

**TUMUAKI**  
**and**  
**NGĀTI HAUĀ**  
**and**  
**THE TRUSTEES OF THE NGĀTI HAUĀ IWI TRUST**  
**and**  
**THE CROWN**

---

**DEED OF SETTLEMENT:**  
**ATTACHMENTS**

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**NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS**

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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

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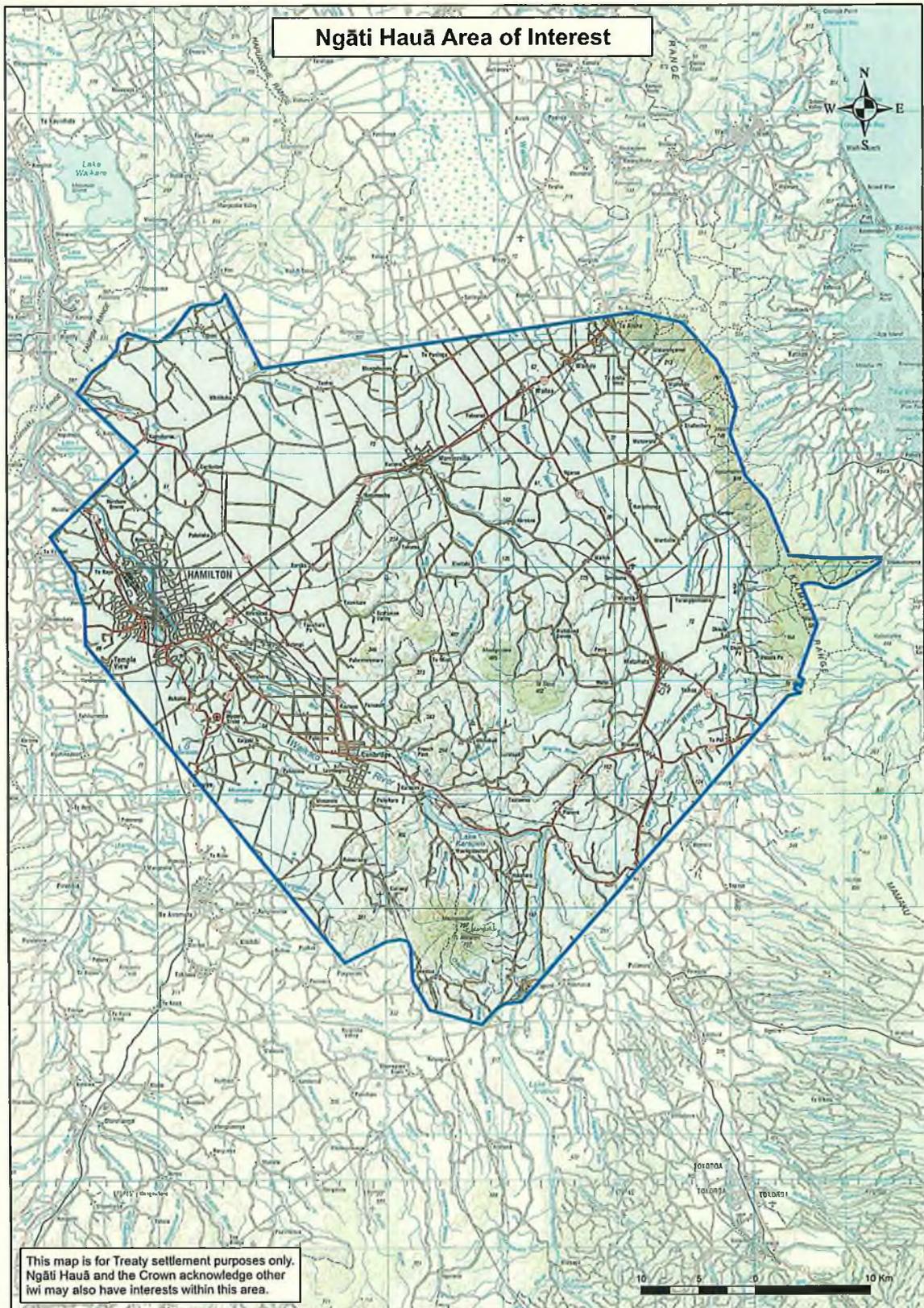
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1. AREA OF INTEREST

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1: AREA OF INTEREST



ARE0405 29 May 2013

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**2. DEED PLANS**

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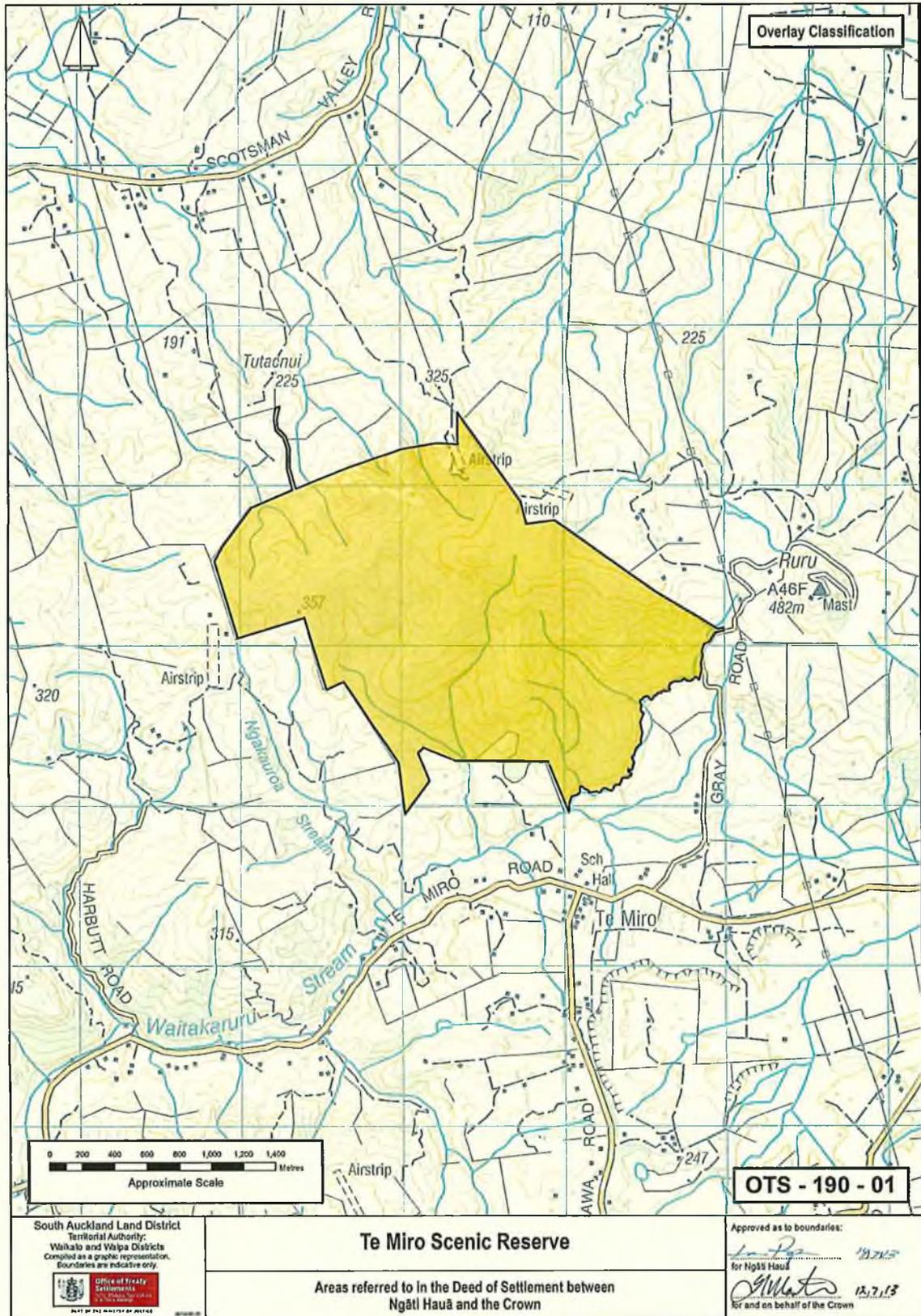
**2.1 OVERLAY CLASSIFICATION**

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ATTACHMENTS

2.1: OVERLAY CLASSIFICATION

TE MIRO SCENIC RESERVE (OTS-190-01)



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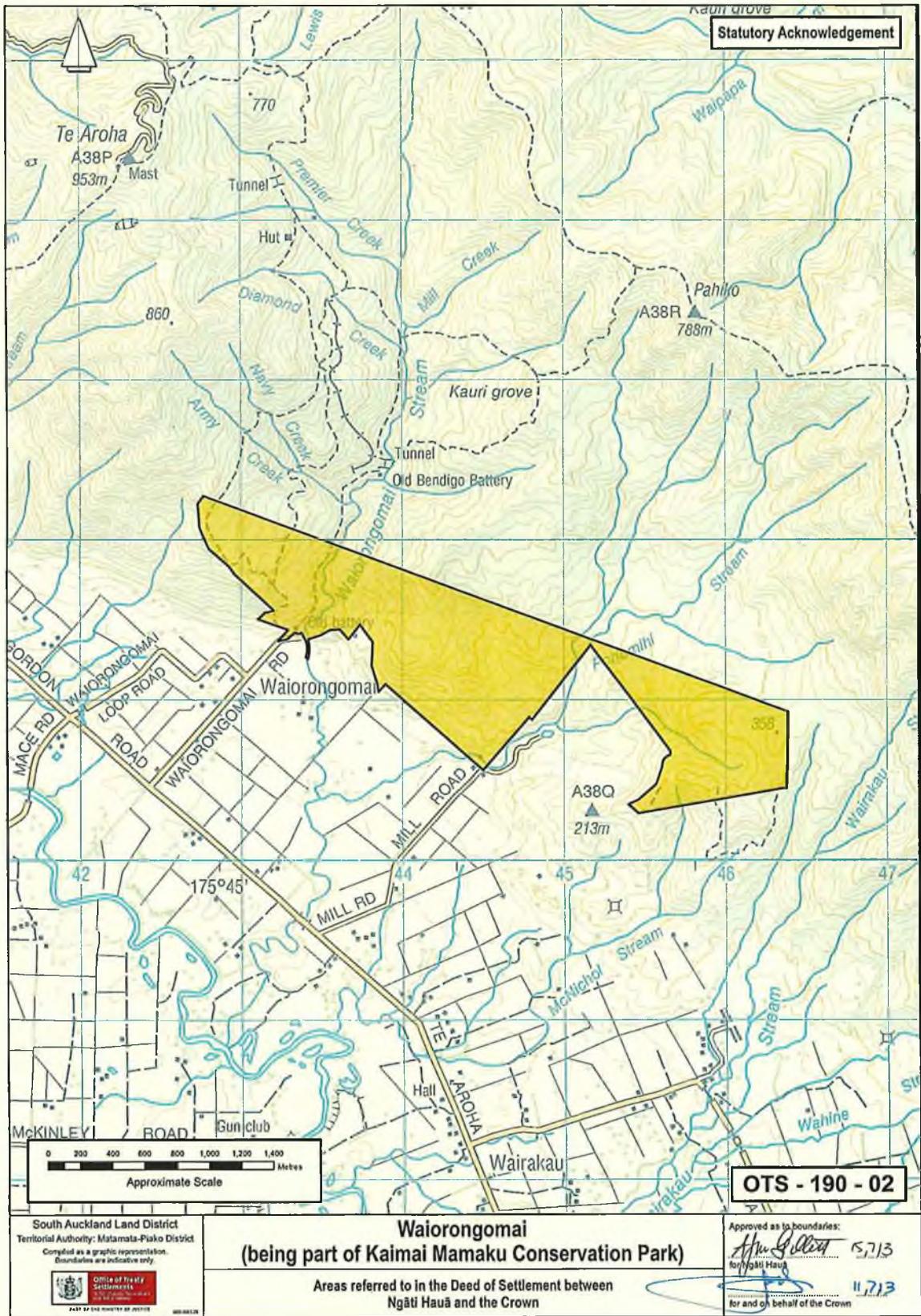
**2.2 STATUTORY ACKNOWLEDGEMENTS**

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ATTACHMENTS

2.2: STATUTORY ACKNOWLEDGEMENTS

WAIORONGOMAI (OTS-190-02)  
(being part of Kaimai Mamaku Conservation Park)



South Auckland Land District  
Territorial Authority: Matamata-Piako District  
Compiled as a graphic representation.  
Boundaries are indicative only.

**Waiorongomai**  
**(being part of Kaimai Mamaku Conservation Park)**

Areas referred to in the Deed of Settlement between  
Ngāti Hauā and the Crown

Approved as to boundaries:  
*Anna Gilbert* 5,713  
for Ngāti Hauā  
*[Signature]* 11,713  
for and on behalf of the Crown

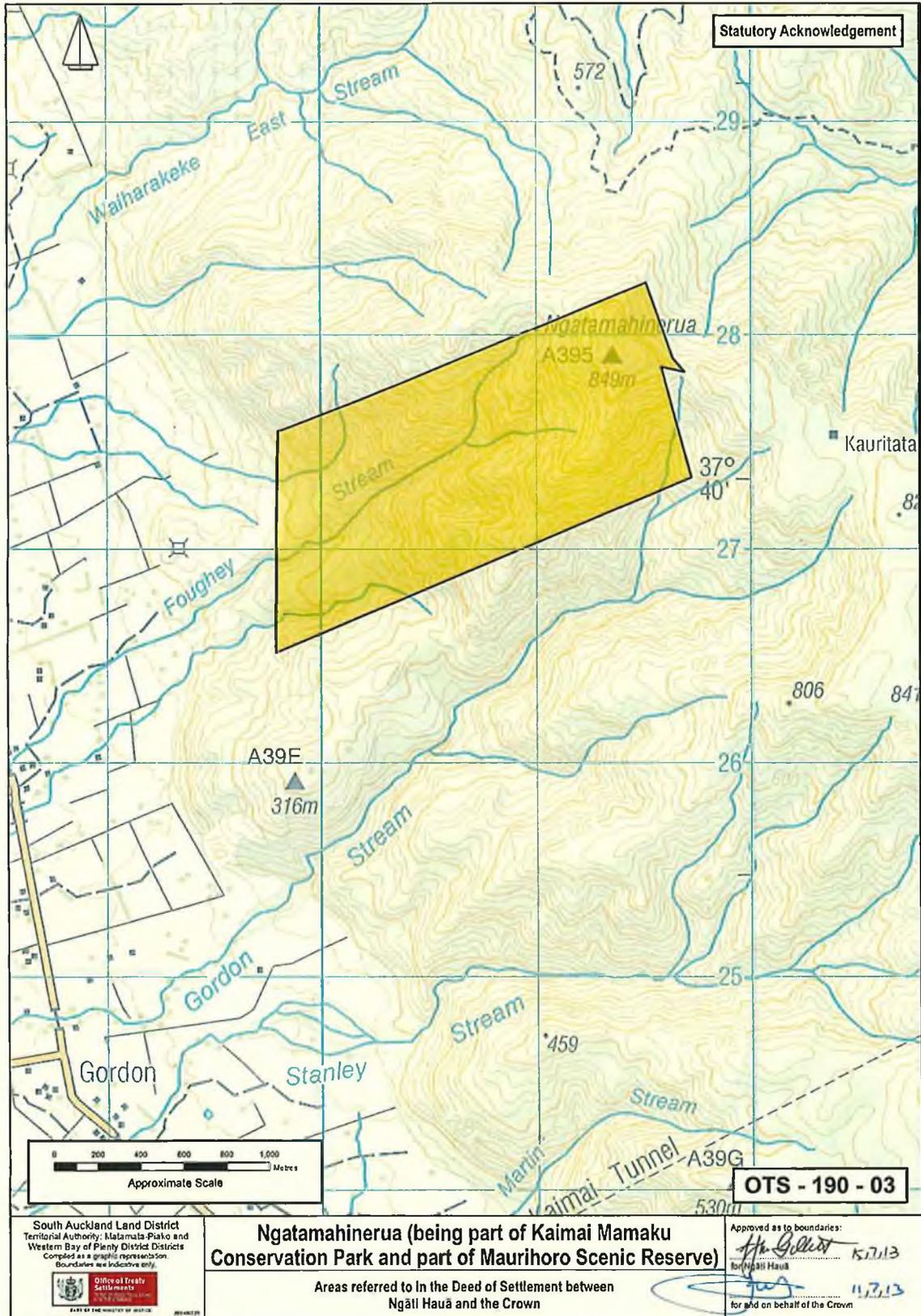
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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.2: STATUTORY ACKNOWLEDGEMENTS

NGATAMAHINERUA (OTS-190-03)

(being part of Kaimai Mamaku Conservation Park and part of Maurihero Scenic Reserve)

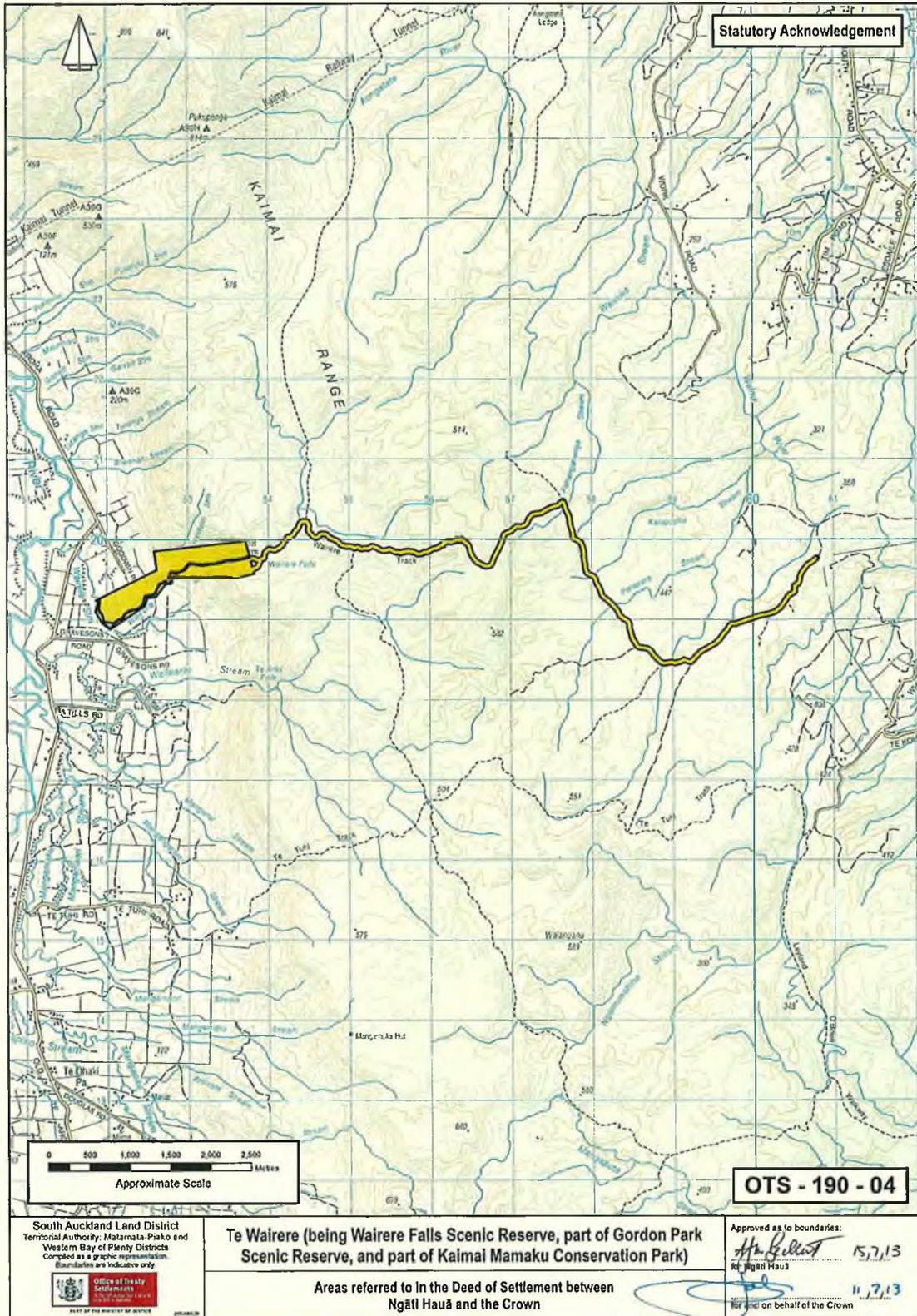


NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.2: STATUTORY ACKNOWLEDGEMENTS

TE WAIRERE (OTS-190-04)

(being Wairere Falls Scenic Reserve, part of Gordon Park Scenic Reserve and part of Kaimai Mamaku Conservation Park)

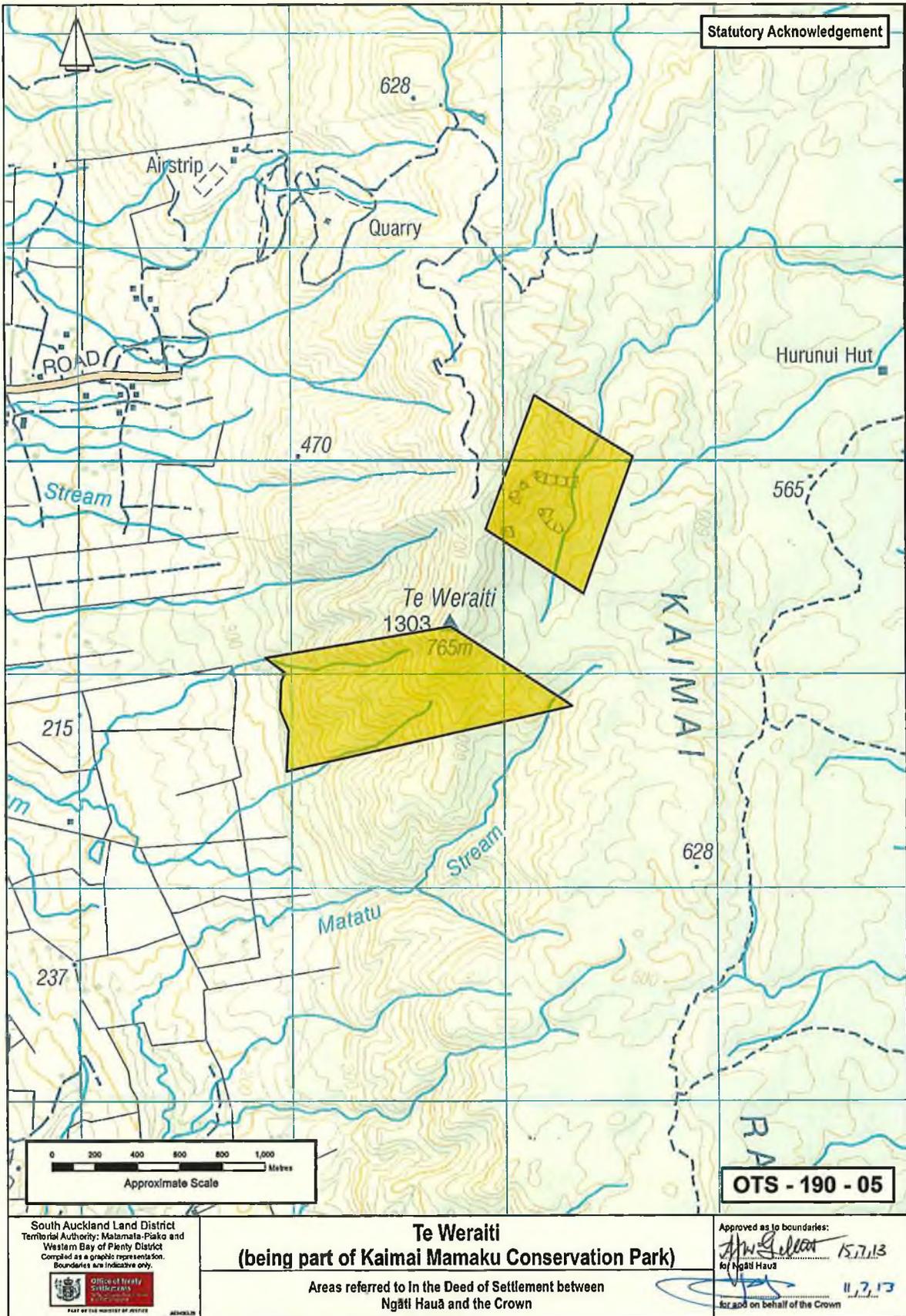


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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.2: STATUTORY ACKNOWLEDGEMENTS

TE WERAITI (OTS-190-05)  
(being part of Kaimai Mamaku Conservation Park)

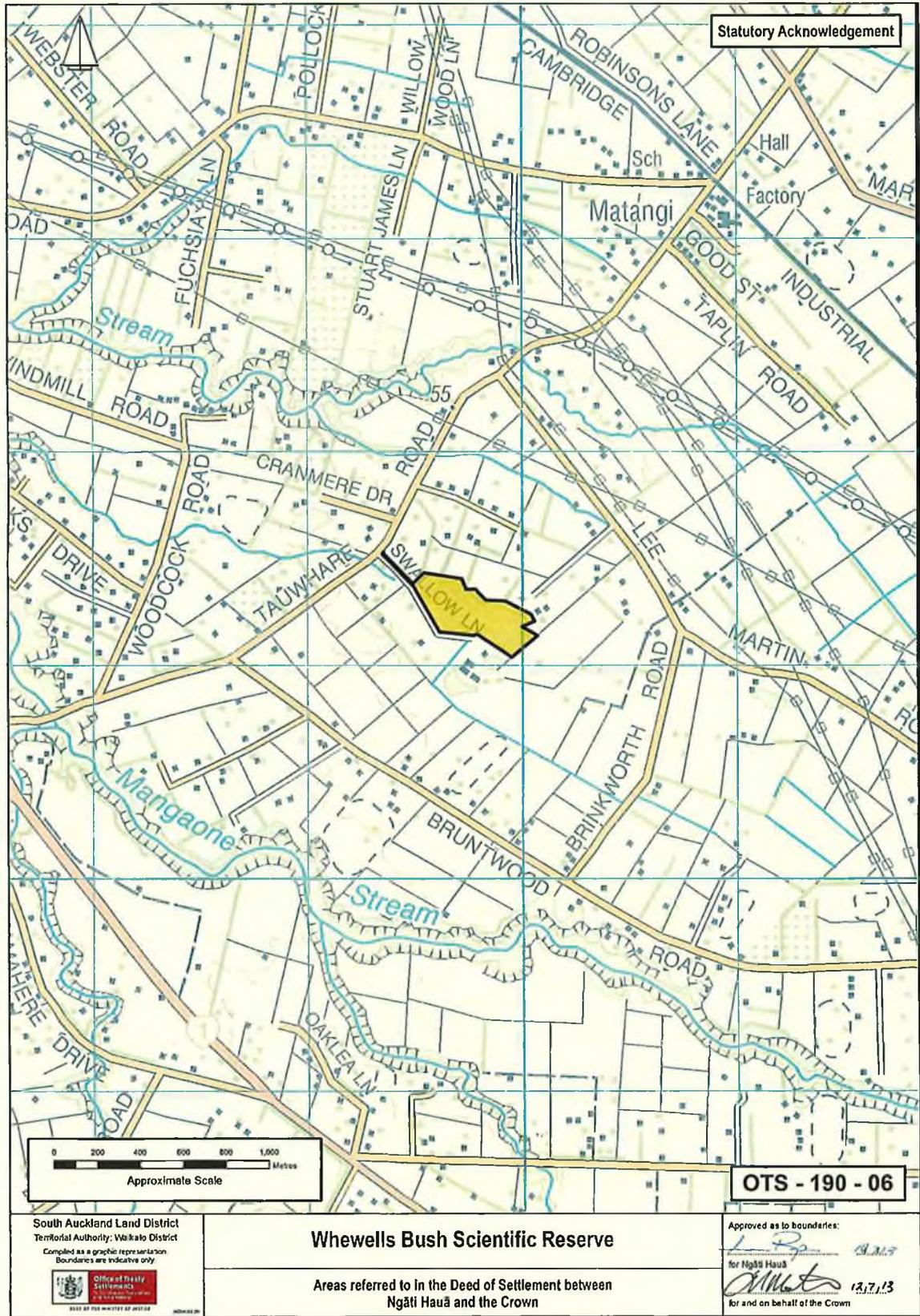


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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.2: STATUTORY ACKNOWLEDGEMENTS

WHEWELLS BUSH SCIENTIFIC RESERVE (OTS-190-06)

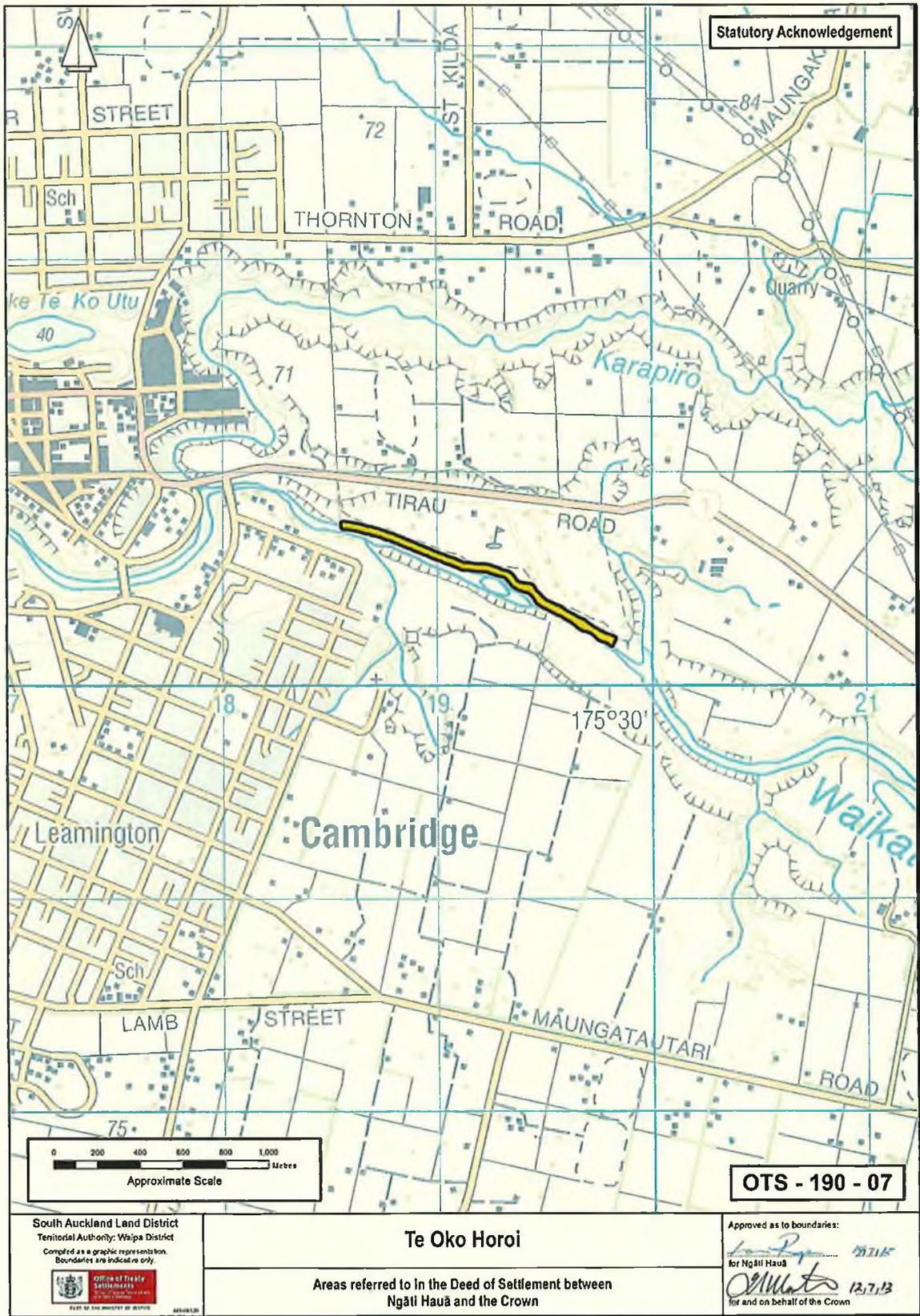


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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.2: STATUTORY ACKNOWLEDGEMENTS

TE OKO HOROI (OTS-190-07)



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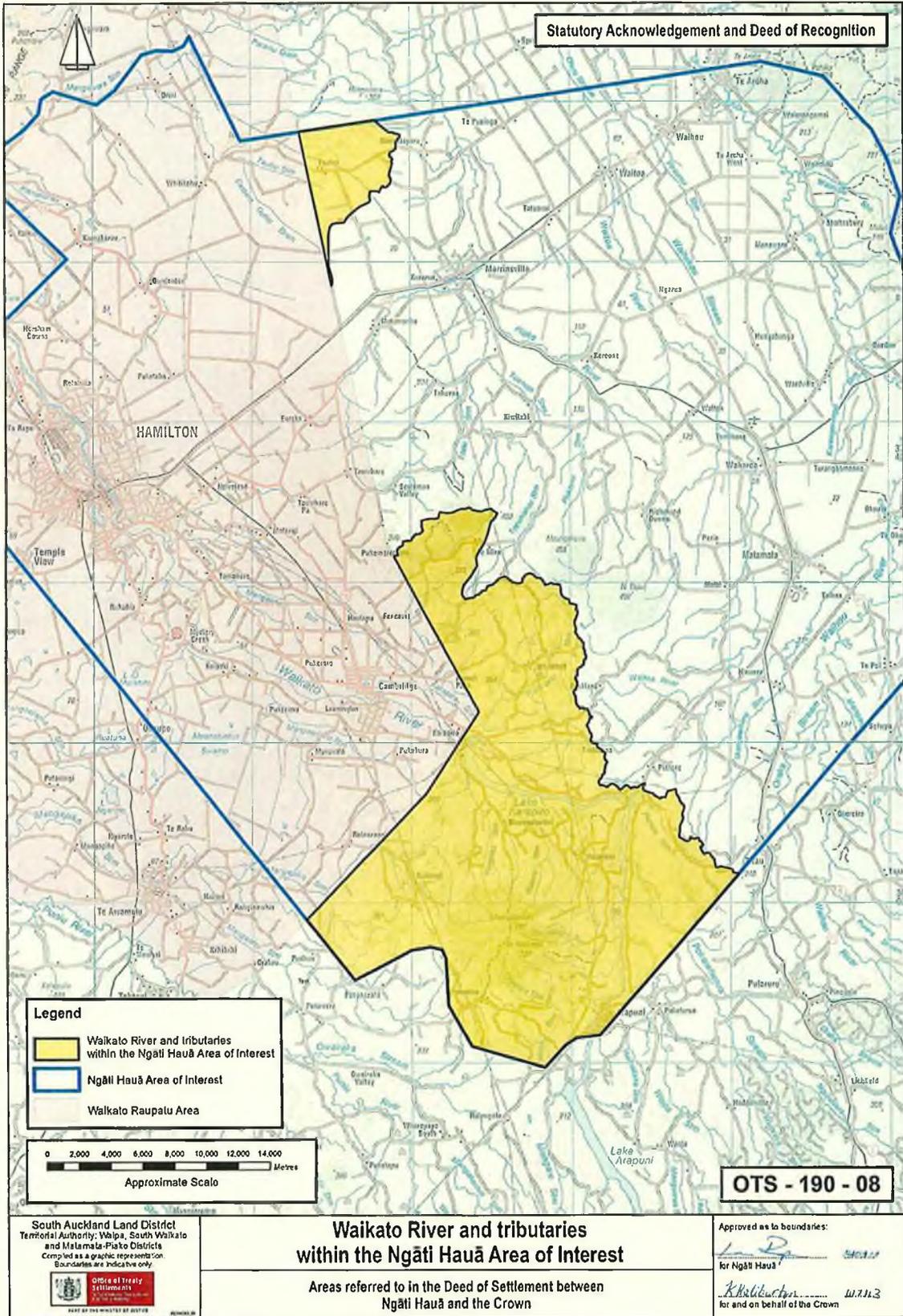
**2.3 STATUTORY ACKNOWLEDGEMENT AND DEED OF RECOGNITION**

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**NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS**

**2.3: STATUTORY ACKNOWLEDGEMENT AND DEED OF RECOGNITION**

**WAIKATO RIVER AND TRIBUTARIES WITHIN THE NGĀTI HAUĀ AREA OF INTEREST  
(OTS-190-08)**



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**2.4 CULTURAL REDRESS PROPERTIES**

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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.4: CULTURAL REDRESS PROPERTIES

MAUNGAKAWA (OTS-190-20)

