Government—2018