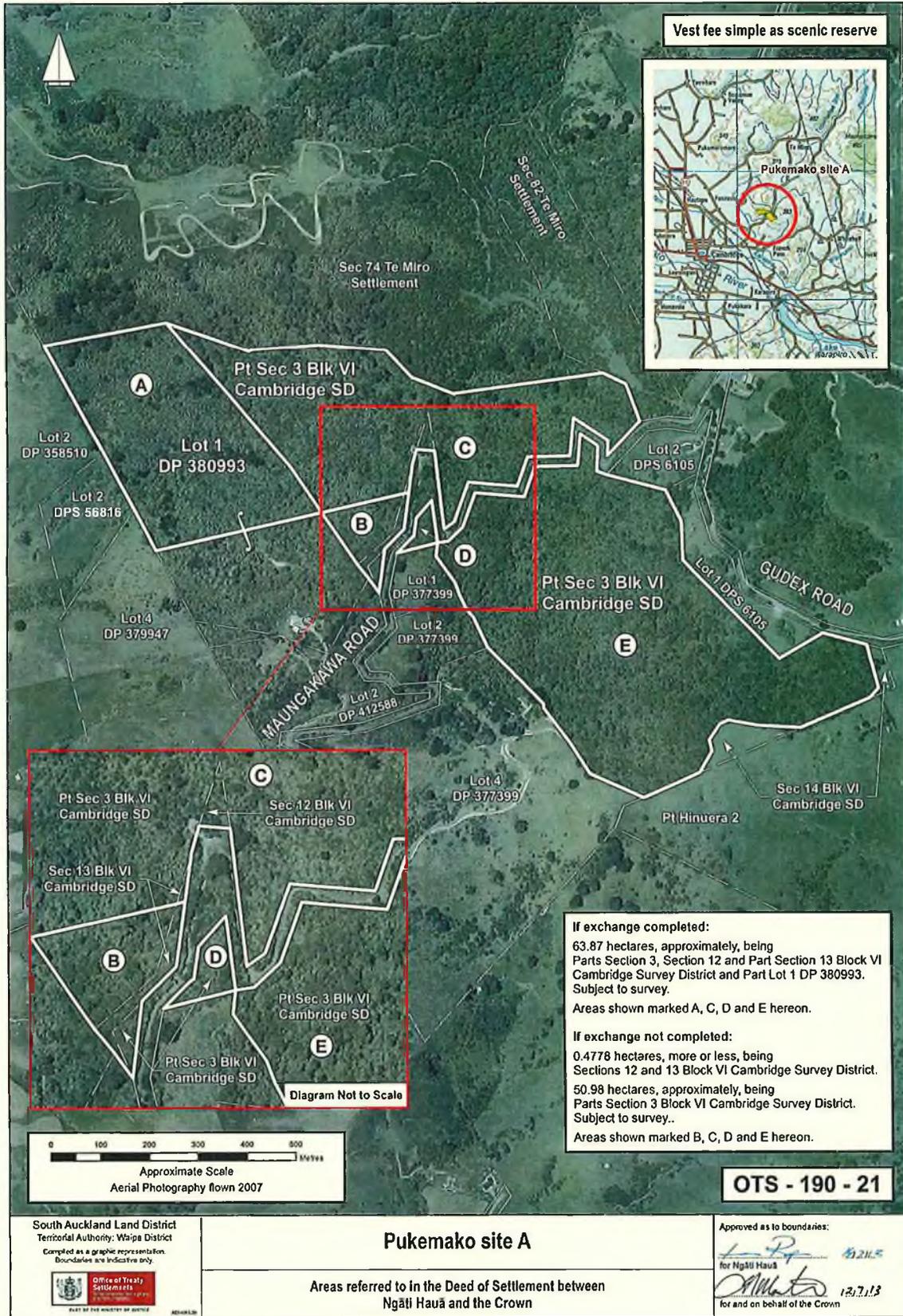


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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.4: CULTURAL REDRESS PROPERTIES

PUKEMAKO SITE A (OTS-190-21)

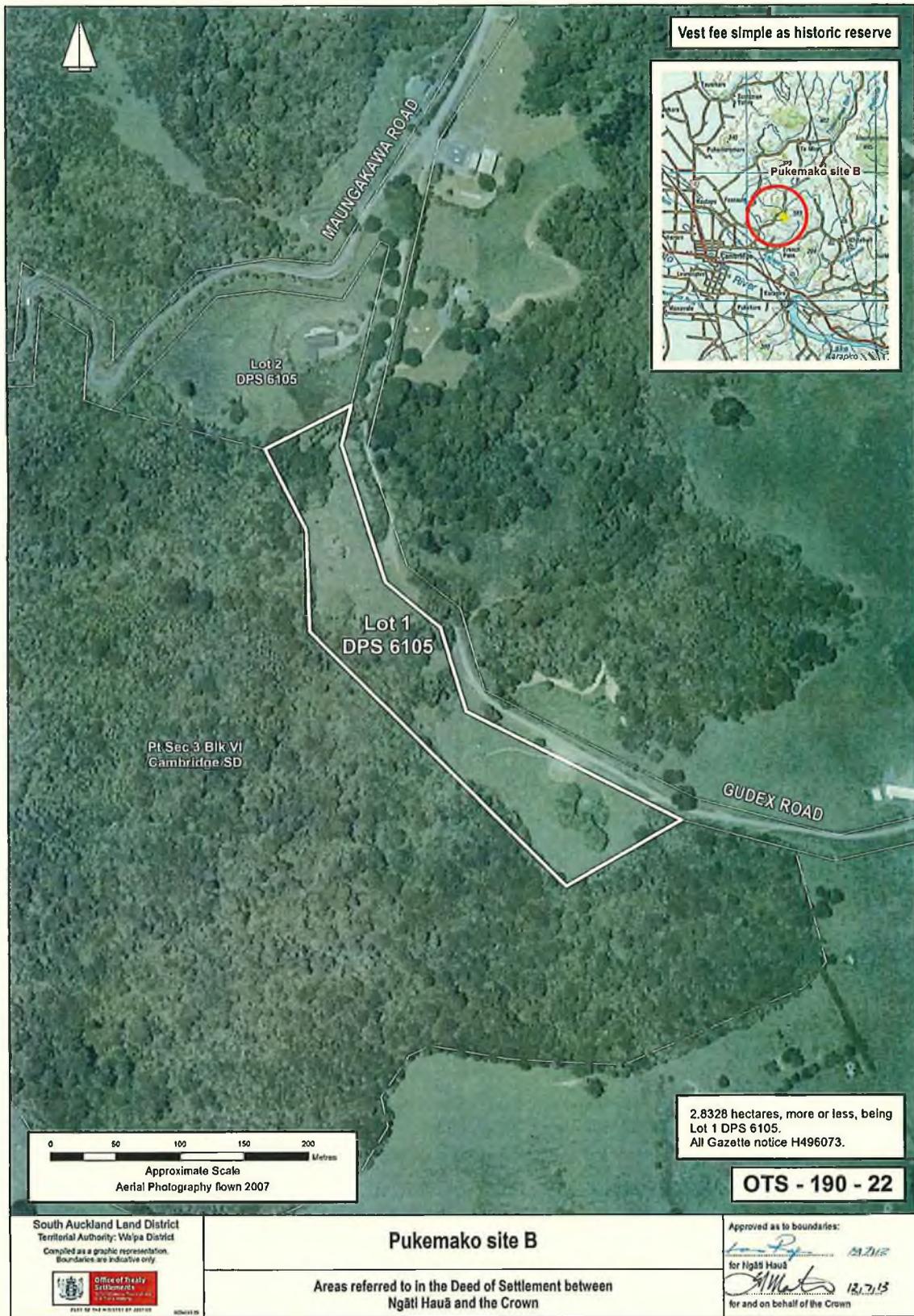


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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.4: CULTURAL REDRESS PROPERTIES

PUKEMAKO SITE B (OTS-190-22)

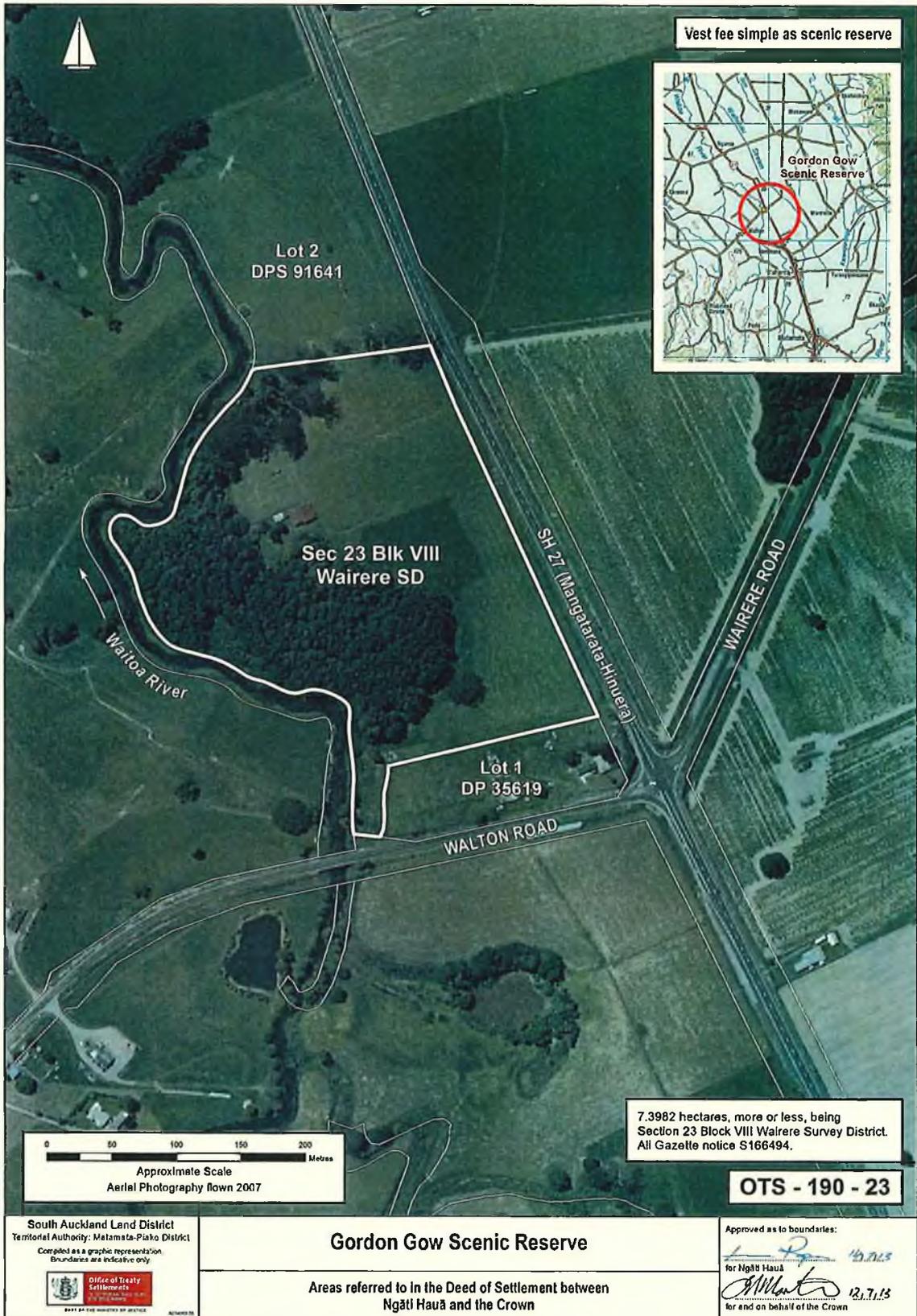


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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.4: CULTURAL REDRESS PROPERTIES

GORDON GOW SCENIC RESERVE (OTS-190-23)



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**2.5 VESTING AND GIFT BACK**

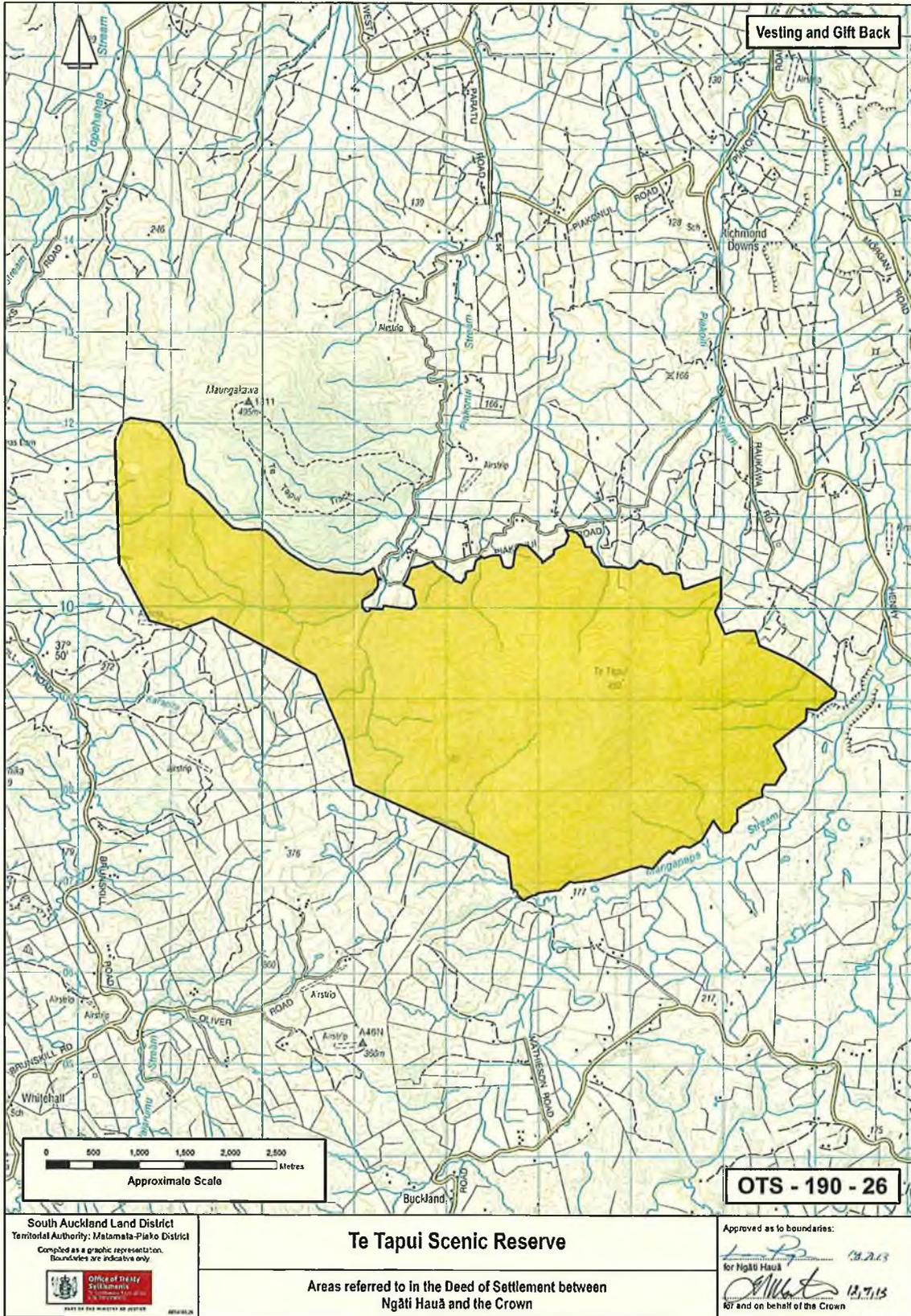
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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.5: VESTING AND GIFT BACK

TE TAPUI SCENIC RESERVE (OTS-190-26)



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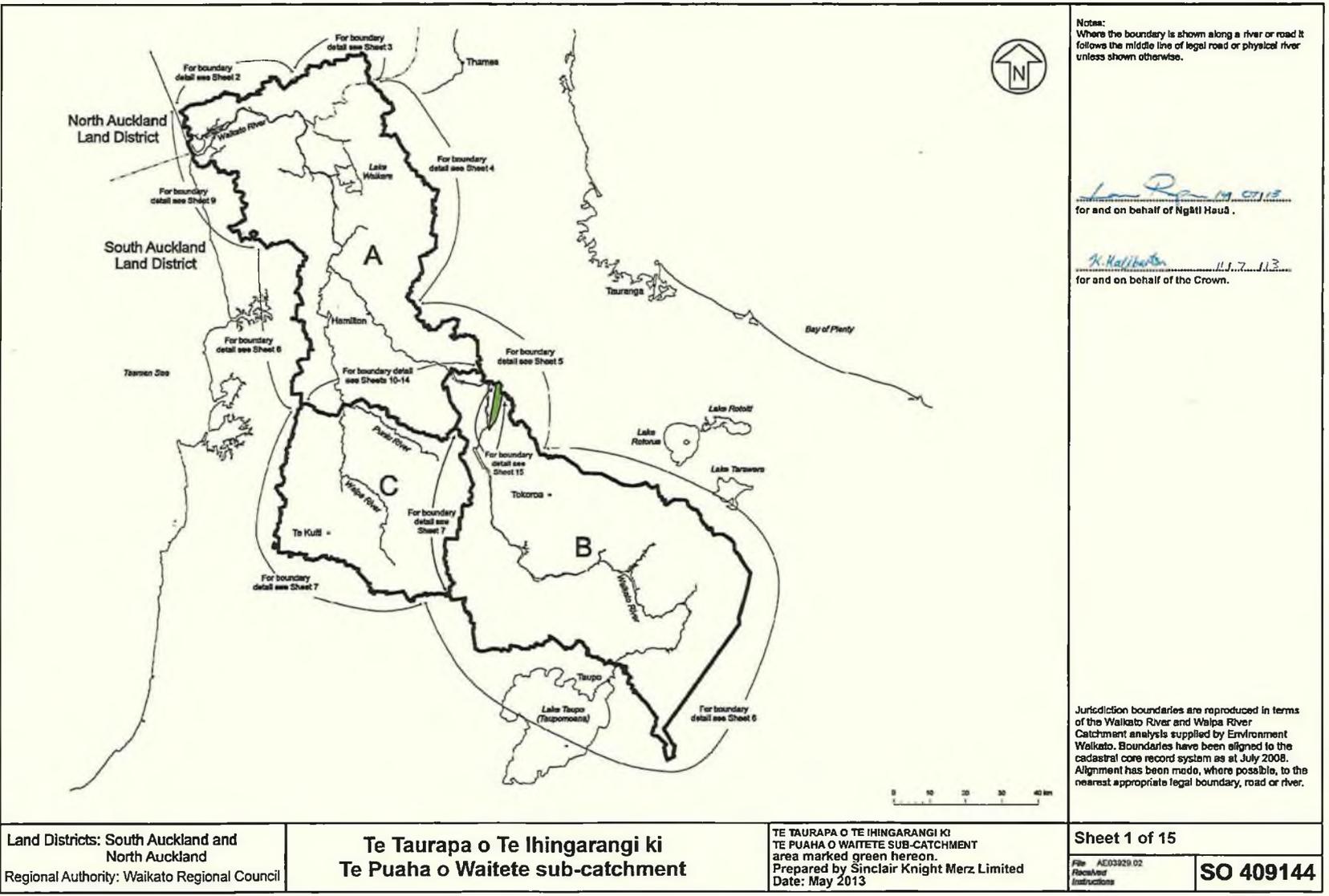
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2.6 TE TAURAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT

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NGĀTI HAUĀ DEED OF SETTLEMENT  
 ATTACHMENTS

2.6: TE TAURAPAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT



Notes:  
 Where the boundary is shown along a river or road it follows the middle line of legal road or physical river unless shown otherwise.

*[Signature]*  
 for and on behalf of Ngāti Hauā.

*[Signature]* 11.7.13  
 for and on behalf of the Crown.

Jurisdiction boundaries are reproduced in terms of the Waikato River and Waipā River Catchment analysis supplied by Environment Waikato. Boundaries have been aligned to the cadastral core record system as at July 2008. Alignment has been made, where possible, to the nearest appropriate legal boundary, road or river.

Land Districts: South Auckland and North Auckland  
 Regional Authority: Waikato Regional Council

**Te Taurapa o Te Ihingarangi ki Te Puaha o Waitete sub-catchment**

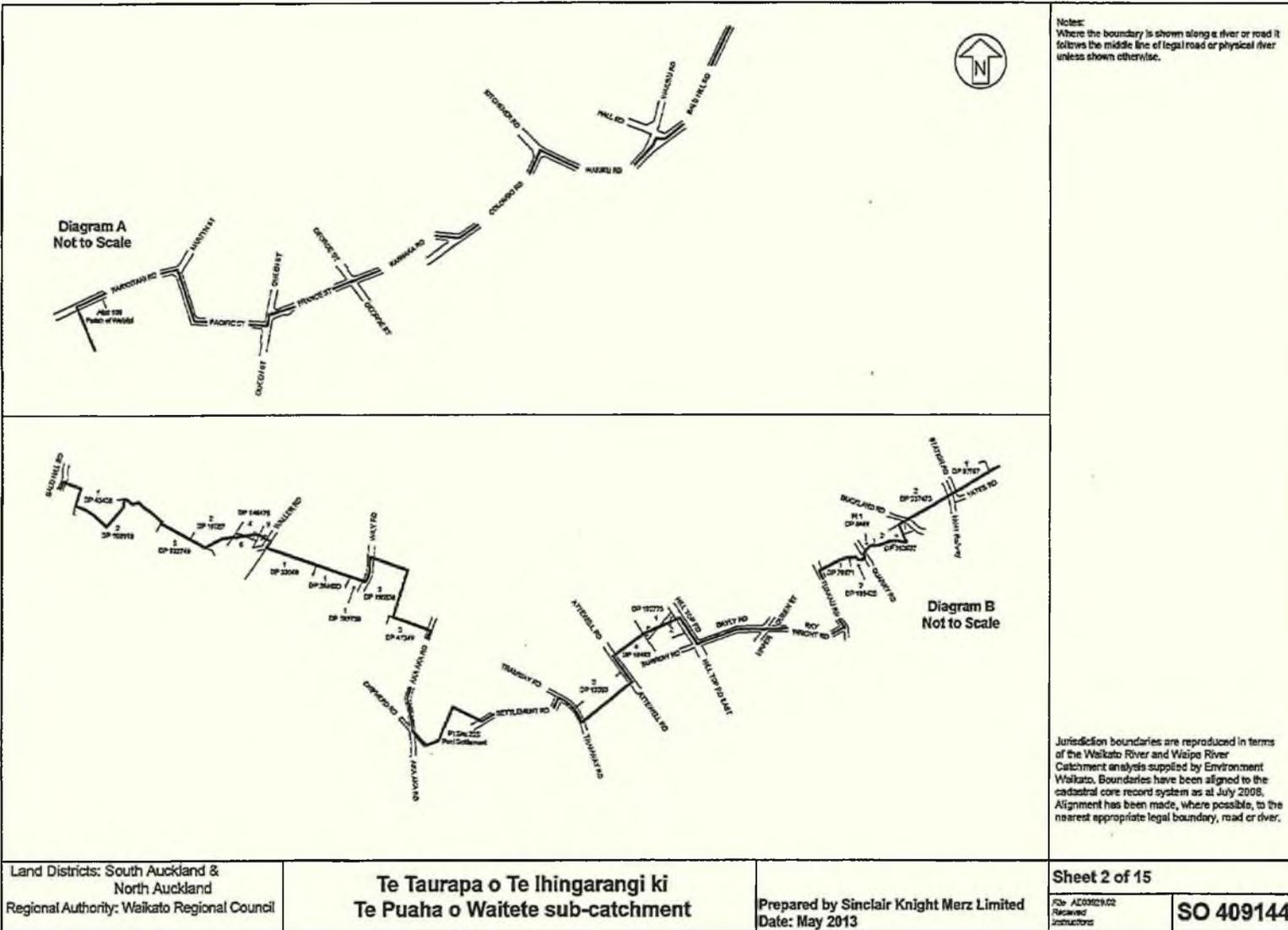
TE TAURAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT area marked green hereon.  
 Prepared by Sinclair Knight Merz Limited  
 Date: May 2013

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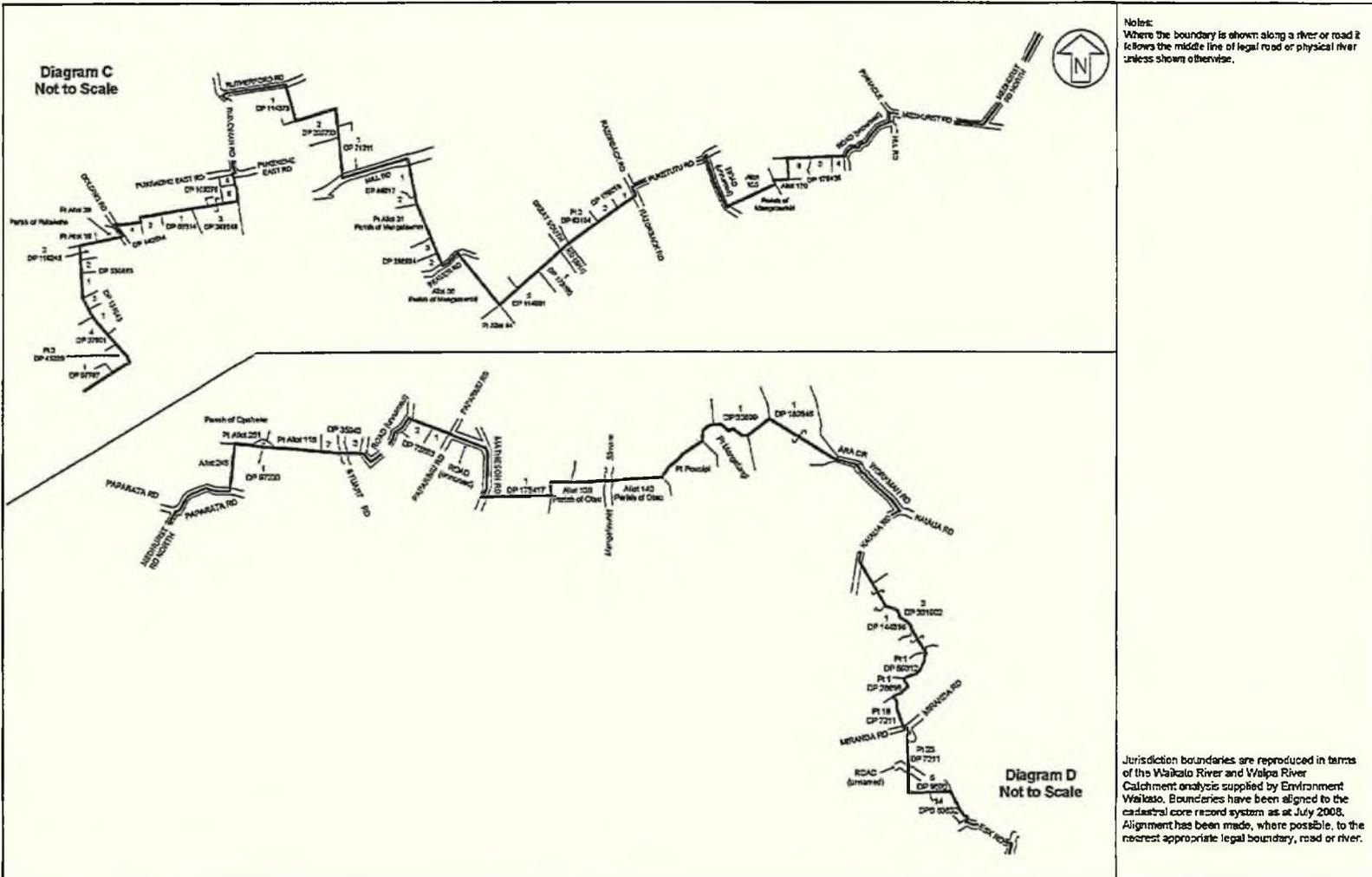
NGĀITI HAUA DEED OF SETTLEMENT  
ATTACHMENTS

2.6: TE TAURAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT



NGĀITI HAUA DEED OF SETTLEMENT  
ATTACHMENTS

2.6: TE TAURAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT



Notes:  
Where the boundary is shown along a river or road it follows the middle line of legal road or physical river unless shown otherwise.

Jurisdiction boundaries are reproduced in terms of the Waikato River and Waikpa River Catchment analysis supplied by Environment Waikato. Boundaries have been aligned to the cadastral core record system as at July 2008. Alignment has been made, where possible, to the nearest appropriate legal boundary, road or river.

Land Districts: South Auckland & North Auckland  
Regional Authority: Waikato Regional Council

**Te Taurapa o Te Ihingarangi ki Te Puaha o Waitete sub-catchment**

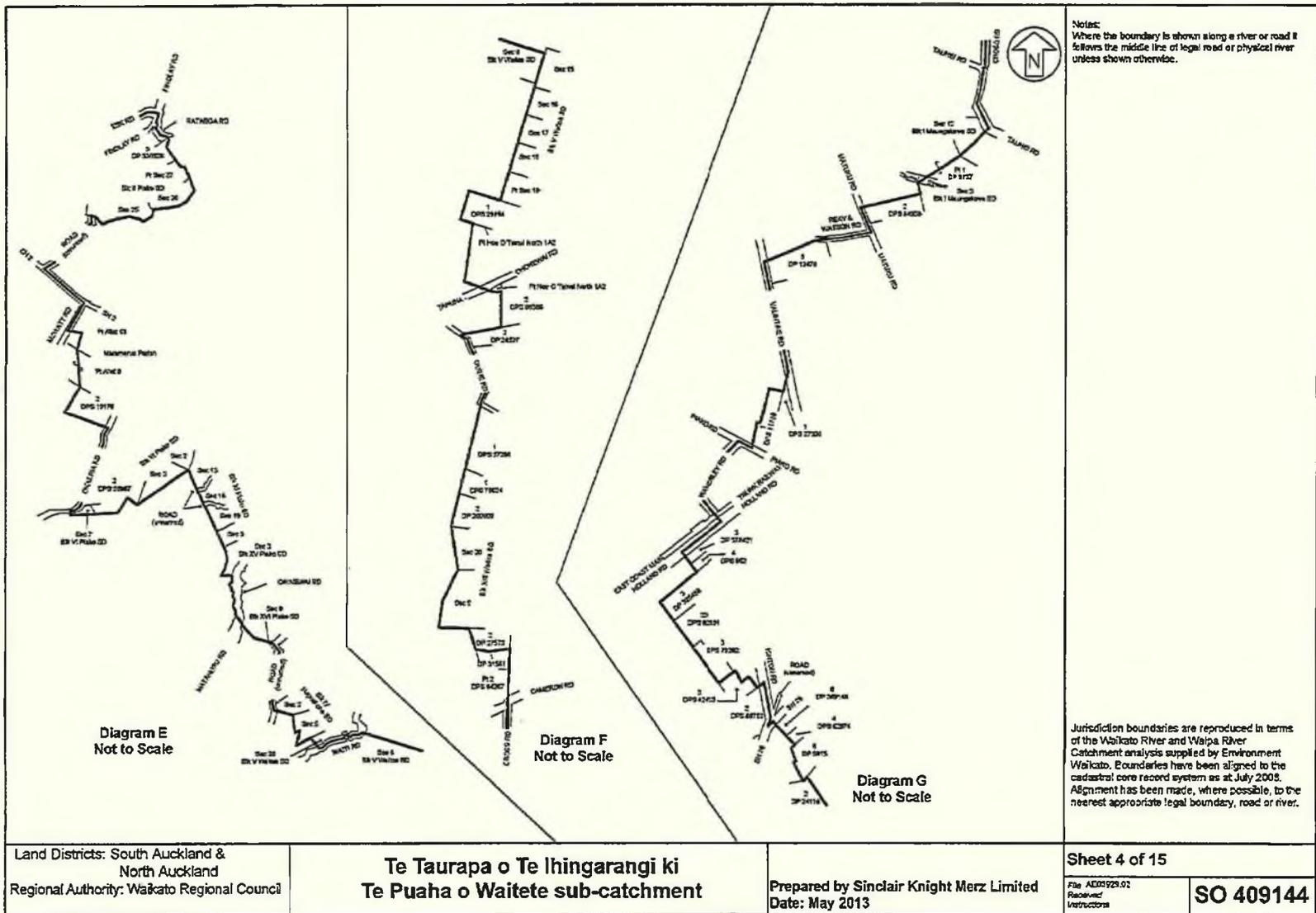
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Date: May 2013

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Revised:  
Instructions: **SO 409144**

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ATTACHMENTS

2.6: TE TAURAPAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT

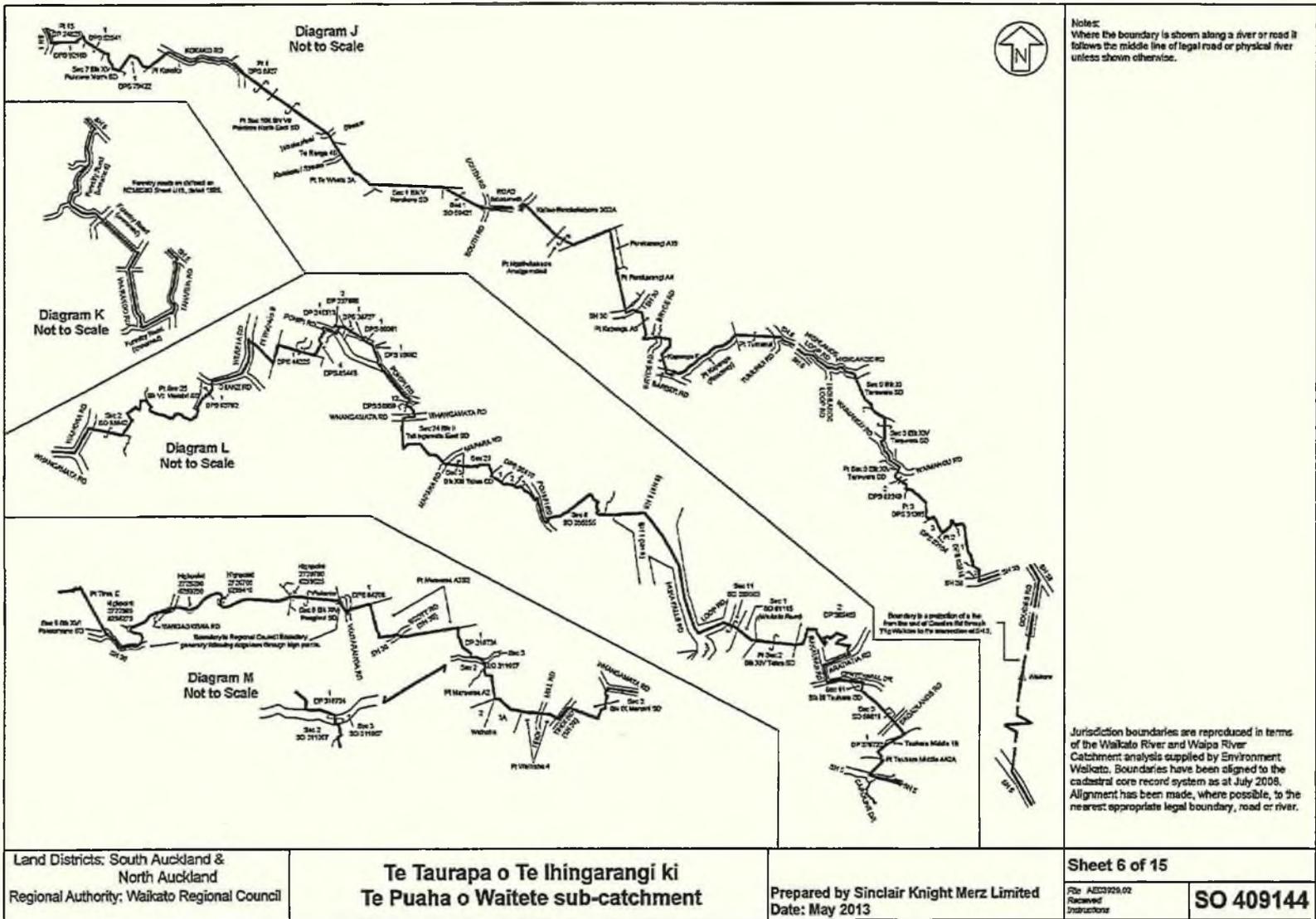


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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.6: TE TAURAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT

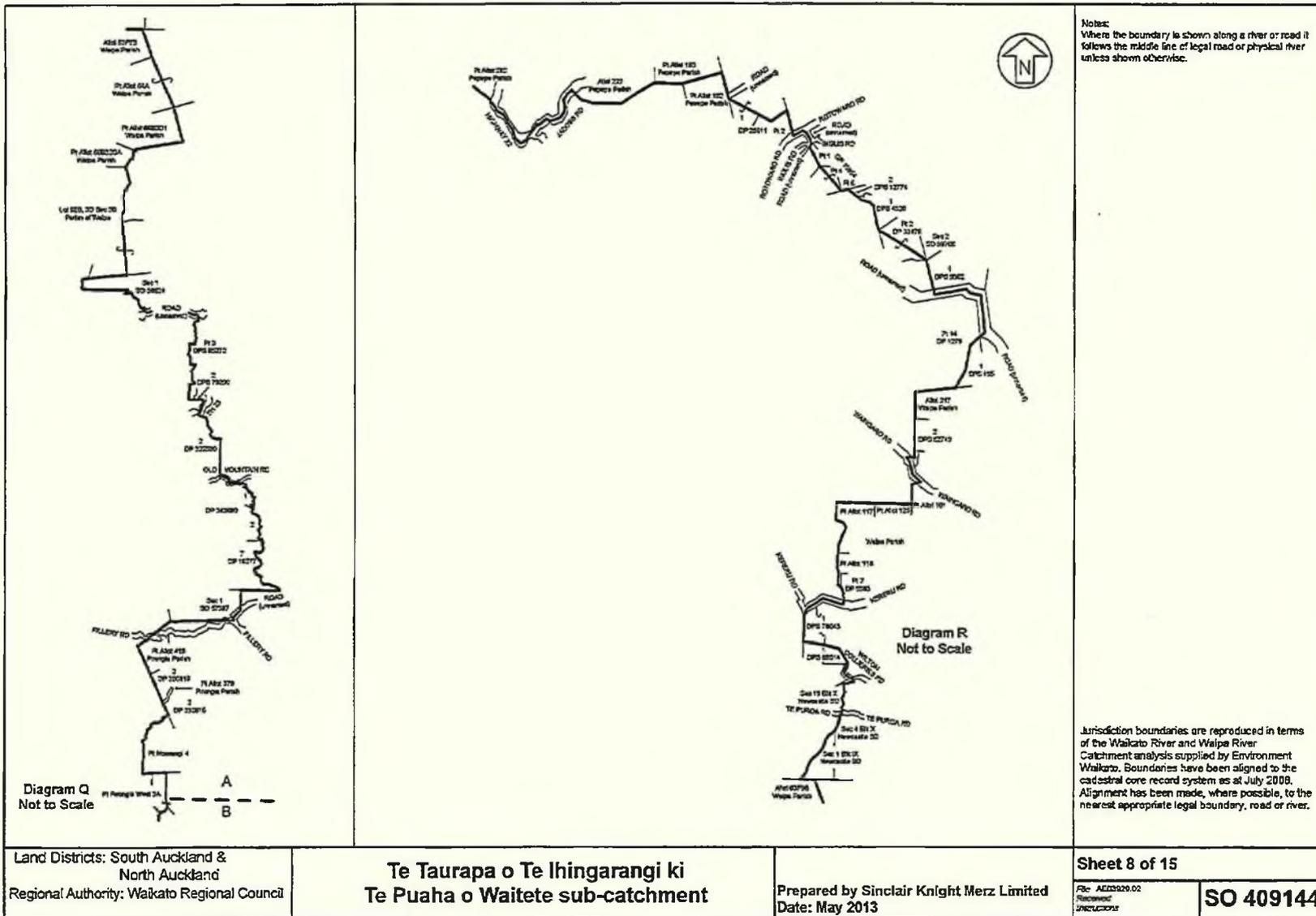


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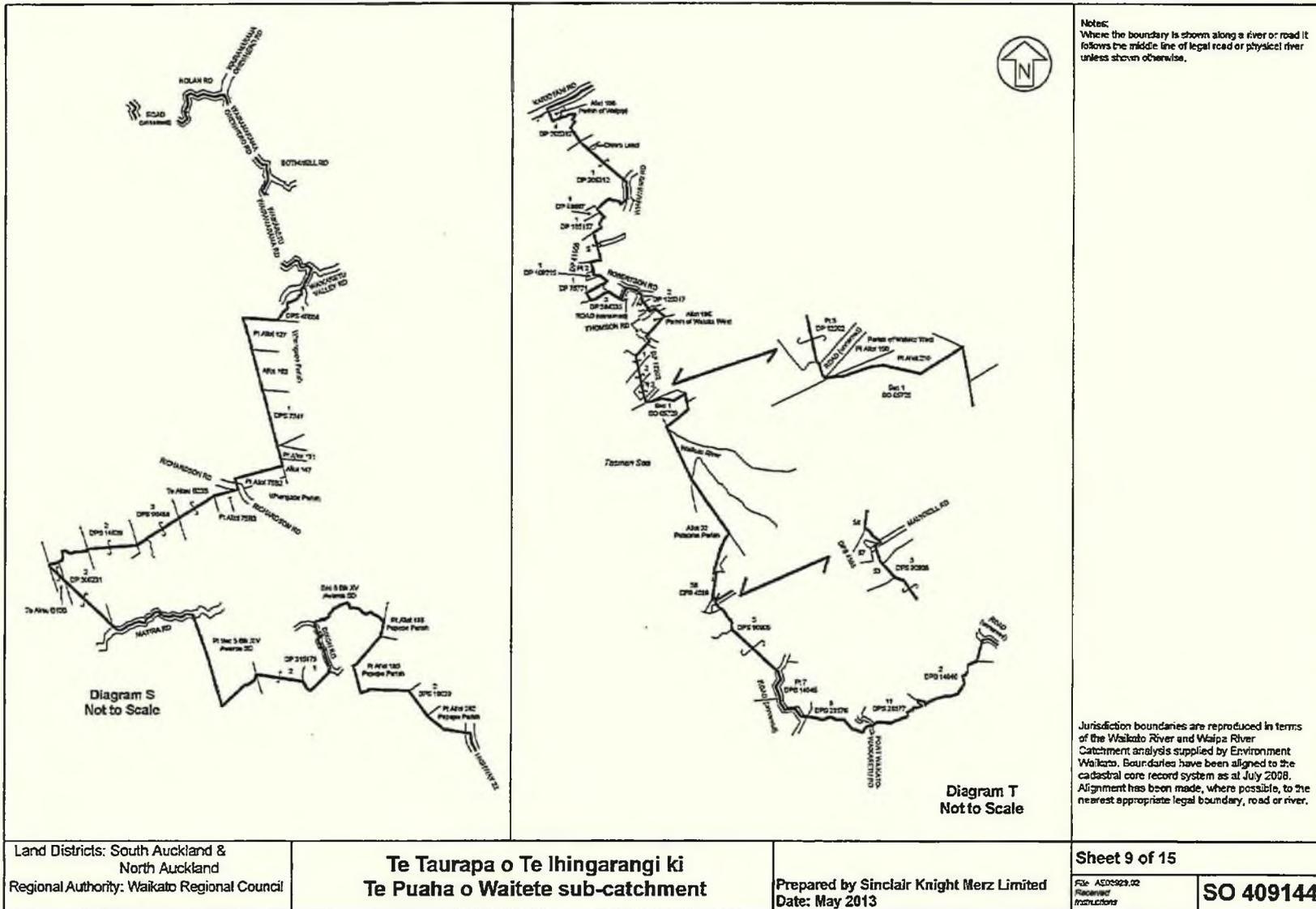
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 A blue signature or scribble at the bottom left.

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ATTACHMENTS

2.6: TE TAURAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT

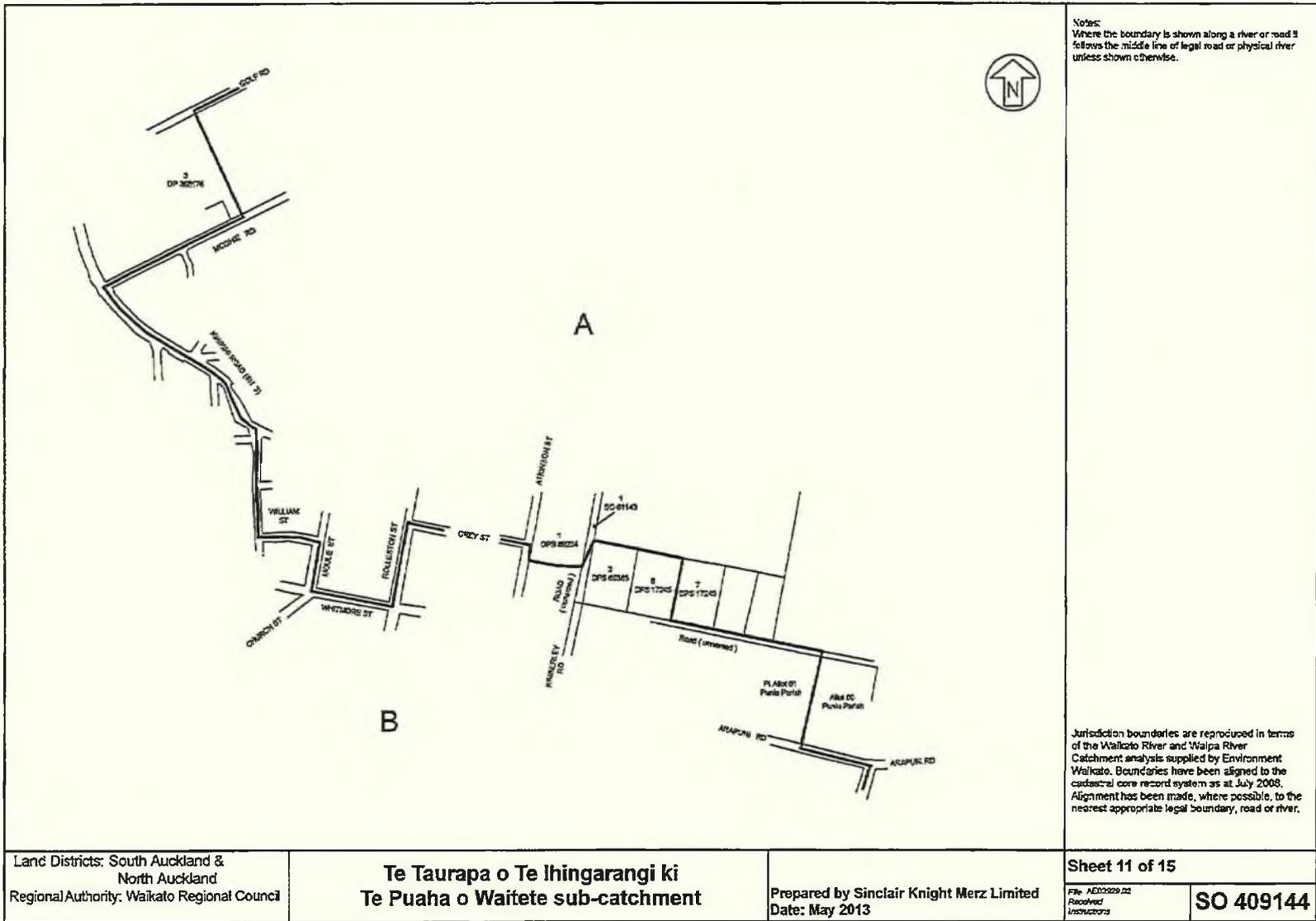


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NGĀTI HAUĀ DEED OF SETTLEMENT  
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2.6: TE TAURAPAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT



Land Districts: South Auckland &  
North Auckland  
Regional Authority: Waikato Regional Council

**Te Taurapa o Te Ihingarangi ki  
Te Puaha o Waitete sub-catchment**

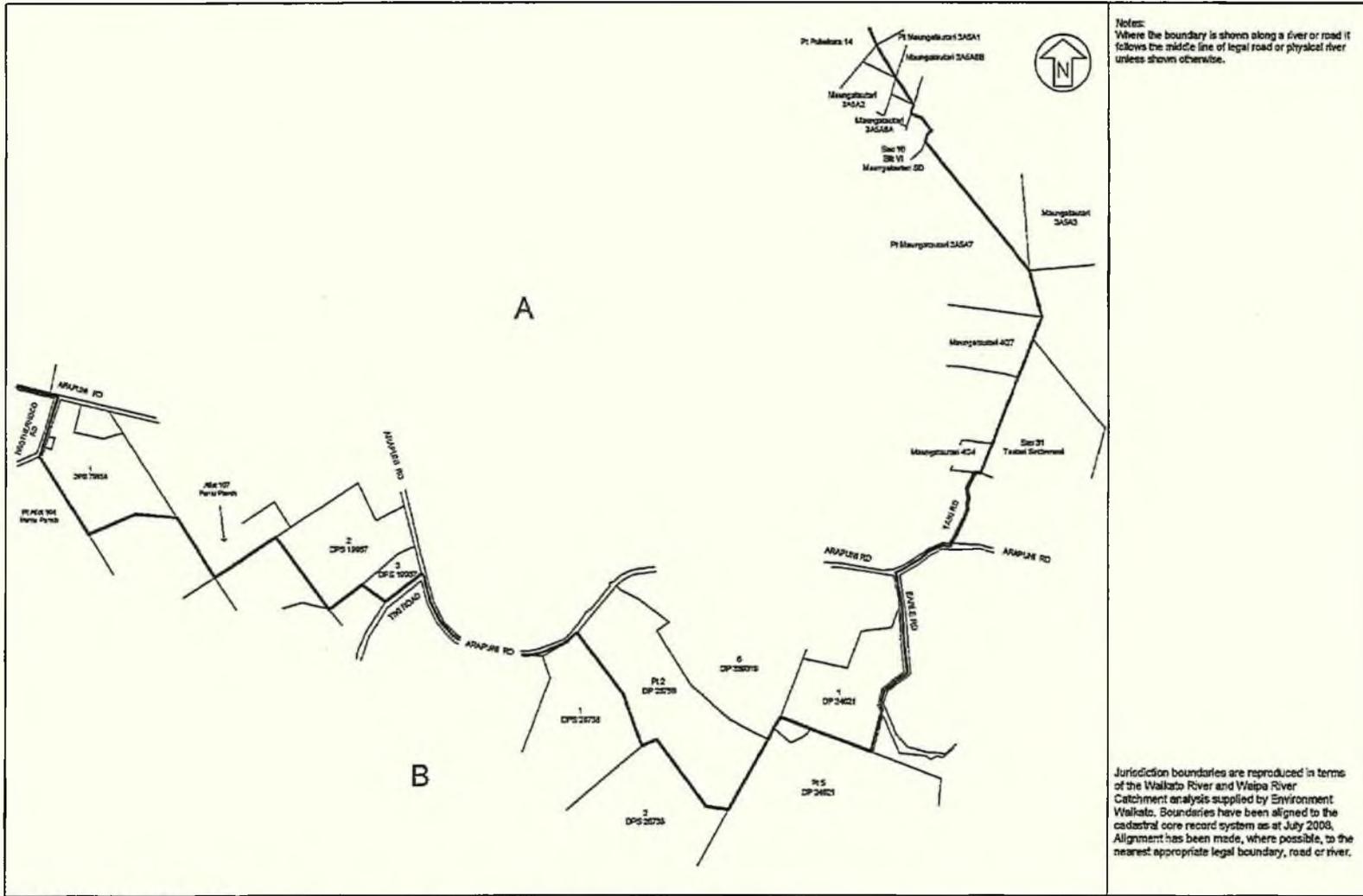
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Date: May 2013

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[Signature]

NGĀTI HAUĀ DEED OF SETTLEMENT  
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2.6: TE TAURAPAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT



Land Districts: South Auckland & North Auckland  
Regional Authority: Waikato Regional Council

**Te Taurapa o Te Ihingarangi ki Te Puaha o Waitete sub-catchment**

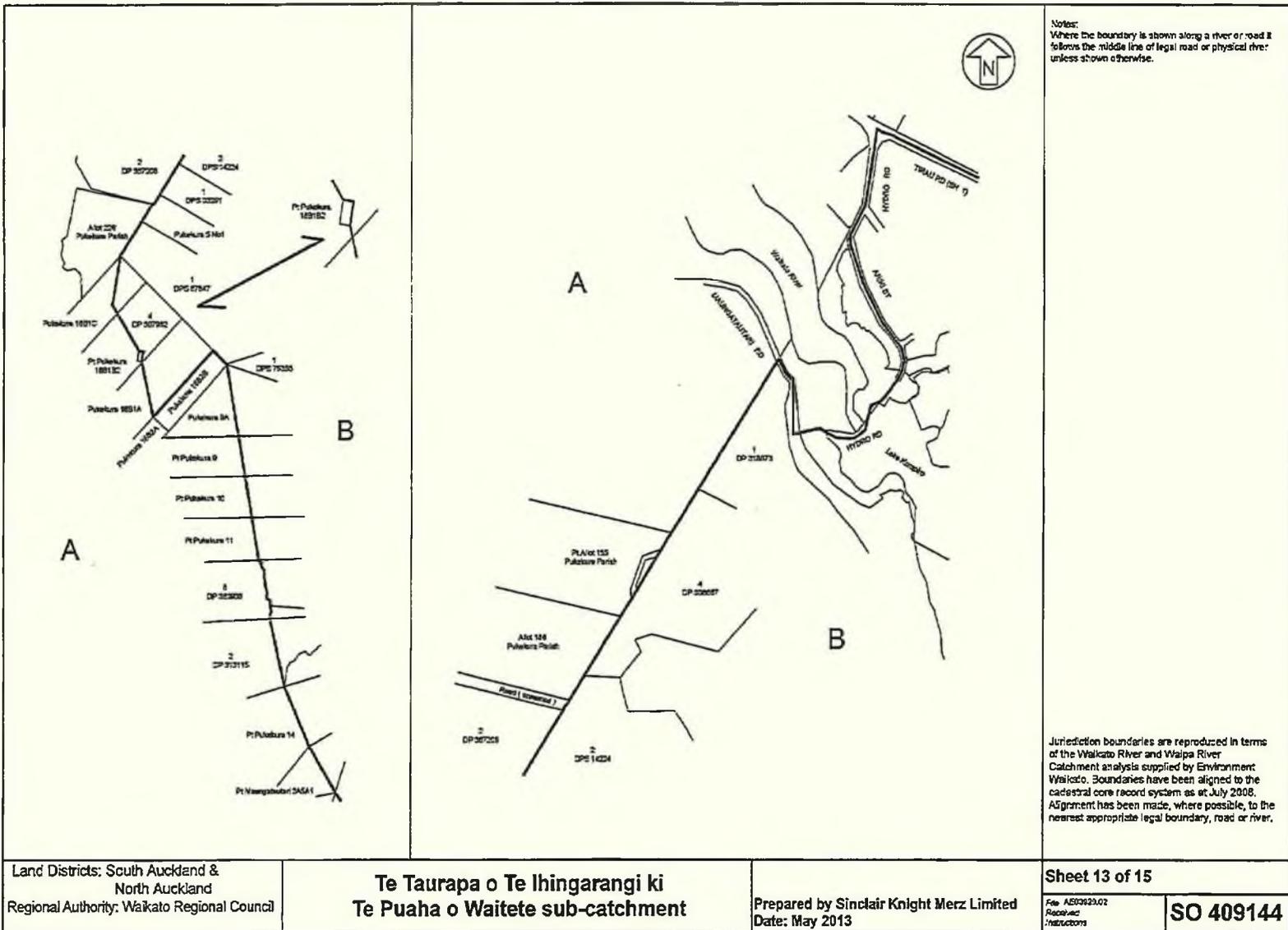
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Date: May 2013

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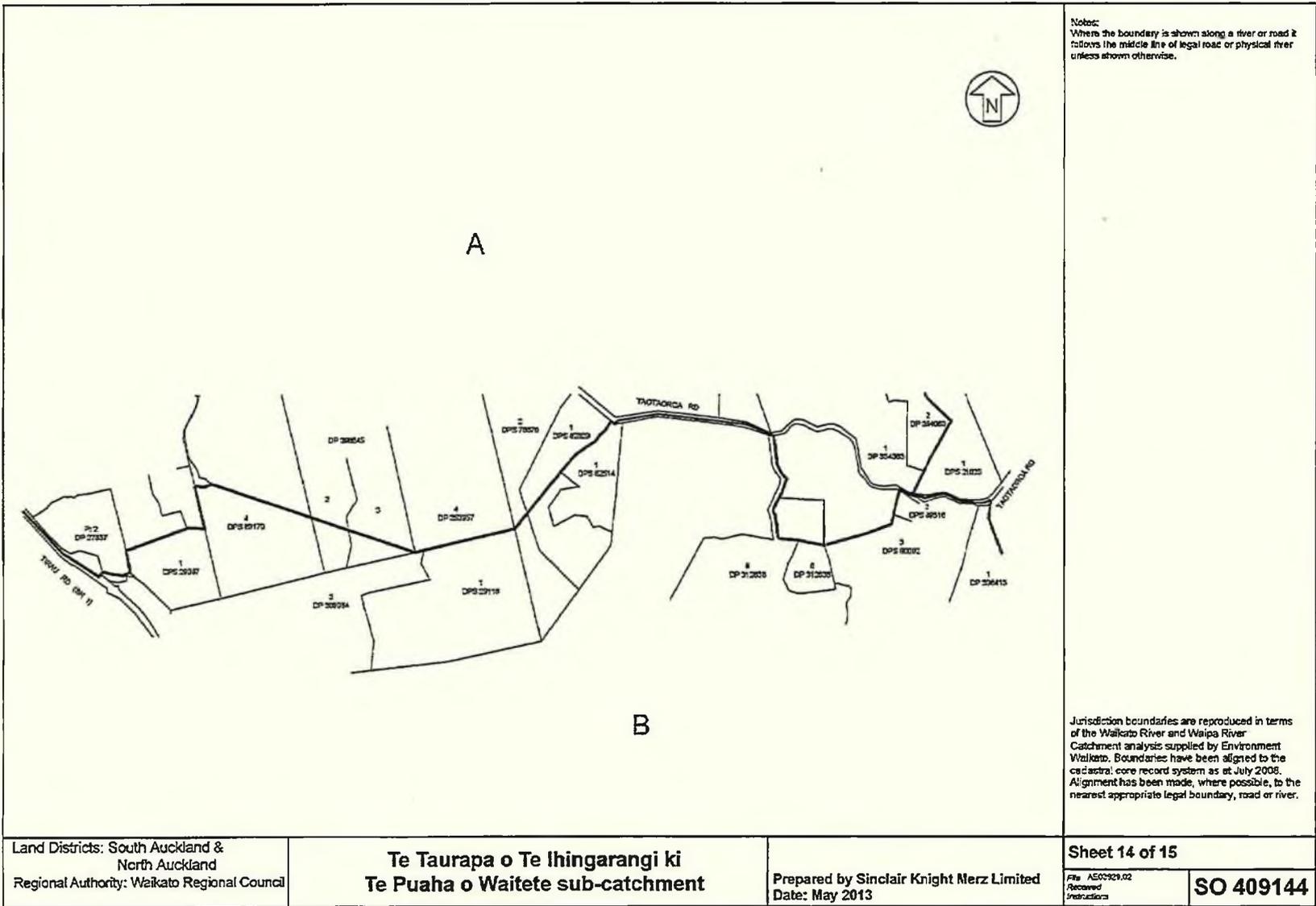
2.6: TE TAURAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT



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NGĀITI HAUA DEED OF SETTLEMENT  
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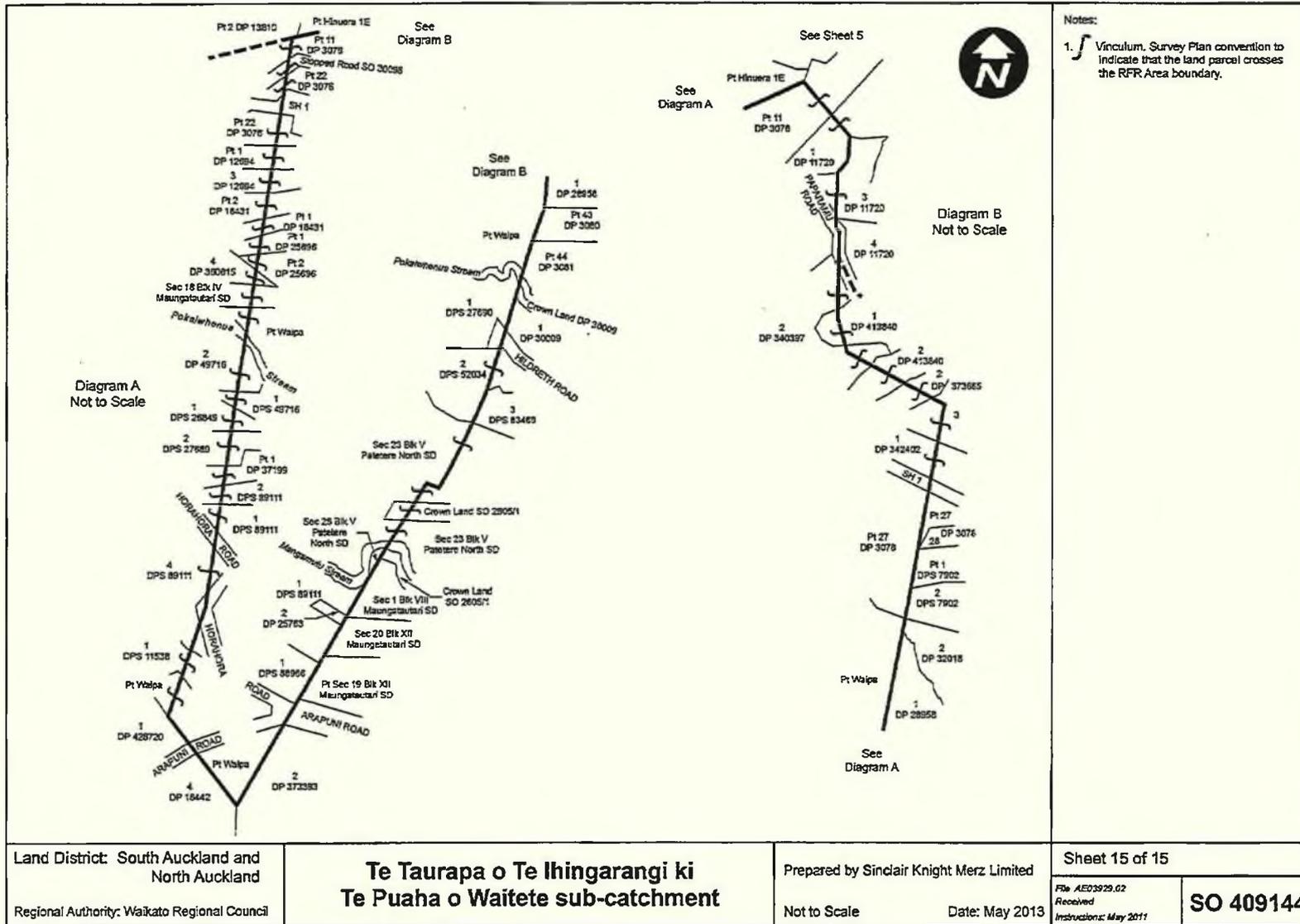
2.6: TE TAURAPAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT



*AKK*  
*[Signature]*

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

2.6: TE TAURAPA O TE IHINGARANGI KI TE PUAHA O WAITETE SUB-CATCHMENT



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**3. RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND  
NGĀTI HAUĀ WITH RESPECT TO TE KAUWHANGANUI O  
MĀHUTA AND NGĀTI HAUĀ TAONGA**

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3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

**RELATIONSHIP AGREEMENT  
BETWEEN THE CROWN AND NGĀTI HAUĀ  
WITH RESPECT TO TE KAUWHANGANUI O MĀHUTA AND  
NGĀTI HAUĀ TAONGA**

**The Parties**

1. The Parties to this relationship agreement are:
  - 1.1. Te Kauwhanganui Trustees;
  - 1.2. Ngāti Hauā Iwi Trust;
  - 1.3. The Department of Internal Affairs, Te Tari Taiwhenua; and
  - 1.4. The Museum of New Zealand, Te Papa Tongarewa ("Te Papa Tongarewa");together "the Parties".

A summary of the role and functions of each of the Parties is provided in **Annexure A**.

**Context**

2. On 1 February 2011, the National Library of New Zealand and Archives New Zealand were integrated into the Department of Internal Affairs.
3. On 18 July 2013, Ngāti Hauā and the Crown signed a Deed of Settlement (the Deed), settling the historical non-raupatu claims of Ngāti Hauā.
4. Under the Deed of Settlement the Crown and Ngāti Hauā agreed to enter into this relationship agreement to support the development and implementation of the Ngāti Hauā vision with respect to the protection, restoration, maintenance and promotion of Te Kauwhanganui, which is in the custody and administration of the Te Kauwhanganui Trustees. This relationship agreement builds on support provided by the Crown to date with respect to Te Kauwhanganui.
5. Crown parties hold taonga in their collections that Ngāti Hauā affiliate with and seek to connect with. The Te Kauwhanganui Trustees and Ngāti Hauā also wish to obtain Crown support for active and meaningful engagement in the care, management, use, development and revitalisation of, and access to, Ngāti Hauā taonga, as agreed in this Relationship agreement and the Work Plans.

**Purpose**

6. The purpose of this relationship agreement is to give greater definition to how the Parties intend to develop an enduring relationship and collaborate on matters related to:
  - 6.1. the protection, restoration, maintenance and promotion of Te Kauwhanganui (the building and the Te Kauwhanganui collection); and
  - 6.2. the care and management, use, development and revitalisation of Ngāti Hauā taonga generally.

**NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS**

**3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA**

7. The parties recognise the following matters, which will guide them in giving effect to the purpose of this relationship agreement and the development and/or implementation of the Te Kauwhanganui Work Plans outlined in paragraph 12:
- 7.1. Te Kauwhanganui o Mahuta at Rukumoana Marae is a taonga of great historical significance to Ngāti Hauā, other Iwi, the Crown and Aotearoa. The Te Kauwhanganui Building has a category one listing with the New Zealand Historic Places Trust, recognising its importance in the history of Aotearoa. The Te Kauwhanganui Collection provides the basis for understanding a unique Maori perspective of the Crown-Māori relationship in the nineteenth and early twentieth centuries; and
- 7.2. That Ngāti Hauā are the kaitiaki of Te Kauwhanganui and that Te Kauwhanganui will continue to be held in its entirety and looked after by Te Kauwhanganui Trustees in accordance with the tikanga and kawa of Ngāti Hauā and with the support of the Ngāti Hauā Iwi Trust.
8. The Parties will also have particular regard for the International Charter for the Conservation and Restoration of Monuments and Sites (ICOMOS) as part of the development and/or implementation of the Te Kauwhanganui workplans.
9. The Parties have entered into this relationship agreement in good faith and as equals and agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments set out in this relationship agreement.

**Ngāti Hauā Principles**

10. The following principles of Ngāti Hauā and the Te Kauwhanganui Trustees will guide Te Kauwhanganui and Ngāti Hauā in giving effect to the purpose of this relationship agreement and the development and/or implementation of the Te Kauwhanganui Work Plans outlined in paragraph 12:
- 10.1. That Te Kauwhanganui is a taonga of great historical significance to Ngāti Hauā, other Iwi, the Crown and Aotearoa;
- 10.2. That Ngāti Hauā are the kaitiaki of Te Kauwhanganui and that Te Kauwhanganui will continue to be held in its entirety and looked after by Te Kauwhanganui Trustees in accordance with the tikanga and kawa of Ngāti Hauā and with the support of the Ngāti Hauā Iwi Trust;
- 10.3. That the cultural values, attributes and practices of rangatiratanga, manaakitanga, whanaungatanga and wairuatanga are reflected in all policies, programmes and activities associated with the conservation and management of Te Kauwhanganui by the Te Kauwhanganui Trustees;
- 10.4. That the tino rangatiratanga of Ngāti Hauā over their own cultural heritage is recognised and maintained.

**Vision**

11. The Ngāti Hauā vision for Te Kauwhanganui is that:
- 11.1. Te Kauwhanganui becomes a centre of indigenous learning, research and archive for iwi, hapū, whānau and other indigenous communities;

**NGĀTI HAUĀ DEED OF SETTLEMENT  
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**3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA**

- 11.2. Te Kauwhanganui contributes to the understanding of the individual and collective histories of iwi, hapū, marae, whānau, Māori, and other indigenous peoples in relation to Te Tiriti o Waitangi/Treaty of Waitangi, national and international indigenous rights;
- 11.3. Te Kauwhanganui Building is restored and maintained;
- 11.4. Te Kauwhanganui Collection is housed in a fit for purpose and environmentally controlled facility necessary to ensure the ongoing survival of the Te Kauwhanganui Collection and kaupapa of Te Kauwhanganui and Tumuakitanga for present and future generations;
- 11.5. Ngāti Hauā are responsible kaitiaki for Te Kauwhanganui, fully trained and experienced in the ongoing care and protection of the Te Kauwhanganui and the Te Kauwhanganui Collection and that the role of Ngāti Hauā as kaitiaki is recognised by Ngāti Hauā members, other iwi, Aotearoa and other indigenous communities; and
- 11.6. That the mātauranga of Te Kauwhanganui and Ngāti Hauā is managed and/or accessed with the approval of the Te Kauwhanganui Trustees in consultation with Ngāti Hauā kaumātua and the Tumuaki.

**Te Kauwhanganui Work Plans**

12. Te Kauwhanganui Trustees are focused on completing two phases of work for Te Kauwhanganui.
  - 12.1. the implementation of Work Plan One focuses on the protection, restoration and maintenance of the Te Kauwhanganui Building and the Te Kauwhanganui Collection; and
  - 12.2. the development and implementation of Work Plan Two - a longer-term plan for the ongoing preservation, maintenance, restoration and promotion of Te Kauwhanganui and Ngāti Hauā taonga.
13. Within 12 months of the signing of this relationship agreement each of the Crown parties will, in discussion with the Te Kauwhanganui Trustees, confirm the support they will provide in respect of the Te Kauwhanganui Work Plans. In particular they will:
  - 13.1. provide the detail of the agreed commitments;
  - 13.2. set out a timetable and milestones for delivering on any agreed commitments;
  - 13.3. confirm the responsibilities of the various Parties in meeting the agreed commitments;
  - 13.4. identify a process for resolving any issues or disputes;
  - 13.5. identify key contact persons for the Parties;
  - 13.6. provide for mutually agreed outcomes; and
  - 13.7. provide for the work plans and training programme to be reviewed at the annual meeting.

NGĀTI HAUĀ DEED OF SETTLEMENT  
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**3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA**

14. Final specific commitments for the work plans will be mutually agreed by the Te Kauwhanganui Trustees and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of each of the Parties.
15. The New Zealand Historic Places Trust will be invited to participate in the discussions between the Te Kauwhanganui Trustees and the Crown parties to co-ordinate respective commitments to support the Te Kauwhanganui Work Plans. The New Zealand Historic Places Trust has written to the Te Kauwhanganui Trust outlining areas of assistance it can contribute to Ngāti Hauā's vision for the protection, restoration and maintenance of the Te Kauwhanganui Building and the Te Kauwhanganui Collection. A copy of the letter is attached in **Annexure B**.

**Te Kauwhanganui Work Plan One - Protection and Restoration**

16. Work Plan One involves completing the conservation recommendations outlined in the conservation and maintenance reports attached to this document as **Annexure C** and **Annexure D**:
- 16.1. **Annexure C - Maintenance Plan Te Kauwhanganui Manuscript Collection** prepared by Vicki-Anne Heikell, Field conservator for Alexander Turnbull Library, National Library of New Zealand, Te Puna Matauranga o Aotearoa (February 2013); and
- 16.2. **Annexure D - Building Maintenance Plan** prepared by Dean Whiting and Ellen Andersen, New Zealand Historic Place Trust, Pouhere Taonga (July 2012).

**Crown parties commitments to Work Plan One**

17. The Crown parties have agreed to provide assistance to the Te Kauwhanganui Trustees to implement Te Kauwhanganui Workplan One. This assistance builds on current work programme activities being undertaken by Crown parties with Te Kauwhanganui Trustees.
18. The Crown parties are able to provide the following commitments with respect to Work Plan One:
- 18.1. to provide conservation advice and training to the Te Kauwhanganui Trustee and Ngāti Hauā in:
- (a) implementing the Building Maintenance plan and associated work programme;
  - (b) implementing the Te Kauwhanganui Manuscript Collection maintenance plan: including;
    - (i) cataloguing the collection
    - (ii) implementing a monitoring programme for the collection,
    - (iii) training for the kaitiaki; and
  - (c) taonga preservation;

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- (d) collection management systems;
  - (e) digitisation initiatives; and
  - (f) training and professional development.
- 18.2. to work collaboratively with the Te Kauwhanganui Trustees and Ngāti Hauā, as far as reasonably practicable, to develop and maintain an inventory of Te Kauwhanganui and Ngāti Hauā taonga held in the collections of the Department of Internal Affairs (Archives and National Library functions) and Te Papa;
- 18.3. to work collaboratively with the Te Kauwhanganui Trustees and Ngāti Hauā by providing appropriate expertise on taonga care, management, and storage and appropriate and relevant information on taonga affiliated to Te Kauwhanganui and Ngāti Hauā.
19. To give effect to the above commitments, the Crown parties have agreed to work with the Te Kauwhanganui Trustees to produce a detailed training programme for the Te Kauwhanganui Trustees.
20. Within 6 months of the signing of this relationship agreement, the parties will produce a training programme that will identify matters including:
- 20.1. The range of support and assistance to be provided by each Crown party;
  - 20.2. The personnel who will provide the support and assistance on behalf of each Crown party, including the Field conservator from the Preservation Office of the National Library;
  - 20.3. The time periods within which the support and assistance will be provided by each Crown party; and
  - 20.4. The mutually agreed outputs and outcomes for the programme; and
  - 20.5. The operational and reporting procedures relating to the training programme.
21. The Crown parties will use their reasonable endeavours to inform Ngāti Hauā of opportunities to access contestable funding in NZ and internationally. Where appropriate Crown parties will provide advice and support to Ngāti Hauā in making applications.

**Crown parties commitments to Work Plan Two**

22. Crown parties are willing to work with Ngāti Hauā in achieving the longer-term objectives of Ngāti Hauā with respect to Te Kauwhanganui and Ngāti Hauā taonga (whether held by Crown parties or by Ngāti Hauā) as described in paragraph 12.2 (Work Plan Two).

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23. The range of support that the Crown parties are able to provide includes:

*Connection with Taonga*

23.1. To where possible facilitate and support Te Kauwhanganui Trustees and Ngāti Hauā to connect with, and access, Te Kauwhanganui and Ngāti Hauā taonga, including:

- (a) relevant research and curatorial information relating to the taonga held in the collections of Archives, National Library and Te Papa Tongarewa and;
- (b) brokering relationships with private/international organisations that hold Te Kauwhanganui taonga;

*Collaborative Care and Management of Te Kauwhanganui and Ngāti Hauā taonga held by Crown parties:*

- 23.2. to work collaboratively with the Te Kauwhanganui Trustees to research Te Kauwhanganui and Ngāti Hauā taonga generally;
- 23.3. to work with Te Kauwhanganui Trustees to develop metadata for Te Kauwhanganui Collection;
- 23.4. to develop mutually beneficial research projects that enhance the understanding of Te Kauwhanganui;
- 23.5. Crown parties to seek advice, where practicable, from Te Kauwhanganui Trustees and Ngāti Hauā on Te Kauwhanganui taonga including public dissemination of information concerning the Tumuakitanga and Te Kauwhanganui;

*Sharing knowledge and expertise associated with the cultural heritage of Te Kauwhanganui*

- 23.6. to share information relating to:
  - (a) ways in which the Te Kauwhanganui Trustees and Ngāti Hauā can encourage the use of Te Kauwhanganui in the community and education; and
  - (b) the history and cultural significance of Te Kauwhanganui where the Te Kauwhanganui Trustees consider it appropriate to share this information.
- 23.7. to work together on exhibition planning processes and related activities specific to Te Kauwhanganui and Ngāti Hauā; and
- 23.8. to seek advice from the Te Kauwhanganui Trustees regarding specific collection and research policies and processes as it relates to Te Kauwhanganui.

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**Work Plan Topics Specific to Crown parties**

24. Potential topics for Te Kauwhanganui Work Plans may include, but are not limited to, the topics identified below.

**Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand functions**

*Collaborative Care and Management of Taonga:*

- 24.1. to work with the Te Kauwhanganui Trustees and Ngāti Hauā to develop processes to record what material relating to Te Kauwhanganui and Ngāti Hauā is being accessed from the collections of the National Library;
- 24.2. to work with the Te Kauwhanganui Trustees and Ngāti Hauā, on facilitating the access of members of Ngāti Hauā to material relating to Te Kauwhanganui held in the collections, for example the provision of copies of material;
- 24.3. to work with the Te Kauwhanganui Trustees and Ngāti Hauā to assist in the development of protocols concerning the use of and access to material relating to Te Kauwhanganui and Ngāti Hauā;
- 24.4. to work with the Te Kauwhanganui Trustees and Ngāti Hauā to develop exhibition opportunities relating to Te Kauwhanganui; and

*Sharing knowledge and expertise associated with Ngāti Hauā taonga:*

- 24.5. to share relevant collection and curatorial information on known Te Kauwhanganui and Ngāti Hauā taonga held in New Zealand and overseas; and
- 24.6. to broker, with the approval of the Te Kauwhanganui Trustees and Ngāti Hauā, relationships with New Zealand and international libraries and heritage organisations.

**Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function**

*Collaborative Care and Management of Taonga:*

- 24.7. to work with the Te Kauwhanganui Trustees and Ngāti Hauā to develop processes to record what material relating to Te Kauwhanganui is being accessed from the collections of Archives;
- 24.8. to work with the Te Kauwhanganui Trustees and Ngāti Hauā, in identifying processes that will facilitate the access of members of Ngāti Hauā and other iwi to material held in the collections relating to Te Kauwhanganui, for example the provision of copies of material;
- 24.9. to work with the Te Kauwhanganui Trustees and Ngāti Hauā to assist in the development of protocols concerning the use of and access to material relating to Ngāti Hauā taonga;

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- 24.10. to develop a process whereby Te Kauwhanganui taonga is identified and Ngāti Hauā have the opportunity to acquire such taonga in accordance with process set out in section 25 of the Public Records Act 2005; and
- 24.11. to develop a process to provide information to Ngāti Hauā on the type of research being conducted when Te Kauwhanganui taonga is being accessed.

*Monitoring delivery of service:*

- 24.12. to develop processes to monitor the effectiveness of the relationship with and services to Te Kauwhanganui Trustees and Ngāti Hauā in achieving outputs and outcomes mutually agreed in Te Kauwhanganui work plans.

*Analysis and reporting:*

- 24.13. to receive and address a list of key questions prepared and prioritised by Te Kauwhanganui Trustees and Ngāti Hauā to ask regularly in written reports to the Te Kauwhanganui Trustees and Ngāti Hauā which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

*Advice for public offices and local authorities on access to Te Kauwhanganui taonga:*

- 24.14. to facilitate and support, where requested, the Te Kauwhanganui Trustees and Ngāti Hauā to liaise with public offices and local authorities on best practice in making access decisions for access to Te Kauwhanganui taonga held at public archives and local authority archives.

**Work Plan Topics Particular to Te Papa Tongarewa**

25. Te Papa Tongarewa will work with the Te Kauwhanganui Trustees and Ngāti Hauā in relation to the work plan topics set out in this section consistently with the principle of Mana Taonga which:

- 25.1. recognises the relationships between iwi, hapū and whānau with their taonga; and
- 25.2. seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae - Rongomaraeroa; and
- 25.3. shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

*Collaborative Care and Management of Taonga:*

- 25.4. to maintain an inventory of Te Kauwhanganui and Ngāti Hauā taonga held at Te Papa Tongarewa;
- 25.5. to advise, inform and work with the Te Kauwhanganui Trustees and Ngāti Hauā where practicable on the development of processes to record what material relating to Te Kauwhanganui is being accessed from the collections of Te Papa Tongarewa;

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- 25.6. to work with the Te Kauwhanganui Trustees and Ngāti Hauā, in identifying processes that will facilitate the access of members of Ngāti Hauā to material relating to Te Kauwhanganui, for example the provision of copies of material;
- 25.7. to work with the Te Kauwhanganui Trustees and Ngāti Hauā where practicable to develop protocols concerning the use of and access of others to material relating to Te Kauwhanganui taonga, for example advising and Te Kauwhanganui Trustees and Ngāti Hauā of any access restrictions to taonga required by donors and discussing when access to and/or use of taonga could be restricted;
- 25.8. to develop a process to provide information to Te Kauwhanganui Trustees and Ngāti Hauā, where practicable, on the type of research being conducted when Te Kauwhanganui taonga is being accessed;
- 25.9. to work with the Te Kauwhanganui Trustees and Ngāti Hauā to develop exhibition opportunities; and

*Education and training initiatives:*

- 25.10. to recognise the Te Kauwhanganui Trustees as an iwi authority in relation to Te Kauwhanganui issues and the Ngāti Hauā Iwi Trust as an iwi authority in relation to Ngāti Hauā taonga generally;

*Deaccessioned taonga*

- 25.11. to recognise the priority that the Te Kauwhanganui Trustees and Ngāti Hauā place on the acquisition of Te Kauwhanganui taonga that is deaccessioned by Te Papa Tongarewa, and consult with them and provide them with the opportunity to acquire such taonga. Te Papa Tongarewa shall retain such taonga until such time as the Te Kauwhanganui Trustees or Ngāti Hauā are in a position to acquire and receive the taonga themselves.

*Sharing knowledge and expertise associated with Ngāti Hauā cultural heritage kaupapa:*

- 25.12. to share knowledge and expertise associated with Te Kauwhanganui cultural heritage kaupapa, including the following:
- (a) Legislation (e.g. the Protected Objects Act) museum policies and practices;
  - (b) Visitor Market Research & Evaluation methodology and data; and
  - (c) Ngāti Hauā taonga held in New Zealand and overseas;
- 25.13. to actively facilitate with Ngāti Hauā relationships with New Zealand and international museums, galleries and heritage organisations; and
- 25.14. to actively facilitate with Ngāti Hauā opportunities for access and reconnection of Ngāti Hauā to Ngāti Haua taonga.
26. Te Papa Tongarewa and the Te Kauwhanganui Trustees will also, as it relates to Te Kauwhanganui, work together on:
- 26.1. The application of International Charter (ICOMOS) standards;

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26.2. Advice on cultural centre development;

26.3. Iwi Exhibition partnership; and

**Ongoing Relationships**

27. The Parties agree to meet annually at a date and a venue to be mutually agreed.

28. The inaugural hui of the Parties will be held within 3 months of the signing of this document.

29. The Parties will jointly take responsibility for confirming the annual hui and hui agenda.

**Communication**

30. The Parties commit to:

30.1. maintain effective communication with one another on any concerns and issues arising from this relationship agreement and its implementation;

30.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;

30.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this relationship agreement and the practical tasks which flow from it;

30.4. as far as reasonably practicable, inform the New Zealand Historic Places Trust and other organisations with whom it works, central government agencies and stakeholders about this relationship agreement and future amendments; and

30.5. include a copy of the relationship agreement on the Crown parties' websites.

**Effect**

31. The Parties acknowledge that this relationship agreement is not intended to constitute a contract between the Parties or to be enforceable at law. However, the Crown is committed to working with the Te Kauwhanganui Trustees and Ngāti Hauā in good faith in accordance with this relationship agreement in order to make a contribution to the achievement of the vision of Ngāti Hauā as outlined above.

32. Resourcing of activities under this relationship agreement will be within existing resource limits and align with the Crown parties priorities and the Government priorities of the day.

33. Ngāti Hauā acknowledge that all agreements and commitments from the Crown parties contained in this relationship agreement are subject to the legislative rights and obligations under which the respective Crown parties operate.

**Changes to Policy and Legislation Affecting this Relationship Agreement**

34. In addition to the specific commitments in this relationship agreement, the Crown parties will consult where practicable, with the Te Kauwhanganui Trustees and Ngāti Hauā on policy development or review which potentially affects Te Kauwhanganui and provide for opportunities for Ngāti Hauā to contribute to such developments.

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35. If any of the Crown parties consults with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this relationship agreement, the Crown party shall:
- 35.1. notify the Te Kauwhanganui Trustees and Ngāti Hauā of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
  - 35.2. provide the Te Kauwhanganui Trustees and Ngāti Hauā with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
  - 35.3. approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the Te Kauwhanganui Trustees and Ngāti Hauā in relation to any of the matters that are subject to the consultation;
  - 35.4. use best endeavours to meet when requested by either party to discuss options to resolve concerns; and
  - 35.5. advise the Te Kauwhanganui Trustees and Ngāti Hauā of the final outcome of any such consultation.

**Dispute Resolution**

36. In the event that the Parties cannot agree on the implementation of this relationship agreement, or agree revised terms following a five yearly review of the relationship agreement, then a meeting will be convened between representatives of the Tumuaki and the Ngāti Hauā Iwi Trust, the Chief Executive and then the Minister of Internal Affairs or, in the case of Te Papa Tongarewa, the Chairperson of the Board with any party giving at least one month's notice of request for a meeting.

**Review Provision**

37. This relationship agreement will be reviewed by the Parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this relationship agreement. This review will take place at the annual hui of the Parties, to ensure that the commitments entered into in the relationship agreement remain relevant and continue to capture the purpose of the relationship agreement.
38. The Parties will negotiate any amendments to provisions at this time and may sign a new relationship agreement which will take effect upon signing.

**Definitions**

- "Inventories"* means list of information.
- "Crown parties"* The Department of Internal Affairs with a focus on the National Library and Archives New Zealand functions, and Te Papa Tongarewa are for the purposes of this Relationship agreement referred to as the "Crown parties". A summary of

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	the role and functions of each of the parties is provided in Annexure A.
<i>"Deaccessioned"</i>	the permanent removal of an item from the collections of Te Papa Tongarewa.
<i>"National Library"</i>	includes the Alexander Turnbull Library.
<i>"Taonga"</i>	Taonga includes but is not limited to artifacts, heirlooms, human remains, manuscripts, archives, records, information data (including multi-media formats such as sound, still and moving images).
<i>Te Kauwhanganui</i>	means the Te Kauwhanganui Building and the Te Kauwhanganui Collection.
<i>Te Kauwhanganui Trust</i>	means the Te Kauwhanganui Building and Monument Charitable Trust to be established by trust deed in July 2013. A summary of the role and function of the Trust is provided in Annexure A.
<i>Te Kauwhanganui Building</i>	means the Te Kauwhanganui building located at Rukumoana marae Morrinsville-Walton Road, Morrinsville, the legal description for which is Te Au o Waikato 7E1, and for the purposes of this relationship agreement also includes the Te Kauwhanganui monument located at the marae.
<i>Te Kauwhanganui Collection</i>	is defined by the Te Kauwhanganui Trust as a list of taonga which will be held by the Trustees and disclosed at their sole discretion. For the avoidance of doubt, taonga or Te Kauwhanganui Collection does not include any of Te Au o Waikato 7E1 land or urupa or any fixtures on the land.
<i>Te Kauwhanganui Work Plans</i>	means Work Plan 1 and 2 as described in clauses 12 and 16.

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Signatories:

\_\_\_\_\_  
Anaru Thompson  
Tumuaki

Date:

\_\_\_\_\_  
Rhonda Paku  
Acting Kaihautū  
Museum of New Zealand  
Te Papa Tongarewa

Date:

\_\_\_\_\_  
Chairperson  
Te Kauwhanganui Trust

Date:

\_\_\_\_\_  
Michael Houlihan  
Chief Executive  
Museum of New Zealand  
Te Papa Tongarewa

Date:

\_\_\_\_\_  
Mokoro Gillett  
Co-Chair  
The Ngāti Hauā Iwi Trust

Date:

\_\_\_\_\_  
Sue Powell  
Deputy Chief Executive  
Department of Internal Affairs

Date:

\_\_\_\_\_  
Lance Rapana  
Co-Chair  
The Ngāti Hauā Iwi Trust

Date:

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**Annexure A**

**Summary of the Role and Functions of the Parties**

***Te Kauwhanganui Trust***

1. Te Kauwhanganui Building and Monument Charitable Trust is to be established by trust deed in July 2013.
2. The primary object of the Trust is to manage and apply the Trust fund for the following charitable purposes:
  - (a) Protecting the cultural and historical value of the Taonga (Te Kauwhanganui Collection) through education, conservation and preservation;
  - (b) Ensuring Beneficiary responsibility as kaitiaki through education and guidance;
  - (c) Protecting the integrity of the Taonga through education and guidance;
  - (d) Protecting the integrity of the Kiingitanga through education and guidance;
  - (e) Recognising the cultural responsibility of the Kaumaatua Taumata (Ngāti Hauā Kaumātua) to the wider iwi of Ngāti Hauā and the implications of mana Māori according to mana whenua obligations or manaakitanga and/or kaitiakitanga through education and guidance; and
  - (f) Recognising the cultural responsibility of the Kaumatua Taumata to the wider iwi of Ngāti Hauā in regard to intellectual and commercial practices through education and guidance.
3. The Trust is committed to preserving, developing and maintaining the following values through education, community based events and encouraging participation of the Beneficiaries:
  - (a) Aroha teetehi ki teetethi - respect and compassion in all dealings and communication with people involved within the kaupapa that relates to the Taonga;
  - (b) Ihi - Wana - maintain high standards of practice, transparency and operations in all dealings with the Trust.
  - (c) Manaakitanga - nurture and foster relationships between marae, iwi, kaimahi, whanau, rangatahi and tamariki, mokopuna.
  - (d) Ngaa Taonga Tuku Iho - whoatu ki ngaa uri whakatupuranga te tikanga me te kawa (tamariki, mokopuna, rangatahi).
  - (e) Tikanga me ngaa kawa - uphold and ensure that tikanga and kawa is maintained and understood.
  - (f) Te Mana Motuhake - protect and maintain the integrity of the Kauwhanganui, monument, urupaa, ngaa taonga, me ngaa kaupapa korero, me ngaa iwi - Kiingitanga, kootahitanga, kaiwhakawahi Kiingi.
  - (g) Kaitiakitanga - Ko te mahi o Te Kauwhanganui hei tiaki te mauri, te wehi, te tapu me te mana Maaori motuhake o ngaa kaupapa maatauranga kei i ngaa taonga.

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- (h) Maatauranga - whakamoohia pai ki te kaupapa. That all people involved have a knowledge and understanding of kaupapa that relates to the Taonga.
  - (i) Humaarietanga - remain humble to what we are and who we are.
  - (j) Whakaeketanga - facilitate access to maatauranga that protects the integrity of the kaupapa that relates to the Taonga.
4. Te Kauwhanganui Building, Te Kauwhanganui Collection and Monument are located at Rukumoana marae and urupa, Morrinsville-Walton Road, Morrinsville. The legal description of the marae and urupa is Te Au o Waikato 7E1, which is administered by the trustees of Te Au o Waikato 7E1 Trust.
5. Te Kauwhanganui Collection is held by the Trustees and does not include any of Te Au o Waikato 7E1 land or urupa or any fixtures on the land.

***Ngati Haua Iwi Trust***

6. The Ngāti Hauā Iwi Trust was established by deed dated 16 July 2013 and is signed by the Initial Trustees, namely, Mokoro Gillett, Lance Rapana, Bob Penetito, Te Ao Marama Maaka, Te Ihingarangi Rakatau, Adam Whauwhau, Linda Raupita, Rangitonga Kaukau.
7. The purposes for which the Trust is established are to receive, manage, administer and apply the Trust's Assets on behalf of and for the benefit of the present and future Members of Ngāti Hauā in accordance with the Trust Deed including, without limitation:
- (a) to uphold the historical role of the Tumuaki of the Kīngitanga;
  - (b) the promotion amongst Ngāti Hauā of the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Hauā;
  - (c) the maintenance and establishment of places of cultural or spiritual significance to Ngāti Hauā;
  - (d) the promotion amongst Ngāti Hauā of health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability;
  - (e) a transfer or resettlement of Trust Assets in accordance with page 3 of the Ratification Booklet and in accordance with the ratified Ratification Process resolutions specifically supporting the transfer or resettlement of Settlement redress to the Company, Recognised Recipients or certain persons, entities or trusts; and
  - (f) any other purpose that is considered by the Trustees from time to time to be beneficial to Ngāti Hauā.

***Department of Internal Affairs (Te Tari Taiwhenua)***

8. The Department of Internal Affairs (the Department) serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering nine Votes across nine portfolios.

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9. The Department's portfolios are Internal Affairs (including the Government Chief Information Office), Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government, the Community and Voluntary sector (including the Office for the Community and Voluntary Sector), National Library and Archives New Zealand.
10. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
11. The Department:
  - (a) provides direct services to people, communities and government;
  - (b) provides policy advice to government;
  - (c) regulates peoples activity, encourages compliance and enforces the law; and
  - (d) monitors performance.

***Department of Internal Affairs National Library of New Zealand (Te Puna Mātauranga o Aotearoa) functions***

12. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
13. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
  - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga; and
  - (b) supplementing and furthering the work of other libraries in New Zealand; and
  - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
14. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
  - (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga; and
  - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
  - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

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***Department of Internal Affairs Archives New Zealand (Te Rua Mahara o te Kāwanatanga) functions***

15. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
16. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
17. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Ngāti Hauā. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
18. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū and community records. Archives New Zealand endeavours to improve access by Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
19. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of public records.
20. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
21. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

***The Museum of New Zealand Te Papa Tongarewa (Te Papa)***

22. The Museum of New Zealand Te Papa Tongarewa, also known as Te Papa, was established by statute in 1992, replacing the former National Museum and National Art Gallery. Its purpose, as stated in the Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand the past, enrich the present and meet the challenges of the future".
23. The Museum of New Zealand Te Papa Tongarewa Act defines Te Papa's functions as to:
  - (a) collect works of art and items relating to history and the natural environment
  - (b) be an accessible national depository for collections of art and items relating to history and the natural environment



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- (c) develop, conserve and house securely the collections of art and items relating to history and the natural environment
  - (d) exhibit, or make available for exhibition by other public art galleries, museums, and allied organisations, such material from its collections as the Board determines
  - (e) conduct research into matters relating to the collections or associated areas of interest and to assist others in such research
  - (f) provide an education service in connection with its collections
  - (g) disseminate information relating to its collections, and to any other matters relating to the Museum and its functions
  - (h) co-operate with and assist other New Zealand museums in establishing a national service, and in providing appropriate support to other institutions and organisations holding objects or collections of national importance
  - (i) co-operate with other institutions and organisations having objectives similar to those of Te Papa
  - (j) make best use of the collections in the national interest
  - (k) design, construct and commission any building or structure required by the Museum.
24. In performing its functions Te Papa must:
- (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the
  - (b) contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society
  - (c) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European and other major traditions and cultural heritages and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity
  - (d) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

**Core Values**

25. Te Papa is guided by the following core values:
- (a) Kaitiakitanga as guardian of the nations collections;
  - (b) Manaakitanga in caring for our communities;
  - (c) Mātauranga through seeking and sharing knowledge and learning;
  - (d) Whanaungatanga in caring for each other; and
  - (e) Hiranga in aspiring to excellence.



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**Strategic Direction**

26. Te Papa's vision for the future is e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri oranga ana - changing lives. The Museum's role is to act as a forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.
27. At the heart of Te Papa's vision and long-term strategy are the philosophies of, Mana Taonga, Museology and Learning.

**Mana Taonga**

28. Mana Taonga encapsulates the relationship between people, taonga and narratives. It enables Te Papa to design and disseminate models of collaboration and co-creation that shares authority and control with iwi, whilst recognizing, embracing and representing the changing demographics of Aotearoa New Zealand.

**Museology**

29. Te Papa works in collaboration with communities and individuals to deliver experiences that are current, fast moving, impactful, meaningful and relevant nationally and globally.

**Learning**

30. Te Papa encourages experimentation that allows us to try new ideas and generate new knowledge, upon which we reflect and adapt our beliefs and actions, change behaviours and enhance our performance.
31. The aim is that all experiences in Te Papa engage and inspire people, and help them to learn how they can have a positive impact on Aotearoa New Zealand and the world.
32. In developing the vision and long-term strategy, Te Papa recognises that it is operating in a dynamic and diverse country. All Te Papa's activities are informed by an awareness of the value and significance of Tangata Whenua and all other peoples who have made Aotearoa New Zealand home.
33. The strategic priorities outlined below present the greatest opportunity for effecting change. They also identify how Te Papa itself will develop and change in order to achieve its vision.

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*Strategic priorities*

<b>Perspectives</b>	<b>Impact on the nation - strategic priorities</b>		
<i>To reflect New Zealand's identities, past, present, and future, both nationally and internationally, Te Papa will prioritise the following.</i>	<b>Accessing all areas</b> Te Papa will share its collections, skills and knowledge with the diverse communities across Aotearoa New Zealand and overseas.	<b>Being a forum for the future</b> As a cultural and intellectual leader, Te Papa will signpost pathways to the future by initiating, hosting and engaging in debates that explore a wide range of contemporary issues.	<b>Housing the treasures</b> Taonga (treasures), within the guardianship of Te Papa will be at the heart of the Museum's activities.
<i>To preserve taonga (treasures), and nurture exploration, curiosity and debate, Te Papa will prioritise the following.</i>	<b>Saving the planet</b> Te Papa will engage and excite by conducting leading edge research and by communicating and modelling environmentally responsible practices that are smart, accessible, and inspiring.	<b>Connecting with people</b> Te Papa will make learning an engaging and entertaining experience. Te Papa will set the highest possible standards for an integrated and welcoming experience.	<b>Sharing authority</b> Te Papa will share decision-making with iwi (tribes), communities, and individuals with respect to managing and understanding their taonga (treasures).
<b>Perspectives</b>	<b>Developing Te Papa - strategic priorities</b>		
<i>To invest, learn and empower, Te Papa will prioritise the following.</i>	<b>Going digital</b> Te Papa will use communication technologies to achieve its strategic priorities.	<b>Keeping fit</b> Te Papa will recognise that every experience is an opportunity for shared learning and that its future depends on the continuous development of its staff.	<b>Staying in touch</b> Te Papa will be aware that communication is two-way, and built on trust and transparency.
<i>To be a successful business, Te Papa will prioritise the following.</i>	<b>Getting down to business</b> Te Papa will be commercially successful, entrepreneurial by nature, and disciplined with its business processes.	<b>Telling our story</b> Te Papa will be a persuasive and inspiring advocate on its own behalf and that of the museum, gallery, and heritage sector.	<b>Building sustainable leadership</b> Te Papa will be proactive, flexible, and nimble in its systems, processes, and decision-making.

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Annexure B

New Zealand Historic Places Trust  
Pouhere Taonga



HP 39014-001

15 July 2013

Te Kauwhanganui Trustees  
33 Studholme Street  
PO Box 270  
Morningsville

Tena koutou katoa

**Letter of Intent in relation to the Deed of Settlement with the Crown, Te  
Kauwhanganui Trustees relationship with NZ Historic Places Trust**

The NZ Historic Places Trust (NZHPT) is pleased to offer this letter of intent as a foundation to further strengthen our relationship with Te Kauwhanganui Trustees to assist in the preservation and revitalisation of Te Kauwhanganui building and its collection. As you are aware we are currently working to assist the Trustees to implement a building maintenance programme to help ensure the preservation of the building and protection of the collection that is housed within. This has been part of a long term relationship that NZHPT has had providing specialised conservation advice and assistance for Te Kauwhanganui building and Rukumoana marae. Te Kauwhanganui building is recognised nationally on NZHPT register as a category 1 Historic Place.

In a wider role, the NZHPT is engaged with Ngāti Hauā representation through our regulatory processes (Historic Places Act 1993) and in particular recognition of cultural values within the archaeological authority process, the registration of sites, and general advocacy for the protection of heritage within the rohe.

We understand that Ngāti Hauā are shortly to sign the Deed of Settlement with the Crown. An aspect of the Deed of Settlement will be a commitment by the Crown to develop a constructive relationship to facilitate the care, management, and revitalisation of Ngāti Hauā taonga whether held by the Ngāti Hauā whānau and hapu or by crown parties. Whilst the NZHPT does not hold specific taonga of Ngāti Hauā, we are aware of the potential importance of information that we have on our records in respect to our regulatory processes and advisory work.

As was requested by and discussed with Ngāti Hauā representatives on 6<sup>th</sup> of March 2013 at the Office of Treaty Settlements, we agree that it is important to strengthen the relationship with Ngāti Hauā and in particular to the Trustees of Te Kauwhanganui to assist directly with conservation of the Kauwhanganui building at Rukumoana. The work plans that have been developed provide a useful outline of the relationship going

Antiprim House, 63 Boulcott Street, PO Box 2629, Wellington, New Zealand.  
Ph: 64 4 472 4341, Fax: 64 4 499 0669, E-Mail: [information@historic.org.nz](mailto:information@historic.org.nz)

*"Saving Our Past For Our Future"*

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forward, and we can, and in respect of at least the next two years will, assist as follows:

Short Term

Implementation of the building maintenance plan to attend to urgent remedial works to keep the building secure and safe, implement scheduled maintenance tasks, and identify additional assessment work for the monument, building water tightness, and potential re-strengthening requirements. This programme of work includes practical workshop training for kaitiaki in building maintenance, identifying the specialists for the building assessment work, and supporting the Trustees in seeking funding for this work. This programme of work is part of our current committed work plan for the 2012/13 financial year.

Medium Term

Continue support for implementation of the building maintenance plan. Assist with the review of the conservation plan for the Te Kauwhanganui building and assist the Trustees to assess and plan for the longer term training needs, resource support, and succession for kaitiaki. This programme of work is part of the committed work plan for the 2013/14 year.

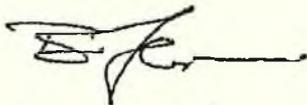
Long Term

Continued assistance and advice to Te Kauwhanganui Trustees to support and develop kaitiaki roles in relation to Te Kauwhanganui building. Also additional advice as required for development of archive within the Te Kauwhanganui building or an additional facility that might be developed to support the collection preservation, research and educational aspirations of the Trustees.

The level of support is subject to resourcing limitations and is generally provided through staff time and expense costs. Currently this specialist conservation programme is delivered through Te Tira, Maori Heritage Team of the NZHPT.

We look forward to working with you and would welcome an opportunity to meet following the signing of the Ngati Haua deed of settlement to discuss the relationship and the work programmes moving forward.

Naku noa, na



Bruce Chapman  
Chief Executive

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Annexure C

 **ALEXANDER TURNBULL LIBRARY**  
NATIONAL LIBRARY OF NEW ZEALAND  
Te Puna Mātauranga o Aotearoa



Maintenance Plan  
Te Kauwhanganui Manuscript Collection

Reviewed 2012  *Tiri Van Wilsem Vos / Vicki-Anne Heikell*  
Reviewed 2013  .....  
Reviewed 2014  .....  
Reviewed 2015  .....  
Reviewed 2016  .....  
Reviewed 2017  .....  
Prepared by Vicki-Anne Heikell  
National Preservation Office Te Tari Tohu Taonga

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**Maintenance Plan - Te Kauwhanganui Manuscript Collection 2012-2017**

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**CONTACTS LIST**

Contact	Address	Phone	Email
<b>Trustees</b>			
<b>Barb Moke</b>	Trustee	027 2784113	<a href="mailto:mokeb@tpk.govt.nz">mokeb@tpk.govt.nz</a>
<b>Anaru Thompson</b>			<a href="mailto:anaruhine@xtra.co.nz">anaruhine@xtra.co.nz</a>
<b>Hinureina Mangan</b>	Trustee	021 0498496	<a href="mailto:Hinureina.mangan@twor-otaki.ac.nz">Hinureina.mangan@twor-otaki.ac.nz</a>
<b>Kaumatua</b>			
Kaitiaki/Kaimahi			
<b>Tiri Van Wilsem Vos</b>	39a Young Street, Morrinsville		<a href="mailto:tuatikauhanganui@gmail.com">tuatikauhanganui@gmail.com</a>
<b>Kay Patena</b>			
<b>Fire and Alarm</b>			
Select Alarms			
Spot-On			
<b>Brian Watters</b> Chief Fire Officer	Morrinsville Volunteer Fire Brigade 91 Anderson St Morrinsville	07 889 6800	
<b>Robert Barlow</b> , Deputy Chief Fire Officer			
<b>Lana Ngawhika</b>	Pou Takawaenga Māori, NZ Fire Service - Bay Waikato/Eastern	07 349 4765	<a href="http://www.fire.org.nz/Fire-Safety/Fire-Safety-Advice/Pages/Marae-fire-safety.aspx">www.fire.org.nz/Fire-Safety/Fire-Safety-Advice/Pages/Marae-fire-safety.aspx</a>
<b>Tradespeople</b>			
Electrician			
Plumber			
Builder			
<b>Conservation</b>			
<b>Contacts</b>			
Conservation Supplies Ltd	P.O. Box 8839 Havelock North 4157	06 211 3991 fax 06 877 8279	<a href="http://www.conservationsupplies.co.nz">www.conservationsupplies.co.nz</a> <a href="mailto:info@conservationsupplies.co.nz">info@conservationsupplies.co.nz</a>
Port Nicholson Packaging	PO Box 38-133 Wellington Mail Centre	04 568-5018	<a href="http://www.pnp.co.nz/">http://www.pnp.co.nz/</a> <a href="mailto:sales@pnp.co.nz">sales@pnp.co.nz</a>
<b>Joy Culy</b> Triptych Conservation	<b>PO Box 16133</b> <b>Wellington 6242</b>	<b>04 970 0228</b>	<a href="http://www.triptychconservation.co.nz/">www.triptychconservation.co.nz/</a> <a href="mailto:info@triptychconservation.co.nz">info@triptychconservation.co.nz</a>
Dean Whiting			
Vicki-Anne Heikell	NZ Historic Places Trust Field Conservator PO Box 12349 Wellington 6144	027 2442120 021 2679911	<a href="mailto:dwhiting@historic.org.nz">dwhiting@historic.org.nz</a> <a href="mailto:vicki-anne.heikell@dia.govt.nz">vicki-anne.heikell@dia.govt.nz</a>

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**Contact list updated**

2012: Vicki-Anne Heikell	Date: July 11-12, 2012
2013: .....	Date: .....
2014: .....	Date: .....
2015: .....	Date: .....
2016: .....	Date: .....
2017: .....	Date: .....

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## Executive Summary

This Maintenance Plan has been prepared for the Trustees of Te Kauwhanganui to assist in the preservation of the manuscript collection.

This Maintenance Plan should be read in conjunction with the: *Cyclical Maintenance Plan - Te Kauwhanganui Building, Rukumoana, prepared by Dean Whiting, Māori New Zealand Historic Places Trust/Pouhere Taonga.*

The Maintenance Plan builds on previous reports:

- *Te Kauwhanganui Conservation Plan 2006-2011*, Tharron Bloomfield, National Preservation Office
- *Conservation and Maintenance Plan Kauwhanganui Parliament Building for Rukumoana Marae (June 2004)* by Laura and Warwick Kellaway; Architect and Heritage Consultants.

The Maintenance Plan includes:

- Five recommendations for preservation of the manuscript collection
- Templates to assist in identifying issues putting the collections and building at risk
- Regular schedule of activities including phased improvements in the storage of the manuscript collections

### ***Condition of the Manuscript Collection***

The manuscript collection is considered in stable condition. All manuscripts are stored in secure cabinets in two rooms. Access to and handling of the manuscripts is restricted and an inventory of the collection has identified priority manuscripts in fragile condition.

Five recommendations have been identified to improve the long-term preservation of the collections.

### ***Recommendations for the Manuscript Collection:***

1. Cataloguing of the collection
2. Implementing a monitoring programme for the collection
3. Phased conservation rehousing of the collection
4. Training for the Kaitiaki
5. Formal endorsement of the Maintenance Plan

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## Preservation Recommendations for Ngā Taonga Tuhinga

The manuscript collection is in stable condition with damages typical of collections of similar age and use. These include: corner and edge wear and loss to edges of the paper, tears, creases and fold-lines, fading of some of the inks. Some rust staining and foxing/mould staining is present on some of the papers.

According to a previous report the manuscript collection comprises over 20,000 individual pages and approximately 80% require conservation treatment.<sup>1</sup> However a preservation approach of routine maintenance and monitoring, addressing the storage and minimising the handling will reduce the need for individual item conservation treatment.

Preservation improvements already undertaken by the Te Kauwhanganui include:

- Manuscripts removed from metal trunks where they were previously housed. The metal trunks have been retained.
- All boxed manuscripts have been placed in purpose-built MDF wood veneer laminate in two rooms: in the *Whakairo Room* also known as the *King's Waiting Room*; and the *Record Room*. The shelving was installed circa 2005. The shelving appears to be unsealed<sup>2</sup>
- Majority of manuscripts have been interleaved with acid-free tissue and where possible unfolded to be flat in boxes
- Manuscripts have been placed in boxes and or folders. While these are not archival boxes they provide some protection and buffering from the external environment
- An inventory of all the manuscripts have been catalogued with a unique number and information on date of the item and condition
- Arrangement and Description training for Kaitiaki, Tiri Van Wilsem Vos and Kay Patena.

The recommendations below will improve the long-term preservation of the collection.

### ***Recommendation 1: Cataloguing of the collection***

1. Photocopy or scan the current inventory and store at an off-site location
2. Transfer information from the inventory to an Excel spreadsheet
3. Developing and enhancing the inventory record to a Excel spreadsheet
4. Identify conservation condition priorities as part of enhanced catalogue record

### ***Recommendation 2: Implementing a monitoring programme for the collection***

1. Training, testing and implementing the monitoring of the maintenance plan
2. Implement the six weekly, quarterly and annual cleaning plan and retain monitoring forms for planning purposes

### ***Recommendation 3: Phased conservation rehousing of the collection***

1. Undertake phased rehousing of the collection to conservation quality folders and boxes
2. Modifying the shelving for to accommodate conservation quality boxes

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<sup>1</sup> P9 Te Kauwhanganui Conservation Plan 2006-2011

<sup>2</sup> Te Kauwhanganui Maintenance Plan v.1 2011

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***Recommendation 4: Training for the Kaitiaki***

1. NPO to carry out three workshops with Kaitiaki over an 18-month period in Monitoring, Phased Rehousing and Disaster Preparedness Planning
2. Undertake Disaster Preparedness Planning

***Recommendation 5: Formal endorsement of the Maintenance Plan***

1. That The Trustees of Te Kauwhanganui formally endorse the Maintenance Plan(s)

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
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## Implementing the Plan: Mahinga Tumu

### *Recommendation 1: Cataloguing of the collection*

1. Photocopy or scan the current inventory and store at an off-site location
2. Transfer information from the inventory to an Excel spreadsheet
3. Develop and enhance the inventory record to a Excel spreadsheet
4. Identify conservation condition priorities as part of enhanced record

### *Why Catalogue the Collection?*

The current inventory is a working tool of the kaitiaki. It is critical to the preservation of ngā taonga tuhinga because:

- It provides a record of the current location and condition of every manuscript in the collection
- It minimises unnecessary handling of the collection
- It provides information that will help in long-term preservation planning; for example, rehousing priorities, conservation treatment priorities.

Currently the inventory is in handwritten hardback exercise books and stored on-location in the Te Kauhanganui building. It is important an additional copy is kept off-site to ensure that in the event of an incident in or around the building that information about the collection of manuscripts can be quickly accessed.

It is recommended that the information in the exercise books be transferred to an Excel spreadsheet. The same columns can be used in the spreadsheet as in the exercise book and other can be added as required. For example, an Excel spreadsheet will allow the development of the record including notes on the condition of the items and photographic images.

The advantage of an Excel spreadsheet is that it is relatively easy to add to and most database systems are compatible with it so longer term this information should be able to be migrated to a database system.

The cataloguing of the collection will assist in medium to long term planning for storage of the manuscript collection by giving a more accurate description of the collection.

### *Tasks for Kaitiaki*

- Photocopy or scan the handwritten inventory to be kept off-site
  - Completed: .....
- Transfer information from exercise books to an Excel spreadsheet
  - Started: **July 10, 2012**
  - Completed: .....
- Developing and enhancing the catalogue record to a Excel spreadsheet
  - Started: .....
  - Completed: .....

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- Identify conservation condition priorities as part of enhanced catalogue record and rehousing of the collection
  - Started: .....
  - Completed: .....

***Resources required for Kaitiaki to carry out tasks***

- Access to a photocopier/scanner<sup>3</sup>
- Access to a PC with software and email
- Access to a printer and memory sticks
- Digital camera

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<sup>3</sup> 18 October 2012 - meeting with Tiri and Anaru to work at The Trust Board/Hauora Offices with access to computer and photocopier to continuing the transfer of work to an excel spreadsheet

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
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## Scheduling the Work & Resources - Te Whakatakoto te Kaupapa

### *Recommendation 2: Implementing a monitoring programme for the collection*

1. Training, testing and implementing the monitoring of the maintenance plan
2. Implement the six weekly, quarterly and annual cleaning plan and retain monitoring forms for planning purposes

### *Why implement a monitoring programme for the collection?*

Implementing a monitoring programme helps the Trustees and Kaitiaki to build a picture of the ongoing needs of the collection. Becoming familiar with the collections by regular monitoring helps ensure that issues are identified early before they become potentially major issues. The monitoring programme identifies those resources that will be needed and can be planned for in advance.

### *Monitoring Forms*

A key element of the Maintenance plan is the regular schedule of activity outlined in: six-weekly, quarterly (12 weekly), annual (12 monthly) monitoring and inspection. Part of the schedule of activities will be phased improvements in the storage of the collections.

The 2012 Maintenance plan includes draft templates and suggested schedule of activities. These will be reviewed, modified and refined following the first NPO workshop with the Kaitiaki. At that workshop the monitoring forms will be "tested" to see how it might work best.

The success of any Maintenance Plan is that schedule of activities is carried out.

### *Tasks for Kaitiaki*

- Following training implement the six weekly, quarterly and annual cleaning plan
  - Started : July 2012
- Record and retain the monitoring forms in a central location
  - Location: .....
- Compile the monitoring reports to provide a summary to coincide with a Trustees meeting
  - Started: .....
- Compile an annual report for the Trustees to coincide with budget planning meeting to identify and schedule tasks and resourcing required
  - For example: phased rehousing - xx folders at xx cost, sealing MDF shelving

### **Pest control**

As part of the monitoring programme consideration should be given to a commercial pest control company providing some pest monitoring/control.

The most successful pest control programmes are those that include routine schedule of monitoring and cleaning including a

- permethrin-based insecticide for the perimeter of the building to reduce insects attracted to the building
- rodent bait monitoring programme

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***Tasks for Kaitiaki***

- Approach a pest control company and obtain information and quotes for insect control and rodent monitoring programmes
  - Started : .....
  - Completed: .....

***Resources required for Kaitiaki to carry out tasks***

Immediate resources to "test" Monitoring forms and process in 2012

- Access to a photocopier/scanner
- Access to a PC with software and email
- Access to a printer and memory sticks
- HEPA filtered vacuum cleaner
- Microfibre cloths
- Rubbish bags
- Ringbinder, plastic file pockets, pencils

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**Recommendation 3: Phased conservation rehousing of the collection**

1. Undertake phased rehousing of the collection to conservation quality folders and boxes
2. Modifying the shelving for to accommodate conservation quality boxes

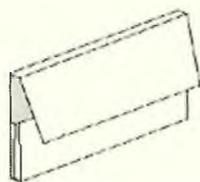
**Why phased conservation rehousing of the collection?**

All the manuscripts have been stored in a box or folder in two of the rooms of the Te Kauhanganui building. These boxes and folders are providing some protection and buffering from the external environment. However the current boxes and folders are manufactured from wood-pulp which is inherently acidic. The acid content of the enclosures will contribute to the deterioration of the manuscript collection. These should be upgraded to conservation quality enclosures to enhance the long-term preservation of the manuscripts.

The shelving will require reconfiguration to accommodate the conservation quality boxes. The rehousing of the collection may allow more storage capacity. At the point of reconfiguration of the shelving the MDF shelving will require sealing with a water-based polyurethane.<sup>4</sup>

It is recommended the rehousing of the collections be into:

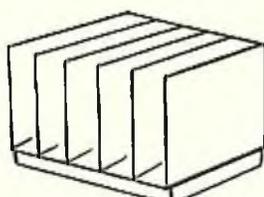
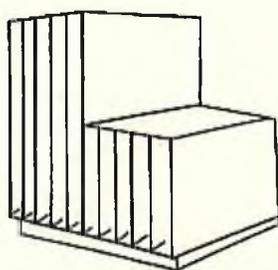
- Document wallet folders
- London boxes
- Slot storage for framed works



**Document Wallet Folder**



**London Box**



**Slot storage system. Partitions at least the height of 'tallest' work. Storage should include a base to ensure works not directly on the floor.**

Detailed planning for rehousing and slot storage will be informed by the cataloguing process and monitoring tasks.

<sup>4</sup> See Te Kauhanganui Maintenance Plan v.1 2011 for more information

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***Recommendation 4: Training for the Kaitiaki***

1. NPO to carry out three workshops with Kaitiaki over an 18-month period in Monitoring, Phased Rehousing and Disaster Preparedness Planning
2. Undertake Disaster Preparedness Planning with Kaitiaki

***Why training for the Kaitiaki?***

For the Maintenance Plan to succeed it is important that the Kaitiaki are supported with training to carry out the work. Their role is central to the long-term preservation of the manuscript collection.

The training will reinforce the elements of the Maintenance Plan and the roles and responsibilities of the Kaitiaki. Each workshop will be an opportunity to test, refine and develop the Maintenance plan so that it is a useful working tool for both the Kaitiaki and The Trustees of Te Kauwhanganui.

The NPO has proposed three workshops with Kaitiaki

**NPO Workshop 1: May-June 2012**

- Provide an overview of the Maintenance Plan with Kay and Tiri
- To 'test' the check-sheets and templates and refine
- To outline the requirements for the Disaster Preparedness Plan with information to be completed by Kay and Tiri before Workshop 2

**NPO Workshop 2: December 2012- January 2013**

- Six months following NPO Workshop 1 a follow-up to discuss the practical aspects of the Maintenance Plan
- Demonstrate conservation rehousing
- Training in condition reporting
- Assemble the Disaster Preparedness Plan completed by Kay and Tiri

**NPO Workshop 3: May-June 2013**

- Six months following Workshop 2 a debrief of the Maintenance schedule and plan
- Completion and review of the Disaster Preparedness and Salvage Manual - including Salvage Guidelines
- Possible disaster salvage exercise

**Other training and professional development**

Additional training by other providers would develop the expertise of the Kaitiaki. Below are two examples of types of training that might be useful and serve here as a guide for budgeting and resourcing purposes.

- Triptych Conservation training in Disaster Salvage Preparedness  
<http://www.triptychconservation.co.nz>
- Community Archives Training: Introductory and Intermediate Courses.  
<http://archives.govt.nz/services/community/archives-training-course>

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**Professional Memberships**

It is suggested that Kaitiaki are supported to become members of professional organisations that will provide support and networking opportunities, in particular

- Te Rōpū Whakahau: An organisation of Māori librarians and information specialists.  
<http://www.trw.org.nz/> Membership (\$50).

**Making it happen - He pukumahi te mahi**

**Recommendation 5: Formal Endorsement of the Plan**

2. That The Trustees of Te Kauwhanganui formally endorse the Maintenance Plans

**Why formal endorsement of the Maintenance Plan?**

To succeed the Maintenance Plan requires the formal endorsement of The Trustees. Endorsement assumes support of the Kaitiaki to undertake the work.

It requires The Trustees to formally delegate responsibilities to identified Kaitiaki to carry out the tasks and to provide a pūtea to do those tasks

**Annual Review**

To succeed the Maintenance Plan needs to reviewed and updated annually by the Kaitiaki and issues presented to the Trustees for discussion at the Annual General Meeting. The reporting should include an outline of the upcoming schedule of activities including pūtea and resources required.

**Resources**

Identifying and scheduling the activities to maintain the building and the collections will assist The Trustees to plan expenditure and seek external funding opportunities.

**Regular Training**

The Trustees support of Kaitiaki to have regular training builds capacity within Ngāti Haua. This is important in the long-term aspirations for the use and development of the collection and the building.

**Other issues**

There are other issues not in addressed in the Maintenance Plan that have an impact on the preservation of the manuscript collection and have been flagged here as requiring development:

- Policy issues set out in the earlier report *Conservation Plan 2006-2011*. The Kaitiaki and The Trustees could develop the policies as the Maintenance and Disaster Preparedness Plans are being implemented
- Longer term space requirements for collections that may be brought into the Te Kauwhanganui

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**Appendix I: Monitoring Forms**

These will be trialled at the first workshop and refined

- Six Weekly Monitoring Form
- Quarterly Monitoring Form
- Annual Monitoring Form







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## Appendix II: Equipment and Supplies

These are indicative costs only to help with budget planning. Obtaining quotes for more accurate costing is recommended.

Developing the Cleaning Toolkit for the Kaitiaki

Cleaning	Quantity	Approximate Cost
Latex gloves (box 100)	1 x box	30.00
Microfibre cloths		20.00
HEPA filtered Vacuum Cleaner	1	600.00
<b>Collection checking and rehousing</b>		
Cotton gloves (1 dozen)	1	25.00
Trolley (two tier)	1	500.00
Tweezers	2	60.00
Soft brushes (for cleaning)	2	60.00
Tool box for tools	1	30.00
Bone folders	2	25.00
Stanley knives	2	15.00
Steel ruler (500mm)	1	25.00
Steel ruler (300mm)	2	10.00
Cutting mat (A1 - 900 x 600)	1	40.00
Set squares	2	10.00
Magnifying glass	1	20.00
Pillows for resting bound volumes	2	110.00
2B pencils		
<b>Conservation Materials</b>		
Polyethylene bags (range of sizes in packs of 250)		25.00
Wallet folders (@ \$2.00)	50	100.00
London Boxes (@16.00)	15	240.00
Flat cotton tape(10mm x 100M roll)	1	30.00
Datalogger (RH/Temp)	1	220.00
<b>Disaster Preparedness</b>		
DALEKS (small)	1	1300
		<b>\$3495.00</b>

**Trolleys** - at least a two tier trolley required to safely place and move collections from the cabinets. An example of the type of trolley from two different companies is listed below.

1. Office Products Online [www.officeproductsonline.co.nz](http://www.officeproductsonline.co.nz)
  - a. Shelf Trolley : OPTR LD118-2 (Standard)
  - b. Shelf Trolley : OPTR LD128-2 (Large)
2. Rex Industrial Equipment <http://rexproducts.co.nz>
  - a. Modular Kitset Table Trolley System (MTST1000A)

**HEPA-filtered** vacuum cleaner and HEPA filters - most stockists of Vacuum cleaners should be able to provide information on the range of HEPA filtered cleaners. An example of a mid-range HEPA-filtered vacuum cleaner.

[http://www.godfreys.co.nz/vacuum\\_cleaner\\_information.php?cat=4&is\\_subcat=0&id=162&page=1](http://www.godfreys.co.nz/vacuum_cleaner_information.php?cat=4&is_subcat=0&id=162&page=1)

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**USB Temperature/Humidity Datalogger with LCD:** measures and logs the temperature and relative humidity and stores in an internal memory for later download to a PC

1. Jaycar <http://www.jaycar.co.nz/>
  - a. USB Temperature/Humidity Datalogger *CAT. NO. QP6014*
2. The Metshop [www.themetshop.co.nz](http://www.themetshop.co.nz)
  - a. KLIMA Temperature/Humidity Logger

**Hardware Stores & Stationary Suppliers**

1. Microfibre cloths
2. Latex gloves
3. Stanley Knives
4. Toolbox or Fishing Tackle box or similar
5. Cutting mats
6. Steel rulers: 300mm, 600mm or 1000mm
7. Magnifying glass
8. Crystal clear bags (Polyethylene only)

**Conservation quality products**

*Conservation Supplies Ltd* - [www.conservationsupplies.co.nz](http://www.conservationsupplies.co.nz)

1. Bone Folders
2. Conservation gloves
3. Flat Cotton tape
4. Tweezers
5. Boxes & folders

*Triptych Conservation Ltd* - [www.triptychconservation.co.nz](http://www.triptychconservation.co.nz)

1. DALEKS - supplies for disaster salvage  
<http://www.triptychconservation.co.nz/index.asp?pgid=10>
2. Pillows
3. Boxes and folders
4. Cotton tapes
5. Disaster Preparedness training

*Port Nicholson Packaging* - [www.pnp.co.nz](http://www.pnp.co.nz)

Port Nicholson has a programme to assist smaller institutions to access archival boxes and folders at a more acceptable cost. ProjectTAG - this system involves Port Nicholson Packaging notifying by email all members of ProjectTAG whenever a significant production of archival enclosures has been scheduled. The members of Project TAG are given the opportunity to "TAG" their requirements to a large order and enjoy the same pricing.

1. London boxes
2. Four flap wallet folders

**Recommendation:** Join the Project TAG email distribution list by emailing [Michael@pnp.co.nz](mailto:Michael@pnp.co.nz)

*Packaging House* - [www.packaginghouse.co.nz](http://www.packaginghouse.co.nz)

Polyethylene Bags sold as *Harveys Superseal reclosable bag(s)*

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**Appendix III: Six-weekly Electrical Safety Checklist**

This has been adapted from the Electrical Safety Checklist available at [www.energysafety.govt.nz](http://www.energysafety.govt.nz)

**Sockets and switches**

- No broken plugs, sockets, light switches or light fittings
- Multi-boxes are working properly

**Cords**

- All electrical cords in good condition - no cracking or fraying, no internal wires exposed
- All electric cords clear of furniture
- All extension cords used for temporary purposes only
- All cords out of way so cannot be tripped over, damaged by furniture

**Lighting**

- Do you have correct bulbs in light fittings and lamps

**Portable Electric Heaters**

- All heaters at least one metre from things that can burn - "heater metre rule"
- Heater in good working order with no broken parts, funny noises or smells
- Have you recently maintained and cleaned the heater
- Is the heater unplugged when not in use

**Computers**

- PC or laptops are plugged into surge protector junction boxes
- All plugs removed from the wall socket when not in use

**Smoke alarms**

- Have the smoke alarms been tested

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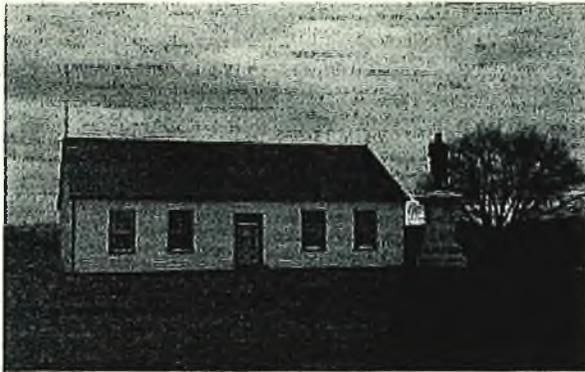
Appendix D

Building Maintenance Plan



New Zealand  
Historic Places Trust *Pouhere Taonga*

Building Maintenance Plan



Te Kauwhanganui Building and Monument  
Rukumoana

510 Morrinsville-Walton Rd Morrinsville 3371

- Reviewed 2013  .....
- Reviewed 2014  .....
- Reviewed 2015  .....
- Reviewed 2016  .....
- Reviewed 2017  .....

Prepared by Dean Whiting and Ellen Andersen  
NZ Historic Places Trust / Pouhere Taonga  
7 February 2013

*Kel*

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### Contact List

Contact	Address	Phone	Email	Role
<b>Trustees</b>				
<b>Barb Moke</b>		027 2784113	<a href="mailto:mokeb@tpk.govt.nz">mokeb@tpk.govt.nz</a>	
<b>Anaru Thompson</b>				
<b>Kaumatua</b>				
<b>Kaitiaki/Kaimahi</b>				
<b>Tiri Van Wilsem Vos</b>	39a Young Street, Morrinsville			
<b>Fire and Alarm</b>				
<b>Select Alarms</b>				services
<b>Spot-On</b>				services
<b>Brian Watters</b> Chief Fire Officer	Morrinsville Volunteer Fire Brigade	07 889 6800		advice
<b>Robert Barlow,</b> Deputy Chief Fire Officer	91 Anderson St Morrinsville			
<b>Lana Ngawhika</b>	Pou Takawaenga Māori, NZ Fire Service – Bay Waikato/Ea stern	07 349 4765	<a href="http://www.fire.org.nz/Fire-Safety/Fire-Safety-Advice/Pages/Marae-fire-safety.aspx">www.fire.org.nz/Fire-Safety/Fire-Safety-Advice/Pages/Marae-fire-safety.aspx</a>	advice
<b>Tradespeople</b>				
<b>Electrician</b>				services
<b>Plumber</b>				services
<b>Bulder</b>				services
<b>Heritage Specialists</b>				
<b>Dean Whiting</b>	NZ Historic Places Trust	027 2442120	<a href="mailto:dwhiting@historical.org.nz">dwhiting@historical.org.nz</a>	advice
<b>Vicki-Anne Heikell</b>	Conservator PO Box 12349, Wellington	021 2679911	<a href="mailto:vicki-anne.heikell@dia.govt.nz">vicki-anne.heikell@dia.govt.nz</a>	advice
	New Zealand Master Monumental Masons Association	04 239 9665	<a href="http://www.headstones.org.nz/index.html">http://www.headstones.org.nz/index.html</a>	advice

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## Overview

This cyclical maintenance plan has been prepared for the Trustees of Te Kauwhanganui to assist in the preservation of the building. The plan is divided into sections to guide the work through the cyclical maintenance schedule, assess the work needed through the inspection reports and remedial works reports section, and store important supporting material such as plans and specifications, servicing contracts. This plan builds on the maintenance advice provided within the conservation plan prepared by Laura and Warwick Kellaway in 2004 and should be referred to help guide any remedial work that might impact on the heritage fabric of the building.<sup>1</sup> This current plan should also be read in conjunction with the collection maintenance plan prepared by Vickie- Anne Heikell, National Preservation Office.

The condition of the building is generally sound. There are conditional issues with paint surfaces, guttering and subfloor ventilation but the major concerns with the bird infestation in the ceiling and also the leakage issues around the flag pole on the eastern end of the building. The commissioned status of the fire sprinkler system and alarms are noted but have been addressed through the collection maintenance plan.

This plan is intended as an initial discussion document that should be refined through further training workshops to shape the plan in a way that will work for kaitiaki and the Te Kauwhanganui administration.

Te Kauwhanganui building is registered with the NZ Historic Places Trust (NZHPT) as a Category 1 Historic Place #4155. Any significant works or alterations to the building and site should be discussed with the NZHPT.

Any ground work such as re-piling and trenching is likely to be subject to an archaeological authority from the NZHPT. Seek advice from the regional archaeologist from the NZHPT Tauranga office.

## Heritage Maintenance Practice

To assist the preservation of Te Kauwhanganui some key principles and practices should be incorporated into building maintenance programmes:

1. Normal building maintenance requires the repair of structures, particularly exterior claddings and materials, to ensure that the building can continue to be functional and weather proof. It is important that when a building is repaired, appropriate materials and techniques are used that are compatible with the original building to maintain the aesthetic and architectural integrity of the building.
2. All works carried out should be minimum necessary is carried out to achieve the desired result.
3. The patina of age that is evident in some finishes should be carefully preserved. Cleaning methods should be sufficiently gentle so that the surface of these materials is maintained. This approach would apply to interior varnished surfaces and metal hardware.

<sup>1</sup> Kellaway, L. (2004) Conservation and Maintenance Plan Kauwhanganui Parliament Building for Rukumoana Marae.

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4. Appropriate conservation specialist advice and assistance is sought to inform discussions and help guide significant remedial works on the building projects.
5. The Building Act, Health and Safety in Employment Act, Historic Places Act, and local council policies and bylaws should be followed where relevant.
6. A cyclic maintenance plan is implemented for the building to ensure preservation over time.
7. Preventive planning around disaster events should also be considered.
8. All work is recorded and archived appropriately to enable the retention of matauranga related to the creation, construction, and repair of the building. This record can also help as a reference point for assessing damage or deterioration and also help guide repair and restorative work in the future.

The conservation plan provides more detailed information on these practices in part four, p53. You can also find a more current heritage conservation practice information within the New Zealand ICOMOS Charter, a charter used to guide the repair and conservation of heritage buildings in New Zealand. See [www.icomos.org.nz](http://www.icomos.org.nz)

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## Implementing the Building Maintenance Plan

Maintenance is the routine work which is done to care for a building. It is not the large scale works needed to rectify structural problems or repair significant damage but the work that is resourced and planned in advance.

This plan provides templates and guides to assist this work. Generally maintenance plans follow a cyclical process as follows:

1. Regular inspections of the building to identify problems against a maintenance schedule. Additional assessment may be required from trades people, specialists, and conservation professionals for major project works or responses to damage to the building.
2. Estimating time and costs. This is important for building administrators who may need to secure additional funding for major projects, know when the building would need to be closed for work, and ensure that resources are available to support the maintenance plan. Annual budgets and projected three yearly forecasts should give enough time to plan for major expenditures but also understand annual budget requirements.
3. Implementing a work programme. Clear roles and responsibilities are the key to implementing a plan effectively over time. Building administrators should define roles clearly and appoint people with appropriate delegations to implement the programme. Generally for the annual inspection work, scheduled maintenance tasks, and the follow up remedial work required it is recommended that this is supervise by a person with building expertise in heritage. This will ensure that quality advice and service is provided and all aspects of the maintenance plan and conservation plan are followed. The NZHPT can provide assistance to advise and train potential person or group considered for this role.
4. Report progress and resource requirements to governance administration.
5. Review the plan. roles, responsibilities, and resourcing on a regular basis. It is important that the plan is regularly reviewed and improved.
6. Documenting work carried out, archiving plans and materials used, maintaining a list of suppliers and service providers, building maintenance contracts. It is important that all building related paperwork and specifications are kept.

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## Cyclical Maintenance Schedule

1	<b>ROOFING</b>	<b>Frequency</b>
1.1	<p><b>Corrugated galvanised iron cladding and flashings</b> Inspect for lifting sheets, loose or missing nails, broken paint surface, corrosion, lichen or moss growth.</p>	Annually
1.2	<p>Clean surfaces with roof wash if required and seal and repair damage.</p> <p>Clean down and repaint by the end of the year 2016.</p>	Annually  8 yearly
1.3	<p><b>Eaves, soffits and barge boards</b> Inspect for damage and weather tightness, weathered paint surfaces. Re touch paint and repair if damaged.</p>	Annually
1.4	<p>Clean down and repaint as for building exterior 2016.</p>	8 yearly
1.5	<p><b>Roof Structure (accessed from interior)</b> Inspect for damage, weather tightness, vermin, decay and insect infestation. Check building paper seal, services in ceiling, and general integrity of structure.</p>	Annually
1.6	<p><b>Gutters and down pipes</b> Inspect and clean out debris.</p>	6 Monthly
1.7	<p>Clean down and repaint, replace damaged. (2016)</p>	8 yearly
<b>2</b>	<b>FLOOR STRUCTURE</b>	
2.1	<p>Inspect for signs of dampness, fungal decay and insect infestation, slumping of piles, and integrity of structural connections.</p>	Annually
<b>3</b>	<b>EXTERIOR WALLS</b>	
3.1	<p><b>Weatherboard</b> Inspect for damage, weather tightness around joints and scribes, decay and insect infestation.</p>	Annually
3.2	<p>Soft wash, apply sealants to cracks and retouch paint.</p>	Annually
3.3	<p>Repaint</p>	8 Yearly

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4	<b>INTERIOR</b>	
4.1	<b>Varnished timber ceiling, walls, detailing, and fixed joinery</b> Inspect for damage, leaks, mould, decay and insect infestation.	Annually
4.2	Vacuum to remove dust and cobwebs if required.	Annually
4.3	Clean down, in-paint with varnish according to condition - approximately every 16 years.	As required
4.4	<b>Varnished timber floor surfaces</b> Inspect for damage, decay, insect infestation, loose boards and surface wear.  Clean with a damp mop only where necessary. Vacuum as required  Clean down and recoat	Annually  quarterly  16 years
5	<b>WINDOWS</b>	
5.1	<b>Window frames, sills, sashes, and facings</b> Inspect for damage, decay, insect infestation, weather tightness of flashings, and for fitting within frame.	Annually
5.2	Soft wash, apply sealants to cracks and retouch paint.	Annually
5.3	Repaint	8 Yearly
5.4	<b>Glazing and Putty Seal</b> Inspect for damage to glazing, weather tightness of putty seal.	Annually
5.5	Re-putty when deteriorated, prime rebates. Repaint putty so it overlaps onto the glass by 2 mm.	4 yearly
5.6	<b>Window Hardware</b> Inspect metal hardware for damage, corrosion and wear. Check sash cord for wear.	Annually
5.7	Clean and oil mechanisms, protect with microcrystalline wax where required.	Annually

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<b>6</b>	<b>DOORS</b>	
6.1	<b>Door frames, sills, and facings</b> Inspect for damage, decay, insect infestation, weather tightness of flashings, and for fitting within frame.	Annually
6.2	Soft wash, apply sealants to cracks and retouch paint.	8 yearly
6.3	<b>Door Hardware</b> Inspect hinges, locks and other metal hardware for damage, corrosion, and wear.	Annually
6.4	Clean and oil mechanisms, protect with microcrystalline wax where required.	Annually
<b>7</b>	<b>ELECTRICAL AND FIRE PROTECTION</b>	
7.1	<b>Electrical Fittings</b> Inspected by registered electrician	8 yearly
7.2	<b>Fire Extinguishers</b> Checked by service provider according to instructions and warranty	Annually
7.3	<b>Fire Sprinkler Systems</b> Start generator and test system	Monthly
7.4	System Compliance	Annually
<b>8</b>	<b>PLUMBING AND DRAINAGE</b>	
8.1	<b>Drains</b> Inspect by registered drain layer, checking gully traps, soakage systems for blockages, and plumbing in the ablution building.	As required or 5 yearly
<b>9</b>	<b>MAHUTA MONUMENT</b>	
9.1	<b>Concrete Foundation Base</b> Inspect for damage to concrete foundation, slumping, cracks and salts movement.	Annually
9.2	Clean moss and lichen from surfaces with low pressure water.	Annually
9.3	<b>Marble Sections</b> Inspect for damage to marble, cracks, movement, staining to surface, weathering, and condition of lead lettering.	Annually

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

9.4	Clean moss and lichen from surfaces with water and non-ionic detergent.	Annually
9.5	<b>Bronze Statue</b> Inspect for damage to bronze, movement, staining to surface, weathering, and for corrosion.	Annually
9.6	Clean surfaces with water and non-ionic detergent. Reapply surface protection if required.	Annually

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

**Calendar of Scheduled Maintenance**

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

## Current Building Remedial Works

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

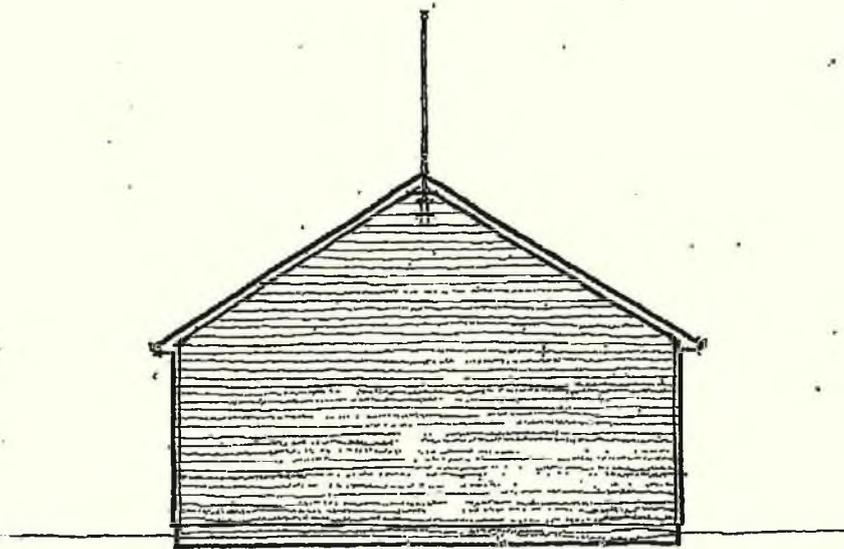
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3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

## Plans and Specifications

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

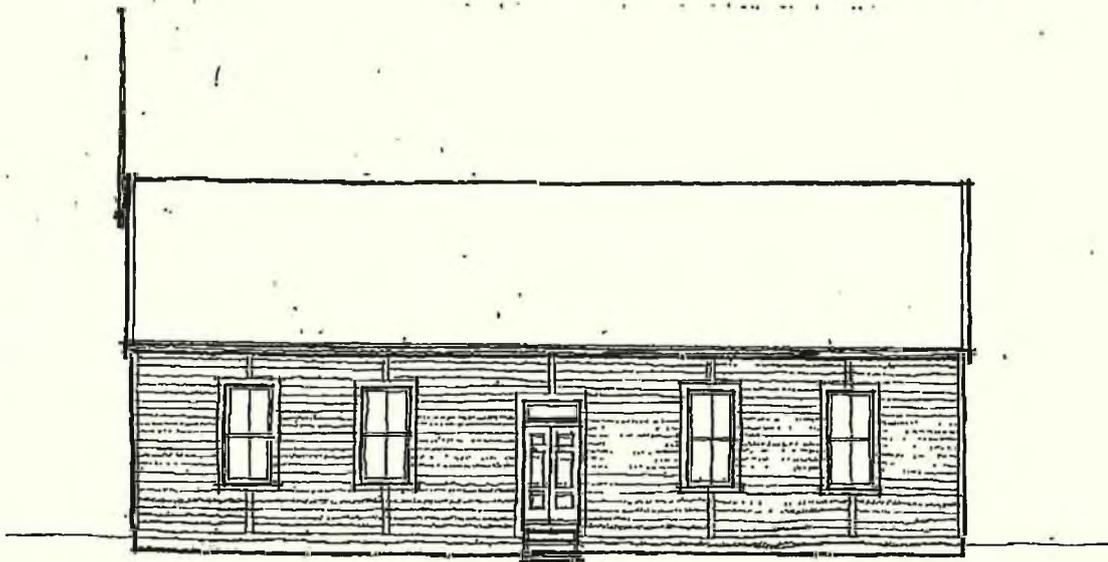


SIDE ELEVATION

TE KAUHANGANUI  
RUKUMOANA

5 FEB 2004

1:100



FRONT ELEVATION

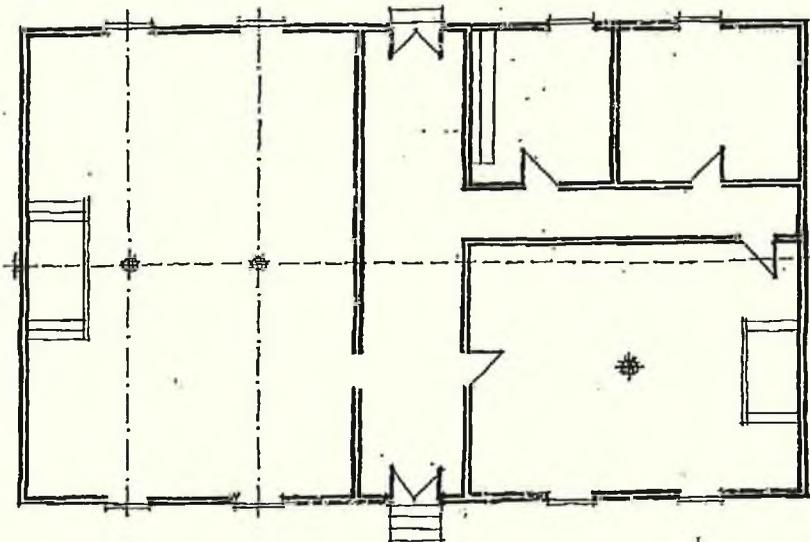
TE KAUHANGANUI  
RUKUMOANA

5 FEB 2004

1:100

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
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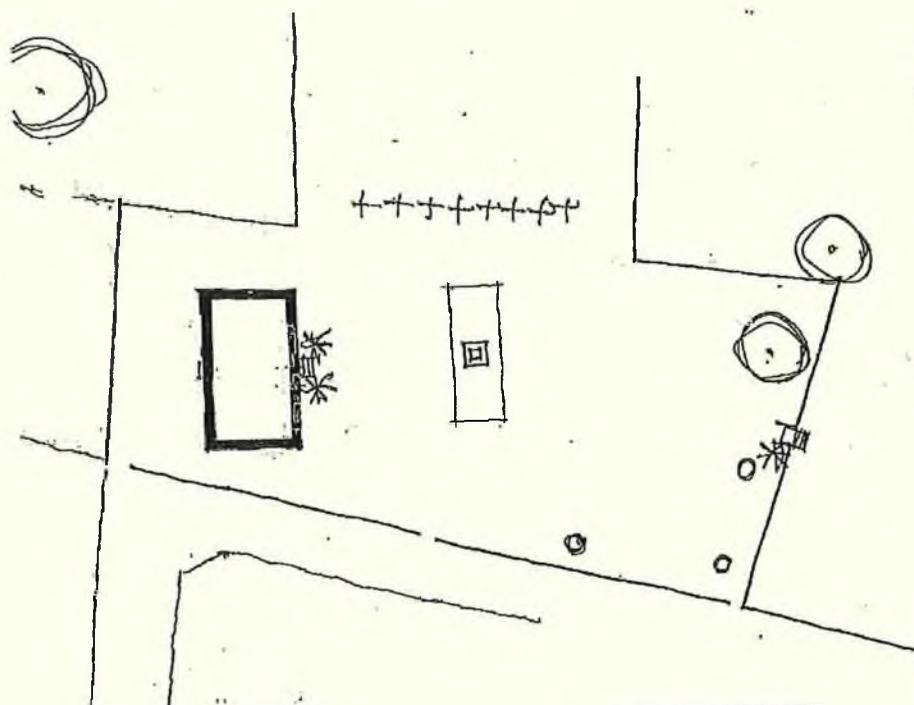


PLAN

TE KAUHANGANUI  
RUKUMOANA

5 FEB 2004

1:100



SITE PLAN

TE KAUHANGANUI  
RUKUMOANA

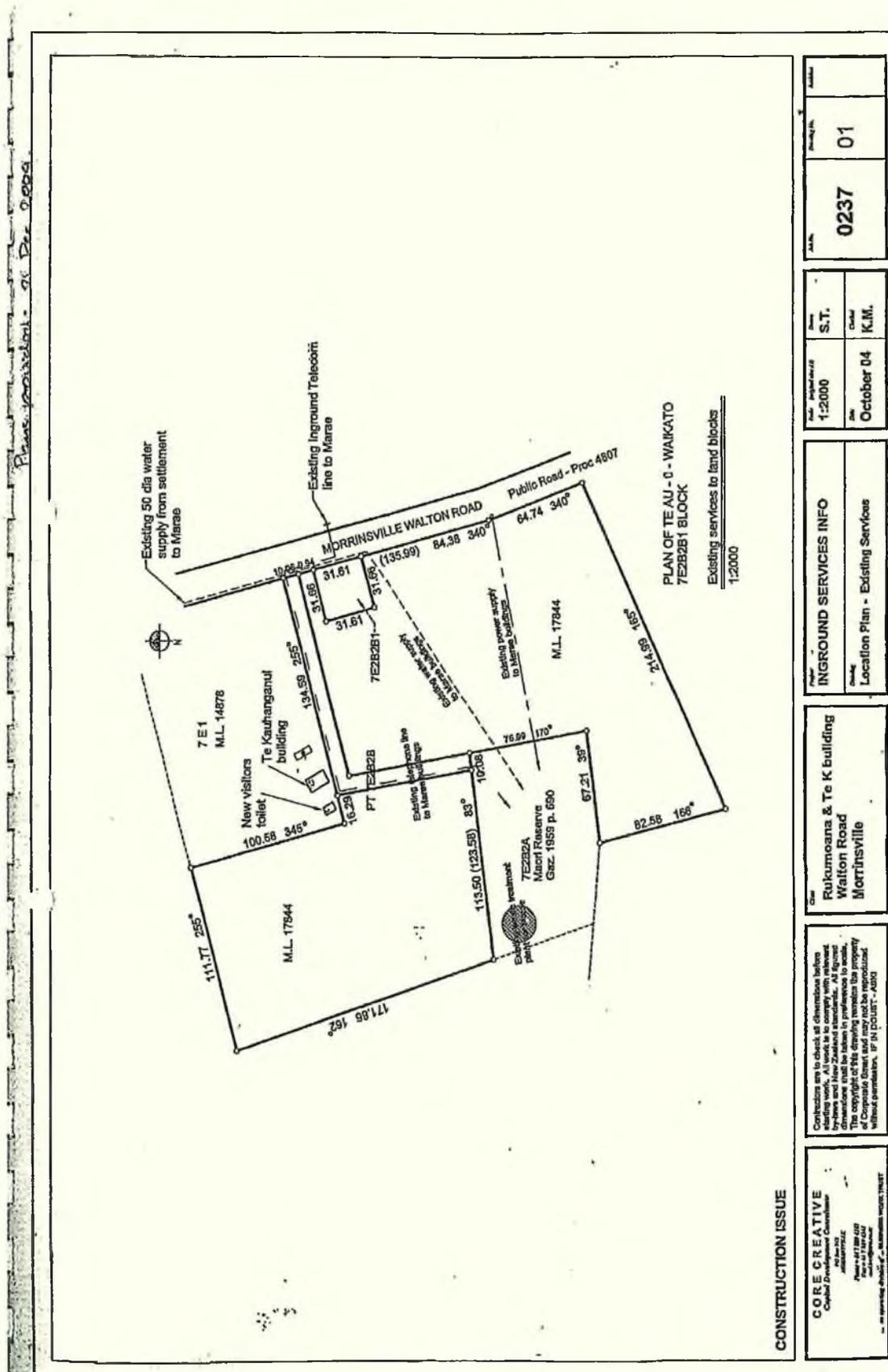
5 FEB 2004

1:500

*KH*

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
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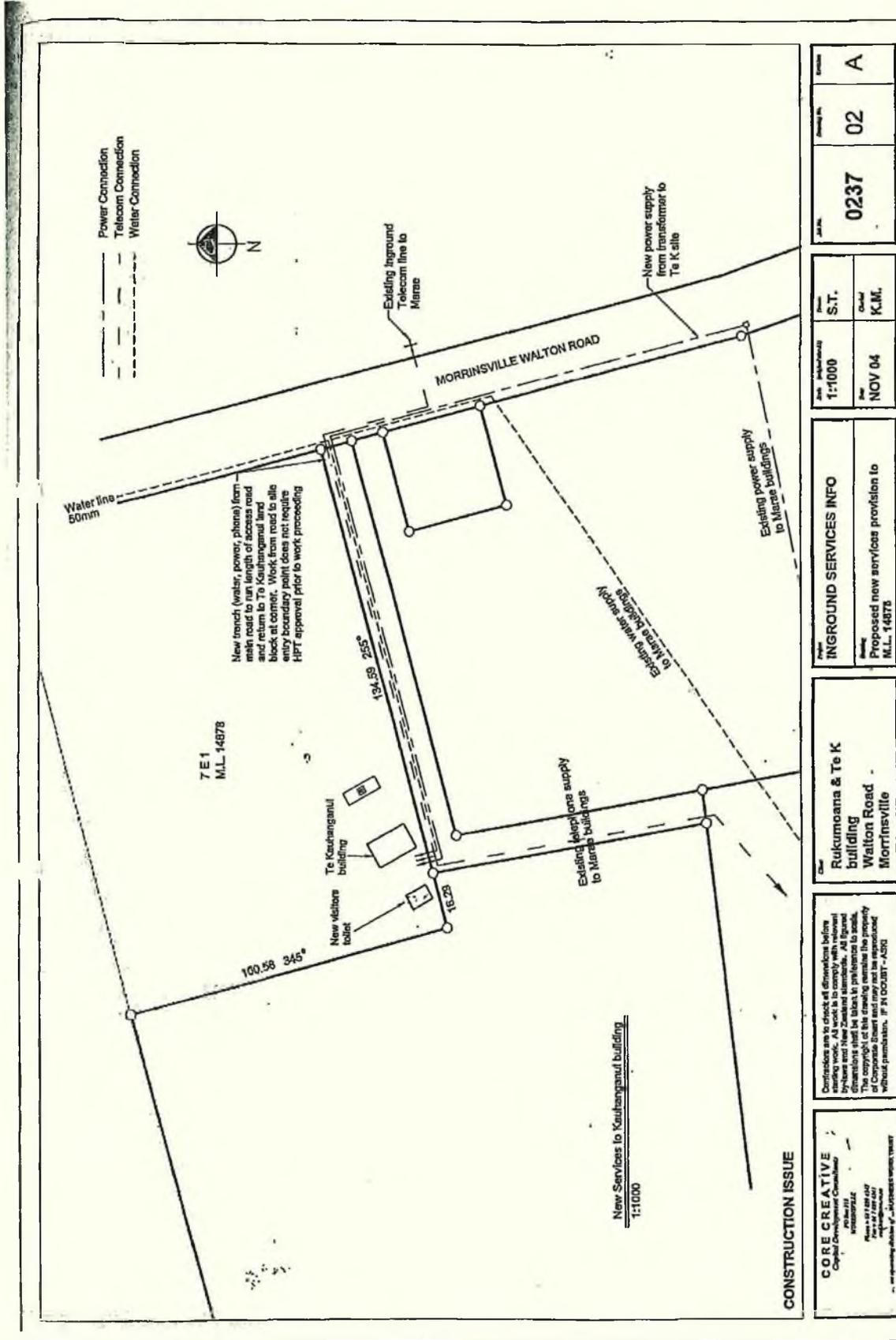
Please visit - 21 Dec 2009

CONSTRUCTION ISSUE

**CORE CREATIVE**  
Capital Development Consultants  
100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/1226/1227/1228/1229/1230/1231/1232/1233/1234/1235/1236/1237/1238/1239/1240/1241/1242/1243/1244/1245/1246/1247/1248/1249/1250/1251/1252/1253/1254/1255/1256/1257/1258/1259/1260/1261/1262/1263/1264/1265/1266/1267/1268/1269/1270/1271/1272/1273/1274/1275/1276/1277/1278/1279/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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA



Plan No.	0237
Sheet No.	02
Scale	A

Scale	1:1000
Date	NOV 04
Author	S.T.
Checked	K.M.

Project Name	INGROUND SERVICES INFO
Proposed new services provision to	M.L. 14878

Client	Rukumoana & Te K building
Address	Walton Road Morrinsville

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**CONSTRUCTION ISSUE**

**CORE CREATIVE**  
Civil Development Consultants

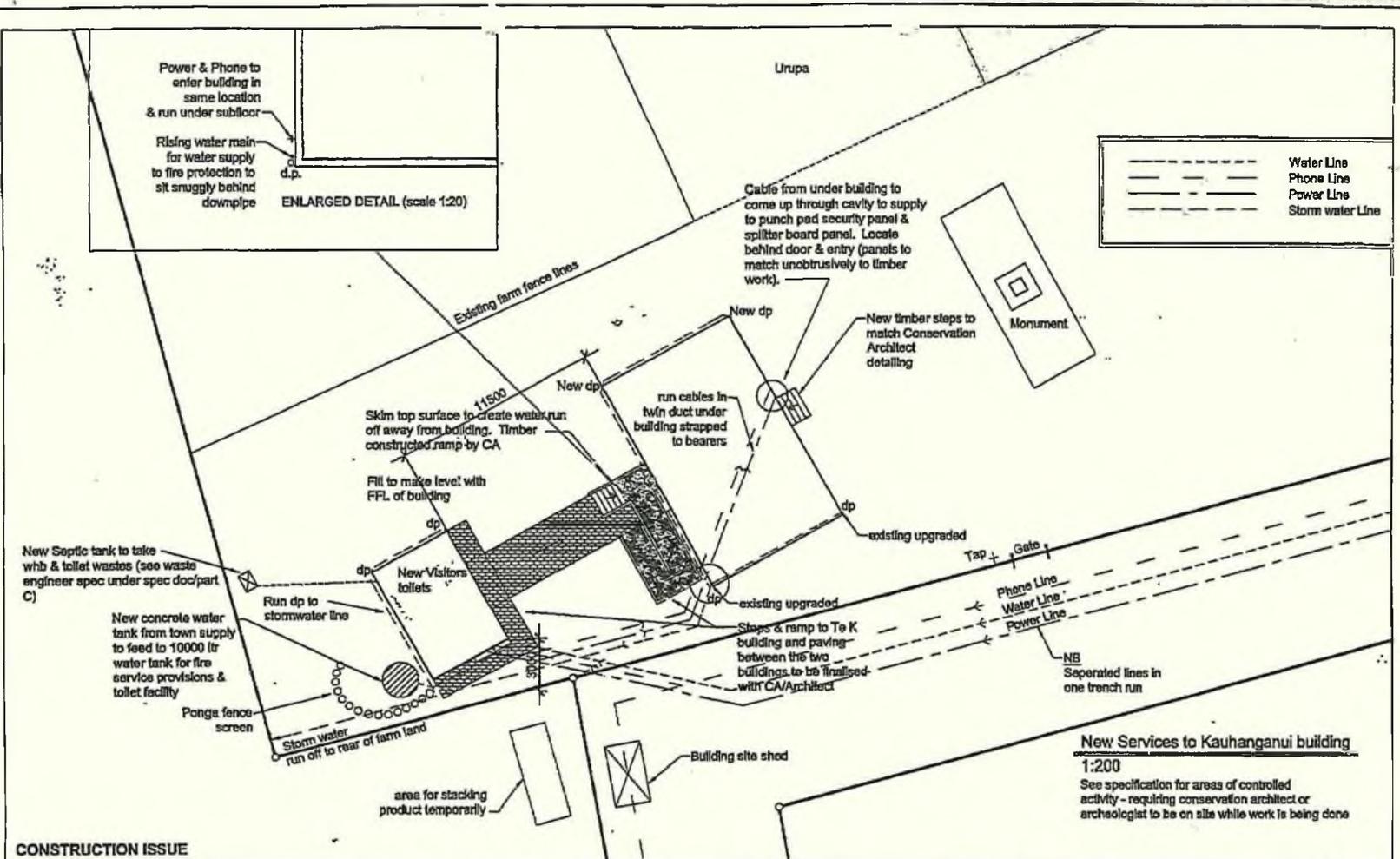
Phone: 07 228 2427  
www.corecreative.co.nz

100, Springwood Avenue, Morrinsville, Waikato

*Handwritten initials/signature*

NGĀTI HAUA DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUA WITH RESPECT TO  
TE KAUHANGANUI O MĀHUTA AND NGĀTI HAUA TAONGA



CONSTRUCTION ISSUE

**CORE CREATIVE**  
Capital Development Consultants  
PO Box 312  
MORRINSVILLE  
Phone +64 7 838 010  
Fax +64 7 838 021  
info@corecreative.co.nz  
www.corecreative.co.nz

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**Rukumoana Toilet Block**  
Walton Road  
Morrinsville

**INGROUND SERVICES INFO**

Drawn:  
New Services to buildings

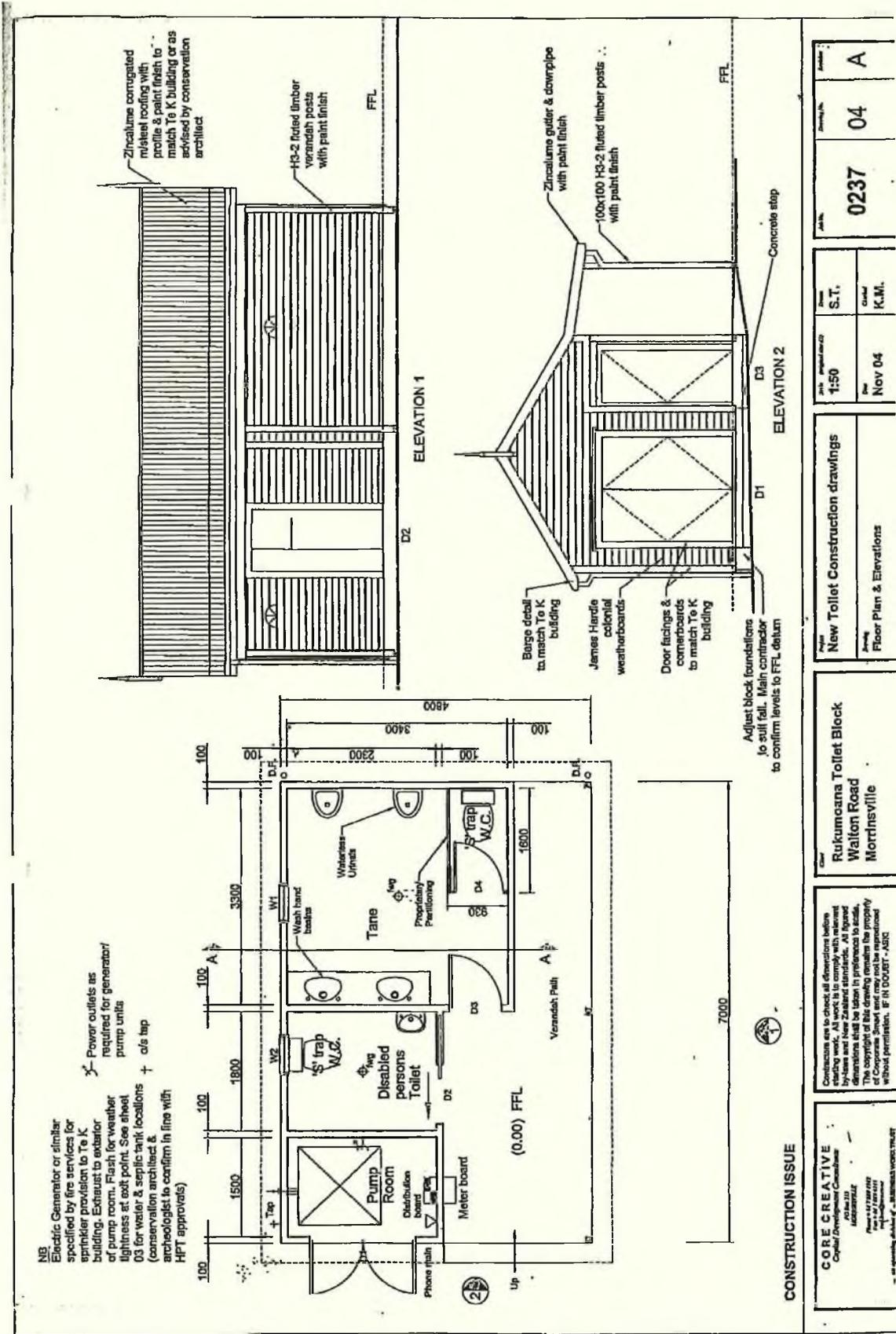
Scale: 1:200  
Date: Nov 04  
Drawn: S.T.  
Checked: K.M.

Job No.	Drawing No.	Revision
0237	03	A

Handwritten initials/signature in blue ink.

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

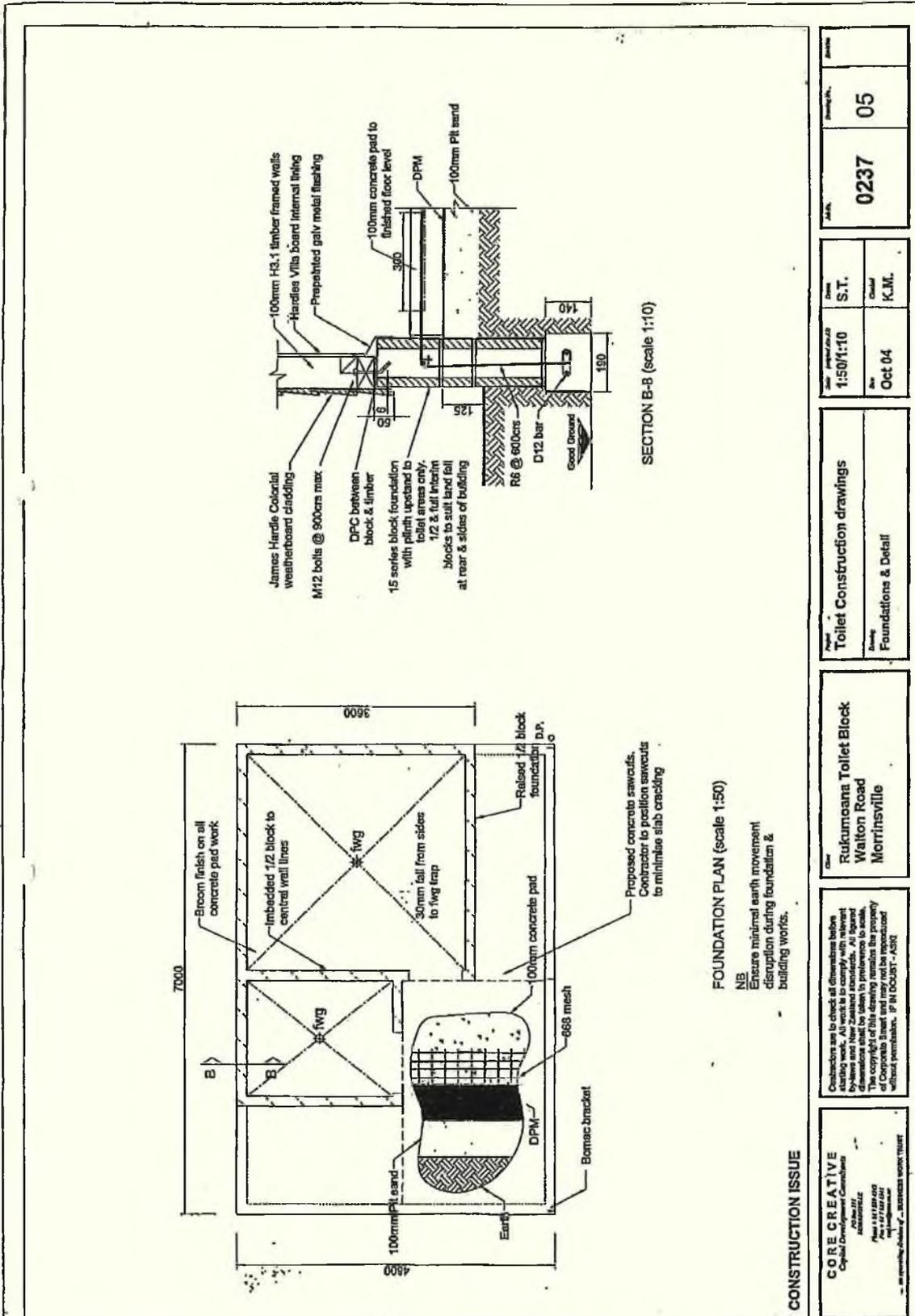
3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA



*Handwritten initials/signature*

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

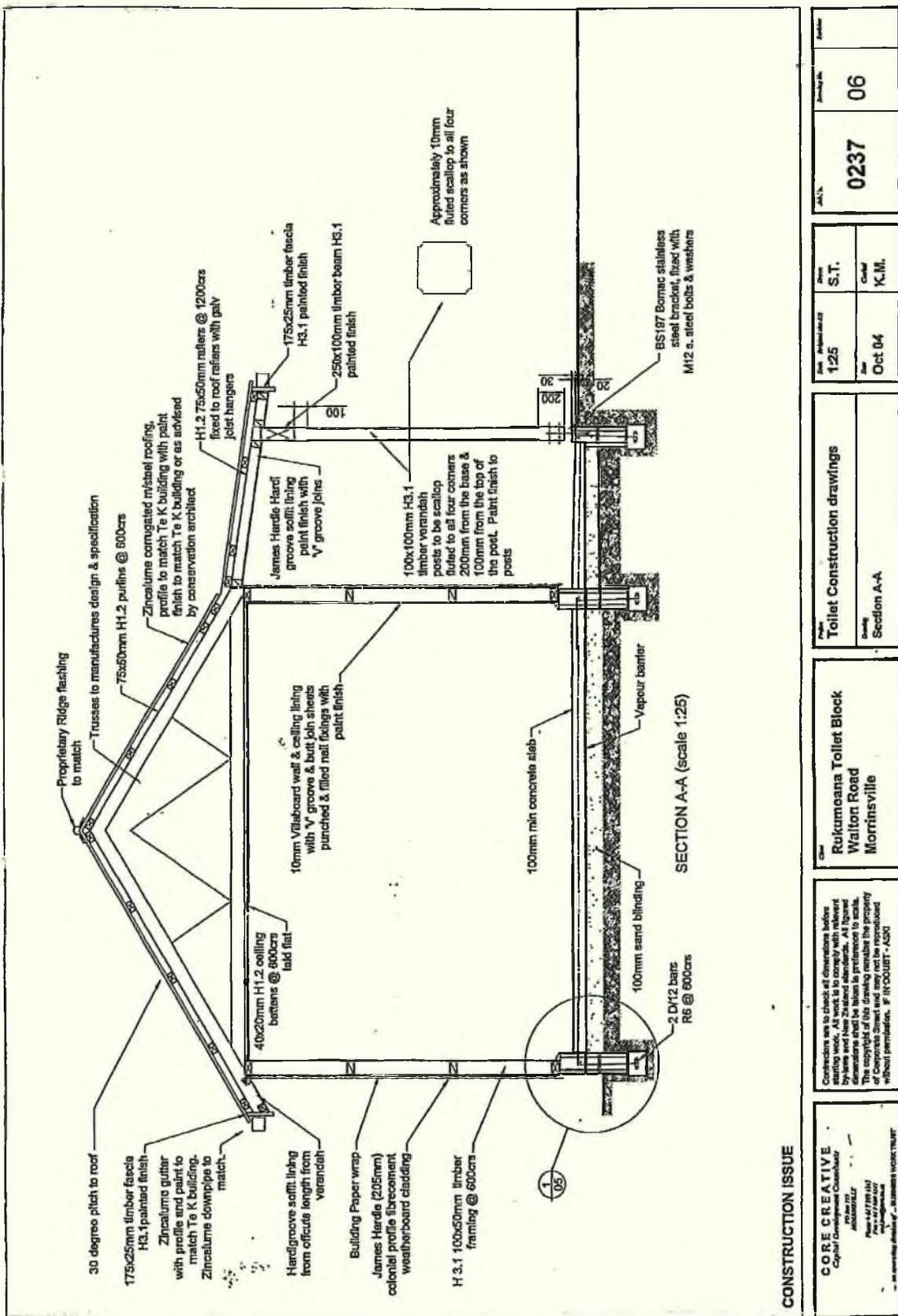
3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA



KH  
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NGĀTI HAUĀ DEED OF SETTLEMENT  
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TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

ROOF PLAN (scale 1:50)

	0237	07	
Scale	Date	Drawn	Checked
1:50	S.T.	K.M.	
Date	Date		
Oct 04			

Toilet Construction drawings	
Roof Plan	

Rukumoana Toilet Block Waiton Road Morrinsville	
---	--

Contractors are to check all dimensions before starting work. All work is to comply with relevant standards and specifications. All dimensions shall be taken in preference to scale. The copyright of this drawing remains the property of Corporate Street and may not be reproduced without permission. IP1000817-ASB

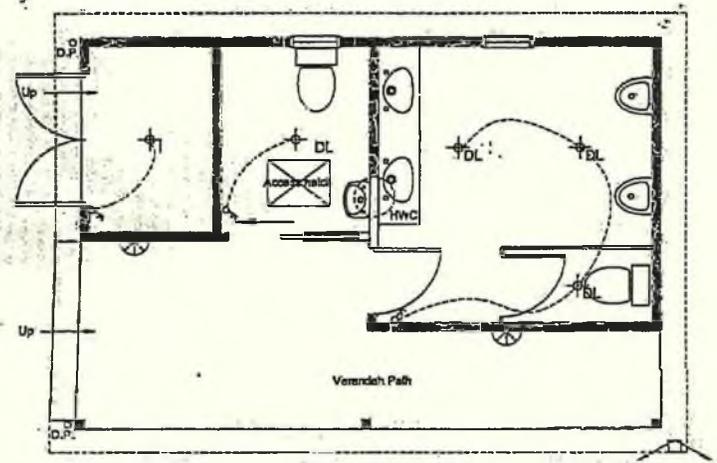
  

CONSTRUCTION ISSUE

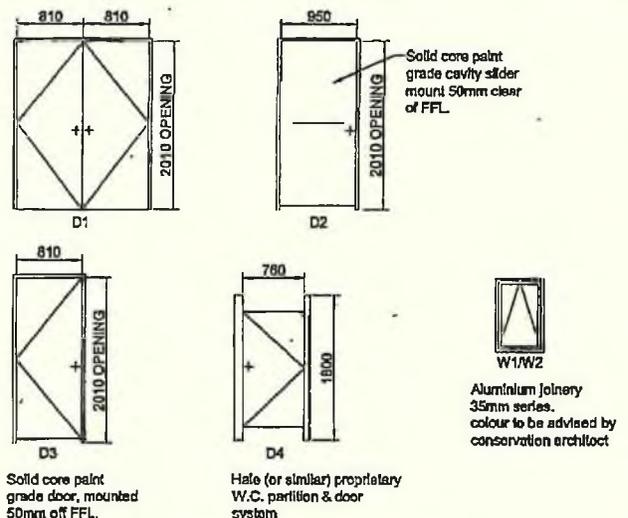
**CORE CREATIVE**  
 Capital/Development Consultants  
 100-102  
 100-102  
 PO Box 111777  
 Auckland  
 Tel: 09 300 1117  
 Fax: 09 300 1118  
 www.corecreative.co.nz

*Handwritten initials/signature*

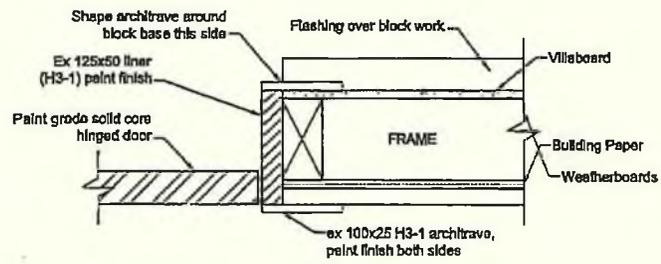
-  twin unit security spot lights on motion sensors
-  External wall mounted bulk head light on light sensor. Prolux ALS125 die cast all eye lid unit; colour: white
-  Compact Fluoro units - Prolux, PR8003H Colour: white with 2/28w fluoros with min rating of IP44 for water spray
-  incandescent surface mounted batten light with 100w bulb
-  Switch plates HPC (1200mm high)



REFLECTED CEILING PLAN (scale 1:50)



WINDOW & DOOR SCHEDULE (scale 1:50)  
 Note: Window & door facing width to match Te K building, or as advised by conservation architect



DOOR DETAIL (scale 1:5)

CONSTRUCTION ISSUE

**CORE CREATIVE**  
 Capital Development Consultants  
 PO BOX 210  
 MORRINSVILLE  
 Phone: 041 729 4511  
 Fax: 041 883 4111  
 www.corecreative.co.nz

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**Rukumoana Toilet Block**  
 Walton Road  
 Morrinsville

**Pages**  
 Toilet Construction drawings

**Drawings**  
 Reflected Ceiling Plan/  
 Window & Door schedule

**Scale**  
 1:50/1:5

**Drawn**  
 S.T.

**Nov**  
 Nov 04

**Checked**  
 K.M.

**Job No.**  
 0237

**Drawing No.**  
 08

**Revision**  
 A

*Handwritten initials/signature*

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

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3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

**Budgets**

*KH*  
*[Signature]*

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MAHUTA AND NGĀTI HAUĀ TAONGA

Budget											
			2013	2014	2015	2016					
Task/Ref	Task Description	Frequency	Sedual	remedials	Sedual	remedials	Sedual	remedials	Sedual	remedials	
1.1	<b>Corrugated galvanised iron cladding and flashings</b>										
	Inspect for lifting sheets, loose or missing nails, broken paint surface, corrosion, lichen or moss growth.	Annually	50.00	50.00	50.00						
1.2	Clean surfaces with roof wash if required and seal and repair damage.	Annually	200.00	200.00	200.00						
1.3	Clean down and repaint by the end of the year 2016.	8 yearly							2,500.00		
1.4	<b>Eaves, soffits and barge boards</b>										
	Inspect for damage and weather tightness, weathered paint surfaces. Re touch paint and repair if damaged.	Annually	300.00	300.00	300.00						
1.5	Clean down and repaint as for building exterior 2016.	8 yearly							8,000.00		
	<b>Roof Structure (accessed from interior)</b>										
1.6	Inspect for damage, weather tightness, vermin, decay and insect infestation. Check building paper seal, services in ceiling, and general integrity of structure.	Annually	200.00	200.00	200.00						
1.7	<b>Gutters and down pipes</b> Inspect and clean out debris.	6 Monthly	300.00	300.00	300.00						
1.8	Clean down and repaint, replace damaged. (2016)	8 yearly							100.00		
2	<b>FLOOR STRUCTURE</b>										
2.1	Inspect for signs of dampness, fungal decay and insect infestation, slumping of piles, and integrity of structural connections.	Annually	50.00	50.00	50.00						
3	<b>exterior walls</b>										
3.1	<b>Weatherboard</b>										
	Inspect for damage, weather tightness around joints and scribes, decay and insect infestation.	Annually	50.00	50.00	50.00						
3.2	Soft wash, apply sealants to cracks and retouch paint.	Annually	200.00	200.00	200.00						

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

3.3	Repaint	8 Yearly											
4	<b>INTERIOR</b>												
	<b>Varnished timber ceiling, walls, detailing, and fixed joinery</b>												
4.1	Inspect for damage, leaks, mould, decay and insect infestation.	Annually	50.00	50.00	50.00								
4.2	Vacuum to remove dust and cobwebs if required.	Annually	50.00	50.00	50.00								
4.3	Clean down, in-paint with varnish according to condition approximately every 16 years.	As required											
4.4	<b>Varnished timber floor surfaces</b>												
	Inspect for damage, decay, insect infestation, loose boards and surface wear.	Annually	25.00	25.00	25.00								
4.5	Clean with a damp mop only where necessary. Vacuum as required	As required											
4.6	Clean down and recoat	16 years											
5	<b>WINDOWS</b>												
	<b>Window frames, sills, sashes, and facings</b>												
5.1	Inspect for damage, decay, insect infestation, weather tightness of flashings, and for fitting within frame.	Annually	25.00	25.00	25.00								
5.2	Soft wash, apply sealants to cracks and retouch paint.	Annually	400.00	400.00	400.00								
5.3	Repaint	8 Yearly											
	<b>Glazing and Putty Seal</b>												
5.4	Inspect for damage to glazing, weather tightness of putty seal.	Annually	25.00	25.00	25.00								
5.5	Re-putty when deteriorated, prime rebates. Repaint putty so it overlaps onto the glass by 2 mm.	4 yearly	1,000.00	1,000.00	1,000.00								
5.6	<b>Window Hardware</b>												
	Inspect metal hardware for damage, corrosion and wear. Check sash cord for wear.	Annually	25.00	25.00	25.00								
5.7	Clean and oil mechanisms, protect with microcrystalline wax where required.	Annually	25.00	25.00	25.00								
6	<b>DOORS</b>												
6.1	<b>Door frames, sills, and facings</b>												
	Inspect for damage, decay, insect infestation, weather tightness of flashings, and for fitting within frame.	Annually	1,000.00	1,000.00	1,000.00								
6.2	Soft wash, apply sealants to cracks and retouch paint.	8 yearly											

NGĀTI HAUA DEED OF SETTLEMENT  
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3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUA WITH RESPECT TO  
TE KAUHANGANUI O MAHUTA AND NGĀTI HAUA TAONGA

6.3	<b>Door Hardware</b>											
	Inspect hinges, locks and other metal hardware for damage, corrosion, and wear.	Annually										
6.4	Clean and oil mechanisms, protect with microcrystalline wax where required.	Annually										
7	<b>ELECTRICAL AND FIRE PROTECTION</b>											
7.1	<b>Electrical Fittings</b>	8 yearly	200.00		200.00		200.00					
	Inspected by registered electrician											
7.2	<b>Fire Extinguishers</b>											
	Checked by service provider according to instructions and warranty	Annually	200.00		200.00		200.00					
7.3	<b>Fire Sprinkler Systems</b>											
	Start generator and test system	Monthly										
7.4	<b>System Compliance</b>	Annually	200.00		200.00		200.00					
8	<b>PLUMBING AND DRAINAGE</b>											
8.1	<b>Drains</b>											
	Inspect by registered drain layer, checking gully traps, soakage systems for blockages, and plumbing in the ablution building.	As required or 5 yearly	400.00		400.00		400.00					
9	<b>Mahuta Monument</b>			5,000.00								
9.1	<b>Concrete Foundation Base</b>											
	Inspect for damage to concrete foundation, slumping, cracks and salts movement.	Annually										
9.2	Clean moss and lichen from surfaces with low pressure water.	Annually										
9.3	<b>Marble Sections</b>											
	Inspect for damage to marble, cracks, movement, staining to surface, weathering, and condition of lead lettering.	Annually										
9.4	Clean moss and lichen from surfaces with water and non-ionic detergent.	Annually										
9.5	<b>Bronze Statue</b>											
	Inspect for damage to bronze, movement, staining to surface, weathering, and for corrosion.	Annually										
9.6	Clean surfaces with water and non-ionic detergent. Reapply surface protection if required.	Annually										
	<b>Sub totals</b>		4,975.00	5,000.00	4,975.00	0.00	4,975.00	0.00	10,600.00	0.00	0.00	

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

## Inspections and Reporting



## Annual Maintenance Inspection Form Te Kauwhanganui Building

Recorded By: \_\_\_\_\_

Date: \_\_\_\_\_

	AREA	Freq	Condition notes	Action and prioritisation
1	<b>ROOFING</b>			
1.1	<b>Corrugated galvanised iron cladding and flashings</b> Inspect for lifting sheets, loose or missing nails, broken paint surface, corrosion, lichen or moss growth.	Annually		
1.2	Clean surfaces with roof wash if required and seal and repair damage.	Annually		
1.3	Clean down and repaint by the end of the year 2016.	8 yearly		
1.4	<b>Eaves, soffits and barge boards</b> Inspect for damage and weather tightness, weathered paint surfaces. Re touch paint and repair if damaged.	Annually		
1.5	Clean down and repaint as for building exterior 2016.	8 yearly		

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUA WITH RESPECT TO TE KAUWHANGANUI O MAHUTA AND NGĀTI HAUA TAONGA

NGĀTI HAUA DEED OF SETTLEMENT  
ATTACHMENTS

1.6	<b>Roof Structure (accessed from interior)</b> Inspect for damage, weather tightness, vermin, decay and insect infestation. Check building paper seal, services in ceiling, and general integrity of structure.	Annually	
1.7	<b>Gutters and down pipes</b> Inspect and clean out debris.	6 Monthly	
1.8	Clean down and repaint, replace damaged. (2016)	8 yearly	
2	<b>FLOOR STRUCTURE</b>		
2.1	Inspect for signs of dampness, fungal decay and insect infestation, slumping of piles, and integrity of structural connections.	Annually	

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA


3	<b>EXTERIOR WALLS</b>		
3.1	<b>Weatherboard</b> Inspect for damage, weather tightness around joints and scribes, decay and insect infestation.	Annually	
3.2	Soft wash, apply sealants to cracks and retouch paint.	Annually	
3.3	Repaint	8 Yearly	
4	<b>INTERIOR</b>		
4.1	<b>Varnished timber ceiling, walls, detailing, and fixed joinery</b> Inspect for damage, leaks, mould, decay and insect infestation.	Annually	
	Vacuum to remove dust and cobwebs if required.	Annually	
4.2	Clean down, in-paint with varnish according to condition - approximately every 16 years.	As required	
4.3	<b>Varnished timber floor surfaces</b> Inspect for damage, decay, insect infestation, loose boards and surface wear.	Annually	
4.4	Clean with a damp mop only where necessary. Vacuum as required	quarterly	
	Clean down and recoat	16 years	

NGĀTI HAUA DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUA WITH RESPECT TO  
TE KAUWHANGANUI O MAHUTA AND NGĀTI HAUA TAONGA


5	<b>WINDOWS</b>		
5.1	<b>Window frames, sills, sashes, and facings</b> Inspect for damage, decay, insect infestation, weather tightness of flashings, and for fitting within frame.	Annually	
5.2	Soft wash, apply sealants to cracks and retouch paint.	Annually	
5.3	Repaint	8 Yearly	
5.4	<b>Glazing and Putty Seal</b> Inspect for damage to glazing, weather tightness of putty seal.	Annually	
5.5	Re-putty when deteriorated, prime rebates. Repaint putty so it overlaps onto the glass by 2 mm.	4 yearly	
5.6	<b>Window Hardware</b> Inspect metal hardware for damage, corrosion and wear. Check sash cord for wear.	Annually	
5.7	Clean and oil mechanisms, protect with microcrystalline wax where required.	Annually	

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MAHUTA AND NGĀTI HAUĀ TAONGA

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6	<b>DOORS</b>		
6.1	<b>Door frames, sills, and facings</b> Inspect for damage, decay, insect infestation, weather tightness of flashings, and for fitting within frame.	Annually	
6.2	Soft wash, apply sealants to cracks and retouch paint.	4 yearly	
6.3	<b>Door Hardware</b> Inspect hinges, locks and other metal hardware for damage, corrosion, and wear.	Annually	
6.4	Clean and oil mechanisms, protect with microcrystalline wax where required.	Annually	

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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MAHUTA AND NGĀTI HAUĀ TAONGA

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7	<b>ELECTRICAL AND FIRE PROTECTION</b>		
7.1	<b>Electrical Fittings</b> Inspected by registered electrician	8 yearly	
7.2	<b>Fire Extinguishers</b> Checked by service provider according to instructions and warranty	Annually	
7.3	<b>Fire Sprinkler Systems</b> Start generator and test system	Monthly	
7.4	System Compliance	Annually	
8	<b>PLUMBING AND DRAINAGE</b>		
8.1	<b>Drains</b> Inspect by registered drain layer, checking gully traps, soakage systems for blockages, and plumbing in the ablution building.	As required or 5 yearly	



9	<b>MAHUTA MONUMENT</b>		
9.1	<b>Concrete Foundation Base</b> Inspect for damage to concrete foundation, slumping, cracks and salts movement.	Annually	
9.2	Clean moss and lichen from surfaces with low pressure water.	Annually	
9.3	<b>Marble Sections</b> Inspect for damage to marble, cracks, movement, staining to surface, weathering, and condition of lead lettering.	Annually	
9.4	Clean moss and lichen from surfaces with water and non-ionic detergent.	Annually	
9.5	<b>Bronze Statue</b> Inspect for damage to bronze, movement, staining to surface, weathering, and for corrosion.	Annually	
9.6	Clean surfaces with water and non-ionic detergent. Reapply surface protection if required.	Annually	

NGĀTI HAUA DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUA WITH RESPECT TO  
TE KAUPHANGANUI O MĀHUTA AND NGĀTI HAUA TAONGA

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3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

Calendar Schedule		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1.1	Corrupted galvanised iron cladding and flashings Inspect for lifting flashings, loose or missing fasteners, corrosion, etc. or loose flashings.																		
1.2	Annualy																		
1.3	Clean surfaces with roof wash if required and seal and repair damage.																		
1.4	Annually																		
1.5	Clean down and repair by the end of the year 2016.																		
1.6	Roofs, gutters and barge boards Inspect for damage and weather tightness, weathered purlar surfaces. Re touch paint and repair if damaged.																		
1.7	Annually																		
1.8	Clean down and repair as for building structure (accessed from staircase).																		
1.9	Annually																		
1.10	Inspect for damage, weather tightness, vents, decay and insect infestation. Check building paper seal, services in ceiling and general integrity of structure.																		
1.11	Annually																		
1.12	Inspect and clean out debris.																		
1.13	Annually																		
1.14	Clean down and repair, replace damaged.																		
1.15	6 Monthly																		
1.16	8 yearly																		
2	FLOOR STRUCTURE																		
2.1	Inspect for signs of dampness, fungal decay and insect infestation, slumping of piles, and integrity of structural connections.																		
2.2	Annually																		
3	External walls																		
3.1	Inspect for signs of weather tightness around joints and soffits, decay and insect infestation.																		
3.2	Annually																		
3.3	Soft wash, apply sealants to cracks and patchwork paint.																		
3.4	Annually																		
3.5	8 Yearly																		
4	INTERIOR																		
4.1	Varnish/wood timber ceiling, walls, fittings, and fixed joinery																		
4.2	Inspect for damage, leaks, mould, decay and insect infestation.																		
4.3	Annually																		
4.4	Vacuum to remove dirt and cobwebs if required.																		
4.5	Annually																		
4.6	Clean down, re-paint with varnish according to condition - approximately every 10 years.																		
4.7	As required																		
4.8	Varnish/wood timber floor surfaces																		
4.9	Inspect for damage, decay, insect infestation, loose boards and surface wear.																		
4.10	Annually																		
4.11	Clean with a damp mop only where necessary. Vacuum as required																		
4.12	As required																		
4.13	16 years																		
5	WINDOWS																		
5.1	Window frames, sills, sashes, and fittings																		
5.2	Inspect for damage, decay, insect infestation, weather tightness of fittings, and for future window frame.																		
5.3	Annually																		
5.4	Soft wash, apply sealants to cracks and re-touch paint.																		
5.5	Annually																		
5.6	8 Yearly																		
5.7	Re-seat																		
5.8	8 Yearly																		
5.9	Re-seat																		
5.10	8 Yearly																		



# Annual Maintenance Inspection Form Te Kauwhanganui Building

Recorded By: Dean Whiting

Date: 12/4/2012

	AREA	Freq	Condition notes	Action and prioritisation
1	<b>ROOFING</b>			
1.1	<b>Corrugated galvanised iron cladding and flashings</b> Inspect for lifting sheets, loose or missing nails, broken paint surface, corrosion, lichen or moss growth.	Annually	Leaks inside possible condensation, is building paper not sealing?	check ceiling cavity
1.2	Clean surfaces with roof wash if required and seal and repair damage.	Annually	Check ridges flashing, maybe not lapping properly? Might need replacement if not fitting	check roof flashings - may need to be refixed
1.3	Clean down and repaint by the end of the year 2016.	8 yearly	Flagpole, not sealed to roof	Needs sealers, two half collars, flashing.  Quotation required on remedial work
1.4	<b>Eaves, soffits and barge boards</b> Inspect for damage and weather tightness, weathered paint surfaces.	Annually	Paint cracked, north-east barge detail missing, birds are getting in through a hole in soffit	Repairs needed to NE barge board and soffit.
1.5	Re touch paint and repair if damaged.			soffit detailing around flag pole needs to be re-done
1.6	Clean down and repaint as for building exterior 2016.	8 yearly		quotation required on remedial work

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO TE KAUWHANGANUI O MAHUTA AND NGĀTI HAUĀ TAONGA

NGĀTI HAUĀ DEED OF SETTLEMENT ATTACHMENTS



NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

1.6	<p><b>Roof Structure (accessed from interior)</b> Inspect for damage, weather tightness, vermin, decay and insect infestation. Check building paper seal, services in ceiling, and general integrity of structure.</p>	Annually	<p>Building paper damaged</p> <p>Large bird population nesting in roof. Urgent need to remove material as fire risk</p>	<p>Replace building paper, require partial removal of iron to access properly</p> <p>Removed from building and broke off access holes.</p> <p>Quotation required on remedial work</p>
1.7	<p><b>Gutters and down pipes</b> Inspect and clean out debris.</p>	6 Monthly	<p>Gutter paint layer has poor adhesion to metal</p> <p>Leaf guards look like they may be blocking the gutters.</p>	<p>Remove paint layer and repaint, use appropriate primer. Check and reinstall leaf guards</p>
1.8	<p>Clean down and repaint, replace damaged. (2016)</p>	8 yearly	<p>North east corner downpipe broken and not attached to drain</p>	<p>Replace broken downpipes and reconnect to drains</p> <p>Quotation required on remedial work</p>
2	<b>FLOOR STRUCTURE</b>			
2.1	<p>Inspect for signs of dampness, fungal decay and insect infestation, slumping</p>	Annually	<p>Base boards need repositioning</p>	<p>Track baseboards broke under insect weatherboard, flashing added to baseboards at break of</p>

	of piles, and integrity of structural connections.		Concrete aprons directing water under building at front	building  Decide on detail needed for north side.  Quotation required on remedial work
<b>3</b>	<b>EXTERIOR WALLS</b>			
3.1	<b>Weatherboard</b> Inspect for damage, weather tightness around joints and scribes, decay and insect infestation.	Annually	Minor repairs/sealant to joins needed	Repair as needed as part of scheduled maintenance
3.2	Soft wash, apply sealants to cracks and retouch paint.	Annually		
3.3	Repaint	8 Yearly		
<b>4</b>	<b>INTERIOR</b>			
4.1	<b>Varnished timber ceiling, walls, detailing, and fixed joinery</b> Inspect for damage, leaks, mould, decay and insect infestation.	Annually		
	Vacuum to remove dust and cobwebs if required.	Annually		
4.2	Clean down, in-paint with varnish according to condition - approximately every 16 years.	As required		
4.3	<b>Varnished timber floor surfaces</b>			

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA

				Seal and topcoat quotation required on work	
4-4	Inspect for damage, decay, insect infestation, loose boards and surface wear. Clean with a damp mop only where necessary. Vacuum as required Clean down and recoat	Annually quarterly 16 years	Has been serviced, needs resealing and coating		
5	<b>WINDOWS</b>				
5-1	<b>Window frames, sills, sashes, and facings</b> Inspect for damage, decay, insect infestation, weather tightness of flashings, and for fitting within frame.	Annually	Flashing good. Some sills need stripping back repairs and repaint	Repair as needed as part of scheduled maintenance	
5-2	Soft wash, apply sealants to cracks and retouch paint.	Annually			
5-3	Repaint	8 Yearly			
5-4	<b>Glazing and Putty Seal</b> Inspect for damage to glazing, weather tightness of putty seal.	Annually	Lower putty on some windows has failed	Repair windows as needed Repair as needed as part of scheduled maintenance 5.5	
5-5	Re-putty when deteriorated, prime rebates. Repaint putty so it overlaps onto the glass by 2 mm.	4 yearly			

5.6	<b>Window Hardware</b> Inspect metal hardware for damage, corrosion and wear. Check sash cord for wear.	Annually		
5.7	Clean and oil mechanisms, protect with microcrystalline wax where required.	Annually		
6	<b>DOORS</b>			
6.1	<b>Door frames, sills, and facings</b> Inspect for damage, decay, insect infestation, weather tightness of flashings, and for fitting within frame.	Annually	Back doors – easement work needed, new bolt required  Door step needs painting	Complete door refitting as required and replace bolts Quotation required on work Paint doorstep as part of scheduled maintenance.2
6.2	Soft wash, apply sealants to cracks and retouch paint.	4 yearly		
6.3	<b>Door Hardware</b> Inspect hinges, locks and other metal hardware for damage, corrosion, and wear.	Annually	As above	
6.4	Clean and oil mechanisms, protect with microcrystalline wax where required.	Annually		

**NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS**

**3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA**

7	<b>ELECTRICAL AND FIRE PROTECTION</b>			
7.1	<b>Electrical Fittings</b> Inspected by registered electrician	8 yearly		Quotation required on work
7.2	<b>Fire Extinguishers</b> Checked by service provider according to instructions and warranty	Annually		Quotation required on work
7.3	<b>Fire Sprinkler Systems</b> Start generator and test system	Monthly		Quotation required on work
7.4	System Compliance	Annually		
8	<b>PLUMBING AND DRAINAGE</b>			
8.1	<b>Drains</b> Inspect by registered drain layer, checking gully traps, soakage systems for blockages, and plumbing in the ablation building.	As required or 5 yearly		Quotation required on work

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NGĀTI HAUA DEED OF SETTLEMENT  
ATTACHMENTS

3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUA WITH RESPECT TO  
TE KAUWHANGANUI O MAHUTA AND NGĀTI HAUA TAONGA

9	<b>MAHUTA MONUMENT</b>			
9.1	<b>Concrete Foundation Base</b> Inspect for damage to concrete foundation, slumping, cracks and salts movement.	Annually		<i>Requires engineering and conservation advice report</i>  <i>Quotation required on work</i>
9.2	Clean moss and lichen from surfaces with low pressure water.	Annually		
9.3	<b>Marble Sections</b> Inspect for damage to marble, cracks, movement, staining to surface, weathering, and condition of lead lettering.	Annually		
9.4	Clean moss and lichen from surfaces with water and non-ionic detergent.	Annually		
9.5	<b>Bronze Statue</b> Inspect for damage to bronze, movement, staining to surface, weathering, and for corrosion.	Annually		
9.6	Clean surfaces with water and non-ionic detergent. Reapply surface protection if required.	Annually		

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

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4: WAHAROA AERODROME

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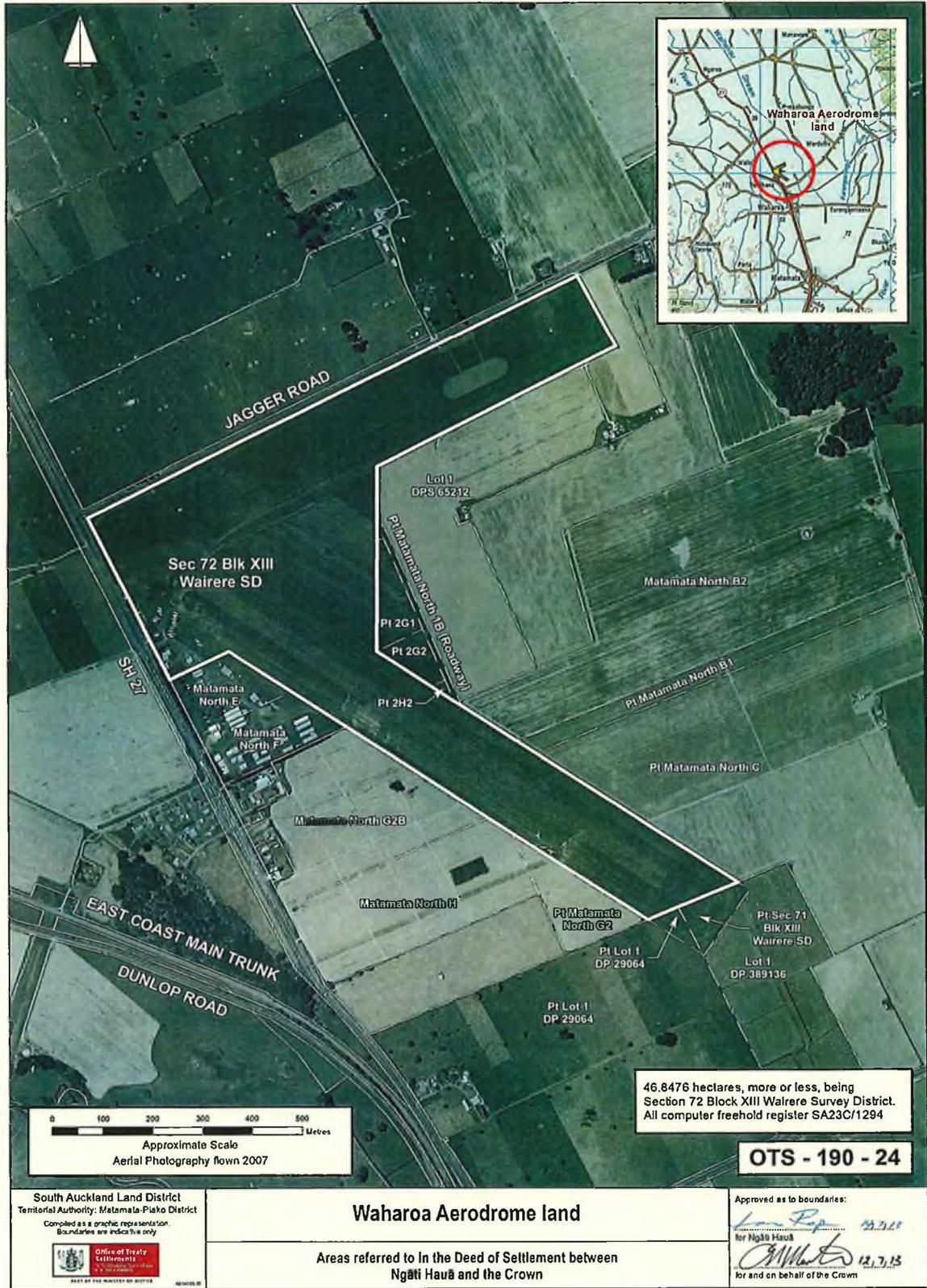
4. WAHAROA AERODROME

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**NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS**

**3: RELATIONSHIP AGREEMENT BETWEEN THE CROWN AND NGĀTI HAUĀ WITH RESPECT TO  
TE KAUWHANGANUI O MĀHUTA AND NGĀTI HAUĀ TAONGA**

**WAHAROA AERODROME LAND (OTS-190-24)**



South Auckland Land District  
Territorial Authority: Matamata-Piako District  
Compiled as a graphic representation.  
Boundaries are indicated only.

OFFICE OF TREATY SETTLEMENTS  
DEPARTMENT OF THE PRIME MINISTER AND CABINET

**Waharoa Aerodrome land**

Areas referred to in the Deed of Settlement between  
Ngāti Hauā and the Crown

Approved as to boundaries:  
*[Signature]* 12.7.15  
for Ngāti Hauā  
*[Signature]* 12.7.15  
for and on behalf of the Crown

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

4: WAHAROA AERODROME

COUNCIL'S WAHAROA AERODROME LAND (OTS-190-25)



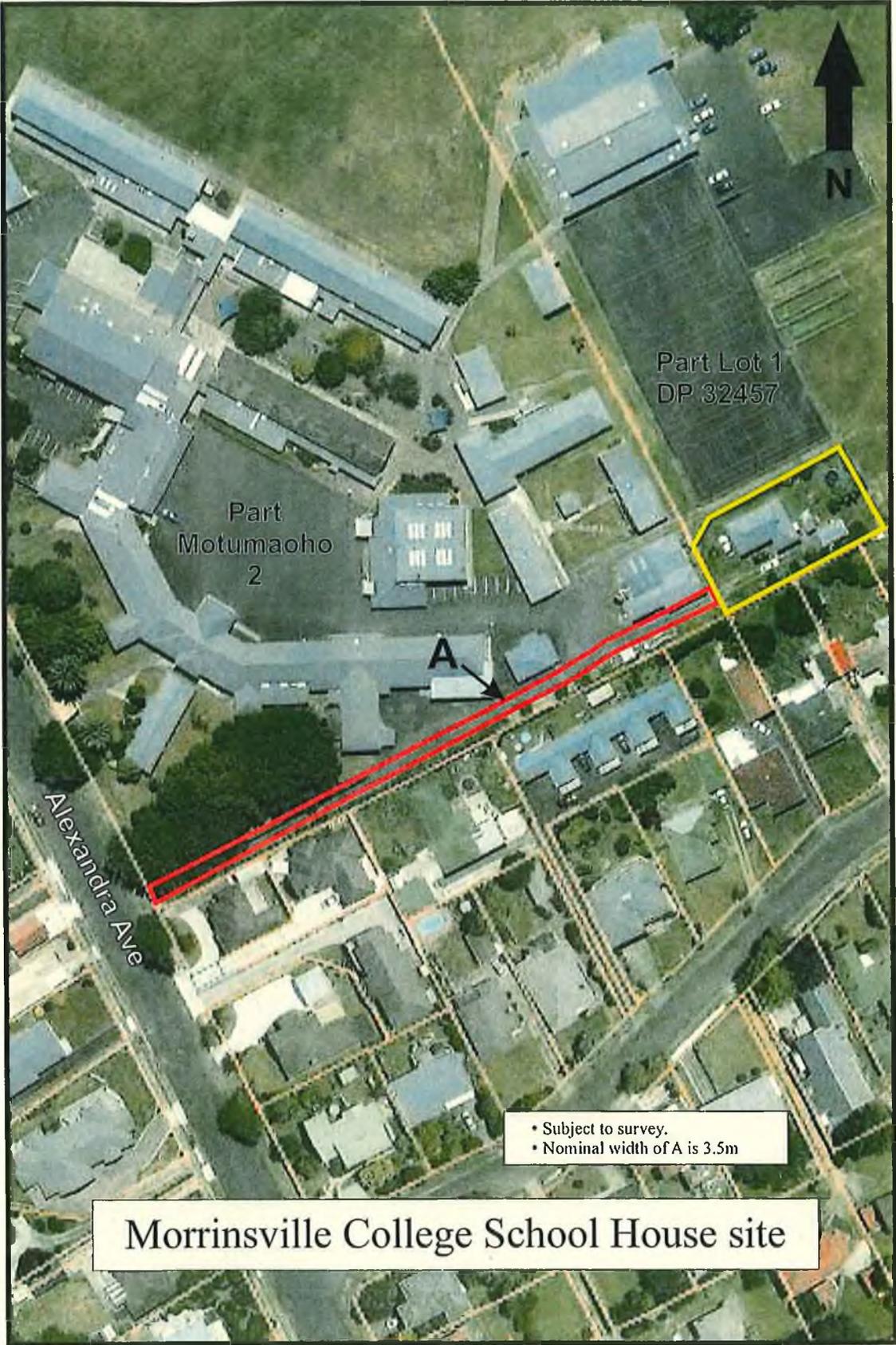
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**5. SCHOOL HOUSE SITE DIAGRAM**

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5: SCHOOL HOUSE SITE DIAGRAM



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**6. RFR LAND**

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**NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS**

**6: RFR LAND**

<b>LAND HOLDING AGENCY: Ministry of Education</b>	
<b>Address or other Description</b>	<b>Legal Description</b>
Tatuanui School	1.5823 hectares, more or less, being Part Lot 4 DP 14236. All computer freehold register SA329/207.
Te Wharekura O Te Rau Aroha	0.1012 hectares, more or less, being Lot 1 DPS 3050. All computer freehold register SA1227/94.  1.6187 hectares, more or less, being Part Lot 11 DP 14295. All computer freehold register SA316/223.
Kereone School	1.6187 hectares, more or less, being Part Te Au O Waikato Maungatapu No 9B No 2 Section 2 (DP 21403). All computer freehold register SA475/294.
Walton School	0.7876 hectares, more or less, being Part Te Pae O Turawaru Block (DP 8523). All computer freehold register SA127/101.  0.5969 hectares, more or less, being Part Te Pae O Turawaru Block (DP 8523). All computer freehold register SA214/242.  0.8094 hectares, more or less, being Part Te Pae O Turawaru Block (DP 14538). All computer freehold register SA322/236.  0.1363 hectares, more or less, being Part Te Pae O Turawaru Block (Diagram on Transfer 250075). All computer freehold register SA631/71.
Kiwitahi School	0.8094 hectares, more or less, being Part Te Au O Waikato 2B No 2 (DP 8099). All computer freehold register SA208/152.  0.3622 hectares, more or less, being Part Lot 6 DP 25089. All computer freehold register SA1094/200.  0.3521 hectares, more or less, being Lot 1 DPS 267. All computer freehold register SA1003/283.
Te Kura o Waharoa	0.3541 hectares, more or less, being Sections 64 and 65 Block XIII Wairere Survey District. All computer freehold register SA445/280.  1.4168 hectares, more or less, being Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 Block X Waharoa Township. All computer freehold register SA200/152.  0.8094 hectares, more or less, being Sections 2, 3, 4, 5, 9, 10, 11 and 12 Block VI Waharoa Township. All Gazette notice S89017.  0.2023 hectares, more or less, being Closed Road Block XIII Wairere Survey District adjoining Sections 9, 10, 11 and 12 Block VI Township of Waharoa and adjoining Section 65 Block XIII Wairere Survey District. All Gazette notice S134332.

**NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS**

**6: RFR LAND**

<b>LAND HOLDING AGENCY: Ministry of Education</b>	
<b>Address or other Description</b>	<b>Legal Description</b>
Hinuera School	0.6730 hectares, more or less, being Lots 3 and 6 DP 14651. All computer freehold register SA322/56.  0.8094 hectares, more or less, being Part Mangawhara No1A Block. All computer freehold register SA155/192.  0.4047 hectares, more or less, being Part Mangawhara No 1A Block. All computer freehold register SA140/139.
David Street School, Morrinsville	3.0113 hectares, more or less, being part Lot 5 DP 24498 and Lots 1, 2, 5 and 6 DPS 1161. All Proclamation S61335.  0.0683 hectares, more or less, being Section 8 Block VI Maungakawa Survey District. All Proclamation S117279.  0.1222 hectares, more or less, being Lot 1 DPS 3124. All Proclamation S82096.
Morrinsville Intermediate	4.3504 hectares, more or less, being part Lot 7 DP 7445. All Proclamation S226942.
Morrinsville School	2.4149 hectares, approximately, being Lots 20, 21, 22 and 23 DP 8452, Part Lot 19 DP 2465, Parts Lot 170 and Part Lot 169 DP 2461, Lots 18 and 19 DP 8452, Part Motumaoho 2 (DP12765). Balance Gazette notice H011748. Subject to survey  0.0223 hectares, approximately, being Closed Street situated in Block VI Maungakawa Survey District shown marked A on SO 47943. Part Gazette notice H052526. Subject to survey.

<b>LAND HOLDING AGENCY: New Zealand Police</b>	
<b>Address or other Description</b>	<b>Legal Description</b>
Morrinsville Police Station	0.1424 hectares, more or less, being Section 1 SO 59450. All Gazette notice B165826.
38 Goodwin Avenue, Morrinsville	0.0852 hectares, more or less, being Lot 15 DPS 6516. All Proclamation S192462.
3 Morrice Avenue, Morrinsville	0.0792 hectares, more or less, being Lot 2 DPS 8368. All Gazette notice S326588.

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NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

6: RFR LAND

LAND HOLDING AGENCY: Waikato District Health Board	
Address or other Description	Legal Description
222 Studholme Street, Morrinsville	2.0234 hectares, more or less, being Lot 1 DPS 524. All computer freehold register SA1001/68.

LAND HOLDING AGENCY: Department of Conservation	
Address or other Description	Legal Description
Te Tapui Scenic Reserve	1741 hectares, approximately, being Section 4 Block VIII Cambridge Survey District and Part Section 5 Block III Cambridge Survey District (subject to survey). Balance computer freehold register SA48C/398.  12.0877 hectares, more or less, being Lot 1 DPS 27810. All Transfer H296438.3.

*Handwritten initials: KH*

NGĀTI HAUĀ DEED OF SETTLEMENT  
ATTACHMENTS

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7: DRAFT SETTLEMENT BILL

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7. DRAFT SETTLEMENT BILL

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DRAFT SETTLEMENT BILL —  
TO BE ATTACHED TO DEED OF SETTLEMENT

## **Ngāti Hauā Claims Settlement Bill**

Draft Government Bill

**Explanatory note**

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*Hon Christopher Finlayson*

## **Ngāti Hauā Claims Settlement Bill**

Draft Government Bill

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## Ngāti Hauā Claims Settlement Bill

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**The Parliament of New Zealand enacts as follows:****1 Title**

This Act is the Ngāti Hauā Claims Settlement Act **2013**.

**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  
non-raupatu historical claims***Preliminary matters***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 Ngāti Hauā in the deed of settlement; and
- (b) to give effect to certain provisions of the deed of settlement that settles the non-raupatu historical claims of Ngāti Hauā.

**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.

Handwritten initials 'KH' and a signature in the bottom right corner of the page.

**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 Ngāti Hauā, as recorded in the deed of settlement; and
  - (e) defines terms used in this Act, including key terms such as Ngāti Hauā and non-raupatu historical claims; and
  - (f) provides that the settlement of the non-raupatu historical claims is final; and
  - (g) provides for—
    - (i) the effect of the settlement of the non-raupatu historical claims on the jurisdiction of a court, tribunal, or other judicial body in respect of the non-raupatu 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) a protocol for taonga tūturu on the terms set out in the documents schedule; and
  - (b) a conservation relationship agreement; and
  - (c) a statutory acknowledgement by the Crown of the statements made by Ngāti Hauā 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 area; and

- (d) an overlay classification applying to certain areas of land; and
  - (e) the vesting in the trustees of the fee simple estate in certain cultural redress properties; and
  - (f) the establishment of a joint board to administer 2 reserves; and
  - (g) the vesting in the trustees of the fee simple estate in Te Tapui Scenic Reserve and the gifting back of the reserve for the people of New Zealand; and
  - (h) the establishment of a committee to perform specified functions in relation to certain land.
- (4) **Part 3** provides for commercial redress, including commercial redress property, deferred selection property, second right of deferred purchase property, and the right of first refusal over RFR land.
- (5) **Part 4** contains provisions relating to Te Taurapa o Te Ihingarangi ki Te Puaha o Waitete sub-catchment.
- (6) There are 4 schedules, as follows:
- (a) **Schedule 1** describes the statutory areas to which the statutory acknowledgement relates and, in 1 case, for which deeds of recognition are issued:
  - (b) **Schedule 2** describes the overlay area to which the overlay classification applies:
  - (c) **Schedule 3** describes the cultural redress properties:
  - (d) **Schedule 4** describes the land for which a committee is established under **subpart 6 of Part 2**:
  - (e) **Schedule 5** sets out provisions that apply to notices given in relation to RFR land.

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

- 7 **Summary of historical account, acknowledgements, and apology**
- (1) **Section 8** summarises in English and te reo Māori the historical account in the deed of settlement, setting out the basis for the acknowledgements and apology.

- (2) **Sections 9 and 10** record in English and te reo Māori the text of the acknowledgements and apology given by the Crown to Ngāti Hauā in the deed of settlement.
- (3) The acknowledgements and apology are to be read together with the historical account recorded in part 2 of the deed of settlement.

#### **8 Summary of historical account**

- (1) During the 1840s and 1850s, Ngāti Hauā established a strong economy centred on the thriving Christian community of Pe-ria. Their rangatira Wiremu Tamehana sought a constructive relationship with the Crown on issues of Māori governance. However, his attempts to engage with the Crown left him dissatisfied, and he supported the establishment of a Māori King to provide order and laws within Māori communities. He anointed the first Māori King, giving rise to the position of Tumuaki, a role of political and spiritual significance that endures to the present day.
- (2) Relations between the Crown and the Kīngitanga deteriorated over the early 1860s. In July 1863, Crown forces invaded the Waikato. As part of the Kīngitanga, Ngāti Hauā opposed the invasion of 1863 and 1864, and many were killed or wounded. The February 1864 attack by Crown forces on the unfortified agricultural settlement of Rangiaowhia aggrieved Wiremu Tamehana, who understood it should be a place of refuge for women, children, and the elderly.
- (3) In 1865, the Crown confiscated a large area of Waikato land, including the western part of the Ngāti Hauā rohe. The rautapu caused destitution within the Ngāti Hauā rohe and was a critical step towards Ngāti Hauā being left virtually landless.
- (4) In May 1865 at Tamahere, Wiremu Tamehana laid his taiaha at the feet of a British officer and signed te maungarongo (the covenant of peace). Until his death in 1866, he sought the return of the confiscated Waikato lands and an investigation into the causes of the war. In the late nineteenth and early twentieth centuries, his son Tupu Taingakawa continued to seek justice in his role as Tumuaki (Premier) of Te Kauhanganui.

- (5) From 1866, the Native Land Court operated within the Ngāti Hauā rohe, determining the owners of Māori land and converting customary title into title derived from the Crown. Legislation in force until 1873 limited the ownership of any land block to 10 or fewer individuals. Large areas of land awarded to Ngāti Hauā by the Court were sold by the individual owners, who could alienate their interests without reference to other members of their hapū or iwi. By the 1880s, private parties had acquired a large quantity of Ngāti Hauā land.
- (6) Crown purchasing activity further reduced Ngāti Hauā land holdings. In the early twentieth century, the Crown purchased the interests of some individual owners in the Matamata North block, having disregarded the owners' collective decision not to sell.
- (7) Ngāti Hauā lost further land in the nineteenth and twentieth centuries through public works takings for roading, railways, schools, and hydro-electric purposes. Ngāti Hauā have a long-standing grievance relating to the Crown's public works taking of land at Waharoa for aerodrome purposes in 1951. Pākehā settlement and colonisation resulted in significant changes to the landscape and waterways within the Ngāti Hauā rohe.
- (8) Ngāti Hauā consider that Crown actions and omissions since 1840 have caused them enduring harm. Today, the iwi is virtually landless.

*He whakaraapopotonga o nga korero tuku iho*

- (1) I roto i ngaa tau 1840, 1850 hoki, he nui te whai rawa o Ngaati Hauaa ki toona kaainga Karaitiana i tuu ki Peria. Ko taa too raatou rangatira a Wiremu Tamehana, he kimi i teetehi huaangatanga whaimana me Te Karauna ki ngaa take o te mana Maaori motuhake. Heoi anoo, ka noho anipaa tonu ia mai i aua whakapaatanga ki Te Karauna, noo reira ka tautokona e ia te whakatuunga i Te Kiingi Maaori, maana hei whakatau te tika me te ture ki roto o ngaa hapori Maaori. Naana te Kiingi Maaori tuatahi i whakawahi, ka kiia ai ia ko "Te Tumuaki", he mahi wairua, he mahi toorangapuu kei te haere tonu tae noa ki teenei raa.
- (2) I roto i ngaa tau toomua o ngaa tau 1860 ka kore haere te paatata o Te Kiingitanga me Te Karauna. Noo te Huurao o

te tau 1863 ka whakaekea ai a Waikato e ngaa hooia o Te Karauna. Naa tana piripono ki Te Kiingitanga, ka karohia e Ngaati Hauaa te whakaekenga o te tau 1863 me te tau 1864, he nui ngaa wharanga, ngaa taotuunga, ngaa mea i hemo. Ka nui te paapouri o Wiremu Tamehana i te whakaarikitanga o Rangiaowhia, ki a ia, he piringa te kaainga raa moo te hunga waahine, hunga tamariki, hunga kaumaatua hoki.

- (3) Noo te tau 1865, ka murua ai e Te Karauna teetehi waahi nui whakaharahara o te whenua o Waikato, tae atu ana ki te tuauru o te rohe o Ngaati Hauaa. Naa te raupatu i raungaiti ai a Ngaati Hauaa, he take nui i tata whenua-kore ai a ia.
- (4) Noo te Mei o te tau 1865 i Tamahere, ka whakatakotoria ai e Wiremu Tamehana tana taiaha ki ngaa rekereke o teetehi aapiha Paakehaa, ka hainatia ai “Te Maungaarongo” (he kawenata o te rangimaarie). Tae noa ki tana matenga i te tau 1866, ka whakapaua ai e ia oona kaha kia whakahokia ngaa whenua o Waikato i murua, me te whakatuu i teetehi uiui i ngaa take o te pakanga. I ngaa tau mutunga o te rautau tekau maa iwa, me ngaa tau tiimatatanga o te rautau rua tekau ko taa tana tama, taa Tupu Taingaakawa he kimi tonu i te huarahi ki te tika, mai i taana tuunga hei Tumuaki (Piriimia) o Te Kauhanganui.
- (5) Mai i te tau 1866 ka tuu Te Kooti Whenua Maaori ki roto o te rohe o Ngaati Hauaa, ko taana he whakarite ko wai ngaa uri whenua, he whakarerekee i te taitara Maaori ki te taitara mai i Te Karauna. Naa te ture i tuuria tae noa ki te tau 1873 ka tekau noa ai ngaa uri whenua o teetehi poraka whenua, ka taea hoki e taua tekau te hoko aa raatou paanga hei aha koa ngaa whakaaro o eetehi atu o too raatou hapuu, iwi raanei. Tae noa ki ngaa tau 1860 ka riro te nui o ngaa whenua o Ngaati Hauaa i te hoko paraiweti.
- (6) Naa te hoko a te Karauna hoki i riro ai te pupuru a Ngaati Hauaa i oona whenua. I te tiimatatanga o te rautau rua tekau ka hokona e Te Karauna ngaa paanga o eetehi uri whenua i te poraka o Te Raki o Matamata, me te kore e aro ki te whakataunga a te huinga o ngaa uri whenua kia kua aua whenua nei e hokona.
- (7) Ka riro anoo eetehi whenua o Ngaati Hauaa i te tangohanga e te ture mahinga aa-iwi whaanui hei rori, hei rerewee, hei kura, hei paapuni hiko hoki. He take paapouri tuuroa taa

Ngaati Hauaa o runga i te rironga o te whenua i Waharoa hei papa rererangi i te tau 1951. Naa te whakaarikitanga me te nohoanga i nui ai te rerekee o te takiwaa me ngaa rerenga wai o te rohe o Ngaati Hauaa.

- (8) Ki taa Ngaati Hauaa whakapono, naa ngaa mahi, me te kore e aro a Te Karauna i roa ai te raruraru nui o runga i a ia mai anoo i te tau 1840, ki teenei raa kua tata whenua-kore te iwi.

## 9 Acknowledgements

- (1) In the Waikato-Tainui Deed of Settlement and the Waikato Raupatu Claims Settlement Act 1995, the Crown acknowledged the grave injustice of its actions during the Waikato War of 1863–1864 upon 33 groups descending from the Tainui waka, including Ngāti Hauā. In particular, the Crown acknowledged that its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kīngitanga, which included Ngāti Hauā, in sending its forces across the Mangatawhiri River in July 1863, and in occupying and subsequently confiscating land in the Waikato region, and that these actions resulted in Ngāti Hauā being unfairly labelled as rebels.
- (2) In the Waikato-Tainui Waikato River Deed of Settlement signed in 2009 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, the Crown acknowledged that—
- (a) in occupying and subsequently confiscating Waikato land, it unjustly, and in breach of the Treaty of Waitangi, denied the hapū of Waikato-Tainui, including Ngāti Hauā, their rights and interests in, and mana whakahaere over, the Waikato River; and
  - (b) for Waikato-Tainui, including Ngāti Hauā, their relationship with, and respect for, the Waikato River gives rise to their responsibilities to protect the mana and mauri of the River and exercise their mana whakahaere in accordance with their long-established tikanga; and
  - (c) the deterioration of the health of the Waikato River, including Ngāti Hauā, while under the authority of the Crown, has been a source of distress for the people of Waikato-Tainui; and

- (d) the Crown respects the deeply felt obligation of Waikato-Tainui, including Ngāti Hauā, to protect te mana o te awa.
- (3) The Crown hereby recognises those grievances and acknowledges that it has failed for many years to deal with the remaining long-standing grievances of Ngāti Hauā in an appropriate way and that recognition of those grievances is long overdue. Accordingly, it now makes the following further acknowledgements.
- (4) The Crown acknowledges—
- (a) that Ngāti Hauā suffered a prolonged period of disruption during the armed conflicts of the 1860s, suffering loss of life during the First Taranaki War of 1860–1861, and the Waikato War of 1863–1864; and
  - (b) that after the Crown invaded the Waikato in 1863, many Ngāti Hauā were drawn into armed conflict in defence of Kīngitanga lands through their involvement in the Kīngitanga; and
  - (c) the sense of grievance felt by Ngāti Hauā when Crown forces attacked and burned the agricultural settlement of Rangiaowhia on 21 February 1864. Women and children of Ngāti Hauā were present at Rangiaowhia when Crown forces attacked the settlement; and
  - (d) that, as part of its military operations during the Waikato War, Crown forces occupied land in the Ngāti Hauā rohe, including sites of significance to Ngāti Hauā; and
  - (e) that Ngāti Hauā suffered significant economic loss and social disruption when it left its homes and cultivations in the aftermath of the Crown's confiscation of Waikato land in 1864; and
  - (f) the sense of grievance suffered and the distress caused to generations of Ngāti Hauā who felt the iwi and its leaders, including Wiremu Tamehana, were unfairly considered to be rebels during the 1860s.
- (5) The Crown has previously recognised that the Kīngitanga continued to sustain the people since the raupatu, and its leaders have petitioned the Crown for justice and for the return of land since 1865. The Crown particularly acknowledges the despair and frustration it caused Wiremu Tamehana and Ngāti Hauā

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because it did not agree to Tamehana's requests to establish an inquiry into the causes of the war and to return to Ngāti Hauā all of the lands it had confiscated.

- (6) The Crown acknowledges that—
- (a) it did not consult Ngāti Hauā about the introduction of the native land laws; and
  - (b) the resulting individualisation of land tenure was inconsistent with Ngāti Hauā tikanga; and
  - (c) the operation and impact of the native land laws, in particular the award of land to individual Ngāti Hauā and the enabling of individuals to deal with that land without reference to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This undermined the traditional tribal structures, mana, and rangatiratanga of Ngāti Hauā, which were based on collective tribal and hapū custodianship of the land. The Crown failed to protect those collective tribal structures, which had a prejudicial effect on Ngāti Hauā and was a breach of the Treaty of Waitangi and its principles.
- (7) The Crown acknowledges that,—
- (a) between 1866 and 1873, Ngāti Hauā were awarded interests in several land blocks in the names of only 10 owners who were able to act as absolute owners, rather than for or on behalf of Ngāti Hauā; and
  - (b) by 1884, some owners of Matamata, Puketutu, and Hinuera 1 sold their interests against the wishes of the other owners; and
  - (c) by allowing these individuals to sell Ngāti Hauā land in these blocks, the native land legislation did not reflect the Crown's obligation to actively protect the interests of Ngāti Hauā in these blocks, and this was a breach of the Treaty of Waitangi and its principles.
- (8) The Crown acknowledges that, in purchasing over 1 400 acres of Matamata North between 1918 and 1930 from individuals, it disregarded the collective decision of the Ngāti Hauā owners not to sell their land, and that this was a breach of the Treaty of Waitangi and its principles.
- (9) The Crown acknowledges that the cumulative effect of the Crown's actions and omissions, particularly its confiscation of

Ngāti Hauā land after the Waikato War, the operation and impact of its native land laws, Crown and private purchasing, and takings under public works legislation, has left Ngāti Hauā virtually landless. The Crown's failure to ensure Ngāti Hauā had sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.

- (10) The Crown acknowledges that Ngāti Hauā experienced land loss as a result of takings by the Crown for public works, including lands taken for railway purposes in the nineteenth and twentieth centuries.
- (11) The Crown acknowledges that—
  - (a) it did not consult Ngāti Hauā before surveying their land at Waharoa for a military aerodrome in 1942. The aerodrome was retained for civil purposes after World War II; and
  - (b) the Ngāti Hauā owners objected to the Crown taking the aerodrome land under public works legislation in 1951, on the basis that they had a strong understanding that the land would be returned to them at the end of the war; and
  - (c) to this day, the Waharoa land has remained alienated, and this has been an ongoing source of grievance and sorrow for the original owners and their descendants and for Ngāti Hauā as a whole.
- (12) The Crown acknowledged, in the Waikato-Tainui Waikato River Deed of Settlement signed in 2009 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, that the hapū of Waikato-Tainui, including Ngāti Hauā, were denied rights and interests in, and mana whakahaere over, the Waikato River. The Crown hereby recognises those grievances, and also acknowledges—
  - (a) that the development of hydroelectric dams on the parts of the Waikato River within the rohe of Ngāti Hauā has been a source of great distress to Ngāti Hauā and has resulted in the submerging of an urupā reserve containing precious tapu rocks dating back to the battle of Taumatawiiwii.
- (13) The Crown acknowledges that, over time, Ngāti Hauā have lacked opportunities for economic, social, and cultural devel-

opment and that, in many cases, this has had a detrimental effect on their material, cultural, and spiritual well-being.

*He Whakaaturanga*

- (1) I te Whakataunga o Waikato-Tainui me te Ture Whakatau i te Kereeme Raupatu a Waikato-Tainui 1995 e whakaatu ana Te Karauna i toona hara nui i te waa o te pakanga i Waikato i ngaa tau 1863-1864 ki ngaa hunga e toru tekau maa toru noo te waka o Tainui, tae atu ana ki a Ngaati Hauaa. Ecrangi rawa ia, e whakaatu ana anoo Te Karauna i te hee o oona maan-gai me aana kaitohutohu, ki te takahi i Te Tiriti o Waitangi i aana whakapaanga ki Te Kiingitanga, tae atu ana ki a Ngaati Hauaa, i tana tuku i ana hooia ki te whakawhiti i te Awa o Man-gataawhiri i te Huurac o te tau 1863, aa, noo te nohoanga me te raupatu i ngaa whenua o Waikato rohe o muri mai, ka puta ai te hee o te kii he whakakeke a Ngaati Hauaa.
- (2) I te Whakataunga o Te Awa o Waikato o te tau 2009 me te Ture Whakatau i ngaa Kereeme a Waikato-Tainui (Te Awa o Waikato) 2010 e whakaatu ana Te Karauna—
  - (a) i te hee o tana noho tonu me tana raupatu i ngaa whenua o Waikato i muri mai, ka takahia ai e ia Te Tiriti o Waitangi, ka whakakorehia ai hoki ngaa mootika, ngaa paanga, me te mana whakahaere o ngaa hapuu o Waikato-Tainui, tae atu ana ki a Ngaati Hauaa, i Te Awa o Waikato:
  - (b) moo Waikato-Tainui, tae atu ana ki a Ngaati Hauaa, naa too raatou huaangatanga me too raatou whakaawe ki Te Awa o Waikato i tupu ake ai aa raatou kawenga ki te manaaki i te mana me te mauri o Te Awa, heoti raa too raatou mana whakahaere e ai ki aa raatou tikanga mai raa anoo:
  - (c) ko te takakino i te ora o Te Awa o Waikato, tae atu ana ki a Ngaati Hauaa, i te waa i raro i te mana o Te Karauna, kua noho teenei hei tuuaapapa moo te manawapaa o te iwi o Waikato-Tainui:
  - (d) e whakaawe ana Te Karauna i te hoohonu o ngaa here o Waikato-Tainui, otiraa o Ngaati Hauaa ki te manaaki i te mana o Te Awa.
- (3) Noo reira, kei te maarama Te Karauna ki aua wharanga nei, aa, e whakaatu ana ia i toona hee i roto i ngaa tau maha tonu ki te

whakarite tootika tuuturu i ngaa wharanga tuuroa o runga i a Ngaati Hauaa, aa, kua roa rawa te kore e whai whakaritenga o aua wharanga nei. Waihoki, e whai ake nei eetehi atu whakaaturanga aana.

- (4) E whakaatu ana Te Karauna—
- (a) he nui, he roa ngaa poorarururutanga kua paa ki a Ngaati Hauaa mai i ngaa pakanga o ngaa tau 1860, ngaa parekura i paa i te pakanga tuatahi ki Taranaki i te 1860–1861 me te pakanga ki Waikato i te 1863–1864:
  - (b) noo muri i te whakaekenga a Te Karauna i a Waikato i te tau 1863, naa oo raatou here ki Te Kiingitanga, ka kumea ai te tokomaha o Ngaati Hauaa ki te pakanga, ki te kaupare ake i te whakaekenga o ngaa whenua o Te Kiingitanga:
  - (c) ki te wharanga nui anoo o Ngaati Hauaa i te whakaekenga o ngaa hooia o Te Karauna i te kaainga ahuwhenua o Rangiaowhia, me toona tahu ki te ahi i te 21 o Peepuere, i te tau 1864. I reira te hunga waahine, te hunga tamariki o Ngaati Hauaa i te waa i whakekea a Rangiaowhia e ngaa hooia o Te Karauna:
  - (d) mai i ngaa mahi a ana taua i te pakanga ki Waikato, ka noohia e ngaa hooia o Te Karauna he whenua o roto o te rohe o Ngaati Hauaa, tae atu ana ki eetehi o oona waahi whaimana:
  - (e) he wharanga nui i a Ngaati Hauaa ki oona rawa aa-oohanga, ki toona ora aa-paapori i te tauwehenga i oona kaainga, i aana maara kai mai i te murunga e Te Karauna o ngaa whenua o Waikato i te tau 1864:
  - (f) he nui te wharanga me te manawapaa ki ngaa whakatupuranga o Ngaati Hauaa, i taamau i te kiinga ko oo raatou rangatira, eerangi rawa ia ko Wiiremu Tamehana, he whakakeke i te waa o ngaa tau 1860.
- (5) Kua whakaaturia kee e Te Karauna ko taa Te Kiingitanga mai anoo i te raupatu, he manaaki tonu i te iwi, aa ko taa oona rangatira mai anoo he petihana i Te Karauna ki te tika, me te whakahoki i te whenua mai i te tau 1865. He tino whakaaturanga anoo naa Te Karauna naana tonu i manawapaa ai, naana hoki i pooraruru ai a Wiiremu Tamehana me Ngaati Hauaa i tana kore e whakaae ki ngaa tonu a Tamehana ki te whakatuu

uiuīngā moo ngāa puutake o te pakanga, me te whakahoki ki a Ngaati Hauaa oona whenua i murua.

- (6) E whakaatu ana Te Karauna—
- (a) kaaore ia i whakapaa ki a Ngaati Hauaa moo te whakarite i ngāa ture whenua Maaori:
  - (b) ko taana tuku i te mana o te whenua ki te tangata kotahi, kaaore i piri ki ngāa tikanga o Ngaati Hauaa:
  - (c) ko te whakahaerenga me te paanga o ngāa ture whenua Maaori, eerangi rawa ia te tuku i te whenua ki te tangata kotahi o Ngaati Hauaa me te whakaahei i taua tangata kotahi ki te whakahaere i taua whenua i runga i te kore e whai paanga o te iwi, o te hapuu raanei, he whakamaamaa teenei i te whakawehewehenga, i te waawaahi, i te rironga o aua whenua. Naa reira te rangatiratanga, te mana, ngāa whakahaerenga tuuturu o te iwi o Ngaati Hauaa i whara ai. Ko te tuuaapapa o taua iwitanga ko toona kaitiakitanga aa-hapuu, aa-iwi. Kaaore Te Karauna i tiaki pai i aua tikanga-aa-iwi, ka mutu, ko teenei wharanga nui ki runga o Ngaati Hauaa, he takahi anoo hoki i Te Tiriti o Waitangi me oona maataapono.
- (7) E whakaatu ana Te Karauna—
- (a) i ngāa tau 1866 ki te 1873 ka tukua ki a Ngaati Hauaa he paanga ki eeteahi poraka whenua maha, ka tekau noa iho ngāa uri whenua, noo raatou anahe te tino mana o aua whenua kaaore kau he paanga o Ngaati Hauaa whaanui:
  - (b) ki te tau 1884 ka hokona e eeteahi o ngāa uri whenua o Matamata, o Puketutu, me Hinuera aa raatou paanga, hei aha koa ngāa hiahia o eeteahi atu o ngāa uri whenua:
  - (c) naa te whakaae a Te Karauna kia hokona e aua taangata nei te whenua o Ngaati Hauaa ki eenei poraka, kaaore te ture whenua Maaori i whai i te here a Te Karauna ki te tiaki i ngāa paanga o Ngaati Hauaa ki aua poraka nei, he takahi anoo teenei i Te Tiriti o Waitangi me oona maataapono.
- (8) E whakaatu ana anoo Te Karauna naa tana hoko i ngāa eka 1 400 neke atu i te Raki o Matamata i ngāa tau 1918, ki te 1930 mai i eeteahi taangata, he haukoti taana i te whakataunga a ngāa uri whenua o Ngaati Hauaa kia kaa rawa oo raatou

whenua e hokona, he takahi anoo teenei i Te Tiriti o Waitangi me oona maataapono.

- (9) E whakaatu ana Te Karauna ko ngaa paanga hui katoa o aana mahi, eerangi rawa ia te raupatu i ngaa whenua o Ngaati Hauaa i muri mai o te pakanga ki Waikato, te whakahaere me nga paanga o ana ture whenua Maaori, te hoko a Te Karauna me te hoko paraiweti me ngaa murunga i raro o ngaa ture mahinga o te iwi whaanui, kua noho tata kore-whenua a Ngaati Hauaa. Ko taa Te Karauna kore e whakarite whenua e whai ora ai a Ngaati Hauaa moo teenei waa ahua, he takahi i Te Tiriti o Waitangi me oona maataapono.
- (10) E whakaatu ana Te Karauna naa ngaa murunga whenua a Te Karauna moo ngaa mahinga a te iwi whaanui, tae atu ana ki ngaa whenua i murua moo ngaa take rerewee i roto i ngaa rautau tekau maa iwa, rua tekau hoki, ka noho whenua kore a Ngaati Hauaa.
- (11) E whakaatu ana Te Karauna:
- (a) kaaore ia i whakapaa atu ki a Ngaati Hauaa i mua i te ruuri i oo raatou whenua i Waharoa hei papa rererangi moo te ope taua i te tau 1942. Ka mutu te pakanga ka mau tonu te papa rererangi ki ngaa take o te hapori:
  - (b) i whakaheengia e ngaa uri whenua o Ngaati Hauaa Te Karauna me taana murunga i te whenua o te papa rererangi i raro i te ture mahinga o te iwi whaanui i te tau 1951, ko te take ko too raatou whakapono ka mutu te pakanga ka whakahokia mai te whenua:
  - (c) ki teenei raa kei te raawaho tonu te whenua i Waharoa, kua noho tonu teenei hei take paamamae, hei manawapaatanga moo ngaa tuupuna, moo oo raatou uri whenua, aa, moo Ngaati Hauaa whaanui.
- (12) Kei te Whakataunga o Te Awa o Waikato 2009 moo Waikato-Tainui me te Ture Whakataua i ngaa Kereeme Raupatu o Waikato-Tainui (Te Awa o Waikato) 2010, te whakaaturanga a Te Karauna ka riro ngaa mootika, ngaa paanga me te mana whakahaere i Te Awa o Waikato o ngaa hapuu o Waikato-Tainui, tae atu ana ki a Ngaati Hauaa. Noo reira kei te maarama ki Te Karauna aua manawapaa aa e whakaatu ana anoo ia:

- (a) naa te whakatuuranga o ngaa paapuni hiko ki runga o Te Awa o Waikato, i te rohe o Ngaati Hauaa ka tino manawapaa a Ngaati Hauaa, ko toona hua ko te ngaromanga ki te wai o teetehi urupaa me eetehi toka tapu noo te waa o te pakanga o Taumatawiiwii.
- (13) E whakaatu ana Te Karauna, i roto i te waa, kua kore a Ngaati Hauaa e whai waahi ki ngaa huarahi aa-oohanga, aa-paapori, aa-ahurea hoki, aa, i eetehi waahi, he tino kino ngaa whakaputanga ki too raatou oranga, aa-rawa, aa-ahurea, aa-wairua hoki.

## 10 Apology

- (1) The Crown makes this apology to Ngāti Hauā, to their ancestors, and to their descendants—
- (a) the Crown is deeply sorry for its breaches of the Treaty of Waitangi and its principles, which have left Ngāti Hauā virtually landless. The Crown profoundly regrets that the loss of land has undermined the social and traditional structures of Ngāti Hauā, and your ability to exercise customary rights and responsibilities over resources and sites of significance in your rohe; and
- (b) the Crown recognises that the burden of pursuing justice for the Crown's wrongs has been the work of generations of Ngāti Hauā. Wiremu Tamehana began Ngāti Hauā's pursuit of justice, and his petitions speak to this day of the great prejudice Ngāti Hauā suffered at the hands of the Crown. Since the days of Wiremu Tamehana and his son Tupu Taingakawa, your iwi has a long tradition of seeking a meaningful relationship with the Crown in accordance with the Treaty of Waitangi and its principles; and
- (c) the Crown has for too many years failed to respond to your grievances in an appropriate and meaningful way, and profoundly apologises for its past failures to acknowledge the mana and rangatiratanga of Ngāti Hauā and its leaders; and
- (d) the Crown sincerely hopes this settlement will mark the beginning of a new relationship between the Crown and

Ngāti Hauā founded on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

*He whakapaaha*

- (1) Ko ia teenei te whakapaaha a Te Karauna ki a Ngaati Hauaa, ki oo raatou tuupuna, ki oo raatou uri—
- (a) ka nui te pouiri o Te Karauna moona i takahi nei i Te Tiriti o Waitangi me oona maataapono, naa reira i noho tata kore-whenua ai a Ngaati Hauaa. Ka nui hoki te whakapaaha a Te Karauna moo te rironga o te whenua i raruraru nui ai ngaa tuuaapapa aa-papori, aa-ahurea o Ngaati Hauaa, me too koutou aahei ki te whakahaere i aa koutou tikanga aa-iwi me aa koutou kawenga aa-mana whakahaere ki runga o aa koutou rawa me ngaa waahi mana o too koutou rohe:
- (b) kei te maarama Te Karauna ki te toimaha o te whai a ngaa whakatupuranga o Ngaati Hauaa ki te whakatika i ngaa hee a Te Karauna. Naa Wiremu Tamehana i kookiri, aa taka mai ki teenei raa, kei aana petihana ngaa whakamaarama moo ngaa whakaparahako a Te Karauna ki runga i a Ngaati Hauaa. Mai i te waa i a Wiremu Tamehana me taana tama a Tupu Taingaakawa, kei too koutou iwi taua tikanga mauroa o te whai huaangatanganga tuuturu me Te Karauna i raro i Te Tiriti me oona maataapono:
- (c) ka whia tau nei Te Karauna e kore e whakautu ana i aa koutou whakapae i runga i te tootika tuuturu, noo reira ka nui taana whakapaaha moo toona hee ki te kore e whakahoore i te mana me te rangatiratanga o Ngaati Hauaa me oona rangatira:
- (d) kei te tino tuumanako Te Karauna ka noho teenei whakataunga hei tohu i te tiimatatanga o teetehi huaangatanganga i waenga i Te Karauna me Ngaati Hauaa, ko toona tuuaapapa, ko te piripono a teetehi ki teetehi, ko te mahi ngaatahi, me te whakaawe ki Te Tiriti o Waitangi me oona maataapono.

*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

**commercial redress property** has the meaning given in **section 100**

**Commissioner of Crown Lands** means the Commissioner of Crown Lands appointed under 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 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

**cultural redress property** has the meaning given in **section 56**

**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 {date} and signed by—
- (i) the Honourable {name of Minister}, Minister for Treaty of Waitangi Negotiations, and {names of others, if any, and portfolio}, for and on behalf of the Crown; and
  - (ii) {names of iwi signatories}, for and on behalf of Ngāti Hauā; and
  - (iii) {names of governance entity signatories}, being the trustees of Ngāti Hauā Iwi Trust; 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 100**

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

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

**early release cultural property** means each property described in part 3 of the property redress schedule

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

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

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

**LINZ** means Land Information New Zealand

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

**member of Ngāti Hauā** 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

**Ngāti Hauā Iwi Trust** means the trust of that name established by a trust deed dated 16 July 2013

**non-raupatu historical claims** has the meaning given in **section 14**

**overlay classification** has the meaning given in **section 41**

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

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

**Registrar-General** means the Registrar-General of Land appointed under 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 Ngāti Hauā; or
  - (iii) 1 or more of the whānau, hapū, or groups referred to in **section 13(1)(c)**

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

**reserve property** has the meaning given in **section 56**

**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 2 of Part 3**

**RFR land** has the meaning given in **section 106**

**second right of deferred purchase property** has the meaning given in **section 100**

**settlement date** means the date that is 20 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

**trustees of Ngāti Hauā Iwi Trust** and **trustees** mean the trustees, acting in their capacity as trustees, of Ngāti Hauā Iwi 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 a Sunday, the following Monday;
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year;
- (d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

### 13 Meaning of Ngāti Hauā

(1) In this Act, **Ngāti Hauā**—

- (a) means the collective group composed of individuals who are descended from an ancestor of Ngāti Hauā; and
- (b) includes those individuals; and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals, including the following groups:
  - (i) Ngāti Te Oro;
  - (ii) Ngāti Werewere;
  - (iii) Ngāti Waenganui;
  - (iv) Ngāti Te Rangitaupi;
  - (v) Ngāti Rangi Tawhaki.

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

**ancestor of Ngāti Hauā** means an individual who—

- (a) exercised customary rights by virtue of being descended from—
  - (i) Hauā; or

- (ii) any other recognised ancestor of a group referred to in part 8 of the deed of settlement; and
- (b) exercised the customary rights predominantly in relation to the area of interest at any time after 6 February 1840

**area of interest** means the area shown as the Ngāti Hauā 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 Ngāti Hauā tikanga.

#### 14 Meaning of non-raupatu historical claims

- (1) In this Act, **non-raupatu 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 non-raupatu historical claims are every claim that Ngāti Hauā 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 non-raupatu historical claims include—
- (a) a claim to the Waitangi Tribunal that relates exclusively to Ngāti Hauā or a representative entity, including each of the following claims, to the extent that **subsection (2)** applies to the claim:
    - (i) Wai 306, Ngāti Hauā Land claim; and
    - (ii) Wai 1017, Ngāti Hauā Land and Resources claim; and
  - (b) any other claim to the Waitangi Tribunal to the extent that **subsection (2)** applies to the claim and the claim relates to Ngāti Hauā or a representative entity.
- (4) However, the non-raupatu historical claims do not include—
- (a) Raupatu claims as defined in section 8(1) of the Waikato Raupatu Claims Settlement Act 1995; or
  - (b) Raupatu claims as defined in section 88(2) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; or
  - (c) a claim that a member of Ngāti Hauā, or a whānau, hapū, or group referred to in **section 13(1)(c)**, had or may have that is founded on a right arising by virtue of being descended from an ancestor who is not an ancestor of Ngāti Hauā; or
  - (d) a claim that a representative entity had or may have that is based on a claim referred to in **paragraph (c)**.
- (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.

*Non-raupatu historical claims settled and  
jurisdiction of courts, etc, removed*

**15 Settlement of non-raupatu historical claims final**

- (1) The non-raupatu historical claims are settled.
- (2) The settlement of the non-raupatu 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 non-raupatu 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.

*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 “Ngāti Hauā Claims Settlement Act **2013, section 15(4) and (5)**”.

*Resumptive memorials no longer to apply*

**17 Certain enactments do not apply**

- (1) The enactments listed in **subsection (2)** do not apply—
- (a) to a cultural redress property; or
  - (b) to a commercial redress property; or
  - (c) to a deferred selection property on and from the date of its transfer to the trustees; or
  - (d) to a second right of deferred purchase property on and from the date of its transfer to the trustees; or
  - (e) to an early release cultural property; or
  - (f) to the RFR land; or
  - (g) for the benefit of Ngāti Hauā or a representative entity.
- (2) The enactments are—
- (a) Part 3 of the Crown Forest Assets Act 1989;
  - (b) sections 211 to 213 of the Education Act 1989;
  - (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;

- (d) sections 27A to 27C of the State-Owned Enterprises Act 1986;
- (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

**18 Resumptive memorials to be cancelled**

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register for, each allotment that—
  - (a) is all or part of—
    - (i) a cultural redress property;
    - (ii) a commercial redress property;
    - (iii) a deferred selection property;
    - (iv) a second right of deferred purchase property;
    - (v) an early release cultural property;
    - (vi) the RFR land; and
  - (b) is subject to a resumptive memorial recorded under any enactment listed in **section 17(2)**.
- (2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after—
  - (a) the settlement date, for a cultural redress property, an early release cultural property, a commercial redress property, or the RFR land; or
  - (b) the date of transfer of the property to the trustees, for a deferred selection property or a second right of deferred purchase property.
- (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) the Ngāti Hauā Iwi Trust may exist in law; or
    - (ii) the trustees may hold or deal with property or income derived from property; and
  - (b) do not apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Ngāti Hauā Iwi 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—Protocol and conservation relationship agreement****21 Interpretation**

In this subpart,—

**protocol—**

- (a) means the taonga tūturu protocol issued under **section 23(1)(a)**; and

- (b) includes any amendments to the taonga tūturu protocol made under **section 23(1)(b)**

**responsible Minister** means,—

- (a) for the protocol, the Minister for Arts, Culture and Heritage;
- (b) for the conservation relationship agreement, the Minister of Conservation

**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.

## 22 Taonga tūturu protocol

The protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

### *General provisions applying to protocol*

## 23 Issuing, amending, and cancelling protocol

- (1) The responsible Minister—
  - (a) must issue the protocol to the trustees on the terms set out in part 2 of the documents schedule; and
  - (b) may amend or cancel the protocol.
- (2) The responsible Minister may amend or cancel the protocol at the initiative of—
  - (a) the trustees; or
  - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel the protocol only after consulting, and having particular regard to the views of, the trustees.

## 24 Protocol subject to rights, functions, and duties

The protocol does not restrict—

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

- (i) introduce legislation and change Government policy; and
- (ii) interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of a responsible Minister or a department of State; or
- (c) the legal rights of Ngāti Hauā or a representative entity.

## 25 Enforcement of protocol

- (1) The Crown must comply with the protocol while it is in force.
- (2) If the Crown fails to comply with the protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.
- (3) Despite **subsection (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with the protocol.
- (4) To avoid doubt,—
  - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of the protocol; and
  - (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

### *Conservation relationship agreement*

## 26 Conservation relationship agreement

The Minister of Conservation, the Director-General of Conservation, and the trustees must enter into the conservation relationship agreement set out in part 4 of the documents schedule.

### Subpart 2—Statutory acknowledgement and deed 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 Ngāti Hauā of their particular cultural, historical, spiritual, and traditional association with the statutory area; and
- (b) set out in part 6 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 1**, the general location of which is indicated on the deed plan for that area

**statutory plan**—

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

- (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, in accordance with **sections 30 to 32**; and
- (b) 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

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to the trustees, in accordance with **sections 33 and 34**;  
and

- (c) enable the trustees and any member of Ngāti Hauā to cite the statutory acknowledgement as evidence of the association of Ngāti Hauā 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 Historic Places Trust and Environment Court to have regard to statutory acknowledgement**

- (1) This section applies to an application made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy,

damage, or modify an archaeological site within a statutory area.

- (2) On and from the effective date, the Historic Places Trust must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application.
- (3) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area—
  - (a) in determining whether the trustees are persons directly affected by the decision; and
  - (b) in determining, under section 20 of the Historic Places Act 1993, an appeal against a decision of the Historic Places Trust in relation to the application.
- (4) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.

### **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 Ngāti Hauā may, as evidence of the association of Ngāti Hauā with a statutory area, cite the statutory acknowledgement that relates to that area in submis-

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- sions concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—
- (a) the relevant consent authorities; or
  - (b) the Environment Court; or
  - (c) the Historic Places Trust; or
  - (d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) the bodies referred to in **subsection (1)**; or
  - (b) parties to proceedings before those bodies; or
  - (c) any other person who is entitled to participate in those proceedings.
- (3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.
- (4) To avoid doubt,—
- (a) neither the trustees nor members of Ngāti Hauā are precluded from stating that Ngāti Hauā 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 area listed in **Part 2 of Schedule 1**.
- (2) The Minister of Conservation and the Director-General must issue a deed of recognition in the form set out in part 7 of the documents schedule for the statutory area.
- (3) The Commissioner of Crown Lands must issue a deed of recognition in the form set out in part 7 of the documents schedule for the statutory area.
- (4) The persons who issue the deeds of recognition may amend the deeds, 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 deeds 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) The deeds of recognition—
- (a) apply only to the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but
  - (b) do 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 deeds 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 Ngāti Hauā 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 deeds of recognition do not—
- (a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or
  - (b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.
- (2) This section is subject to the other provisions of this subpart.

*Consequential amendment to Resource  
Management Act 1991*

**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 “Ngāti Hauā Claims Settlement Act **2013**”.

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

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- (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 the overlay area

**protection principles** means the principles set out for the overlay area in part 5 of the documents schedule, or as those principles are amended under **section 44(3)**

**specified actions** means the actions set out for the overlay area in part 5 of the documents schedule

**statement of values** means the statement—

- (a) made by Ngāti Hauā of their values relating to their cultural, historical, spiritual, and traditional association with the overlay area; and
- (b) set out in part 5 of the documents schedule.

**42 Declaration of overlay classification and the Crown's acknowledgement**

- (1) The area described in **Schedule 2** is declared to be subject to the overlay classification.
- (2) The Crown acknowledges the statement of values for the overlay area.

**43 Purposes of overlay classification**

The only purposes of the overlay classification are to—

- (a) require the New Zealand Conservation Authority and relevant Conservation Boards to comply with the obligations in **section 45**; and
- (b) enable the taking of action under **sections 46 to 51**.

**44 Agreement on protection principles**

- (1) The trustees and the Minister of Conservation may agree on, and publicise, protection principles that are intended to prevent the values stated in the statement of values for the overlay area from being harmed or diminished.
- (2) The protection principles are to be treated as having been agreed by the trustees and the Minister of Conservation.

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- (3) The trustees and the Minister of Conservation may agree in writing any amendments to the protection principles.

**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 the 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 the 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) the statement of values for the area; and
    - (ii) 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 the 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 the 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.

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**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 area; and
  - (b) the protection principles for the overlay area.
- (2) Any amendment to the protection principles agreed under **section 44(3)** 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 the 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 the 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:

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- (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 the overlay area;
- (c) to create offences for breaches of regulations made under **paragraph (b)**;
- (d) to prescribe the following fines:
  - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$5,000; and
  - (ii) for a continuing offence, an additional amount not exceeding \$50 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 the overlay area;
- (c) to create offences for breaches of bylaws made under **paragraph (b)**;
- (d) to prescribe the following fines:
  - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$1,000; and
  - (ii) for a continuing offence, an additional amount not exceeding \$50 for every day on which the offence continues.

#### 52 Existing classification of overlay site

The overlay classification does not affect the classification of the overlay area as a reserve under the Reserves Act 1977.

#### 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 the overlay area is no longer subject to the overlay classification.

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- (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, the overlay area.
- (2) This section is subject to the other provisions of this subpart.

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Subpart 4—Vesting of cultural redress  
properties

**56 Interpretation**

In this subpart,—

**cultural redress property** means each of the following properties, and each property means the land of that name described in **Schedule 3**:

- (a) Gordon Gow Scenic Reserve;
- (b) Maungakawa;
- (c) Pukemako site A;
- (d) Pukemako site B

**Pukemako reserve** has the meaning given in **section 62(6)**

**reserve property** means each of the cultural redress properties.

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

**57 Gordon Gow Scenic Reserve**

- (1) The reservation of Gordon Gow Scenic Reserve as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Gordon Gow Scenic Reserve vests in the trustees.
- (3) Gordon Gow Scenic Reserve is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve is named Gordon Gow Scenic Reserve.

**58 Maungakawa**

- (1) The reservation of Maungakawa (being part of Te Tapui Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Maungakawa vests in the trustees.
- (3) Maungakawa is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve is named Maungakawa Scenic Reserve.

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- (5) **Subsections (1) to (4)** do not take effect until the trustees have provided the Crown with a registrable right of way easement in gross in favour of the Minister of Conservation on the terms and conditions set out in part 3 of the documents schedule.
- (6) Despite the provisions of the Reserves Act 1977, the easement—
- (a) is enforceable in accordance with its terms; and
  - (b) is to be treated as having been granted in accordance with that Act.

**59 Pukemako site A**

- (1) This section applies subject to **section 60**.
- (2) The reservation of Pukemako site A (being Maungakawa Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (3) The fee simple estate in Pukemako site A vests in the trustees.
- (4) Pukemako site A is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (5) The reserve is named Pukemako Scenic Reserve.

**60 Vesting and alternative description of Pukemako site A in specified circumstances**

- (1) In this section, **exchange agreement** means the agreement for an exchange of land relating to parts of Pukemako site A between Cornelius Willem Keiser, Eleanor Beatrice Thomass, and Her Majesty the Queen dated 10 September 2012.
- (2) If the exchange of land is completed before the settlement date, the matters specified in **section 59** proceed under that section in relation to Pukemako site A described in **Part 1 of Schedule 3**.
- (3) If the exchange of land is completed on or after the settlement date,—
- (a) the description of Pukemako site A in **Part 1 of Schedule 3** applies; and

- (b) the site is vested subject to, and has the benefit of, any interests affecting the land that exist on the day that the vesting occurs; and
  - (c) the matters specified in **section 59** proceed under that section on the day that the exchange of land is completed.
- (4) If the exchange agreement is rescinded,—
- (a) the description of Pukemako site A in **Part 2 of Schedule 3** applies; and
  - (b) the site is vested subject to, and has the benefit of, any interests affecting the land that exist on the day that the vesting occurs; and
  - (c) the matters specified in **section 59** proceed under that section on the settlement date or on the day on which the exchange agreement is rescinded, whichever occurs later.
- (5) If **subsection (3) or (4)** applies to the vesting of Pukemako site A in the trustees, the Minister of Conservation must, within 20 working days after the date of the vesting, publish a notice in the *Gazette*—
- (a) specifying the land that vested under the relevant provision; and
  - (b) specifying any interests affecting the land referred to in **subsection (3)(b) or (4)(b)**; and
  - (c) advising the date of vesting in the trustees and of the other matters that occurred on that date.

#### **61 Pukemako site B**

- (1) The reservation of Pukemako site B (being Gudex Memorial Park Historic Reserve) as a historic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Pukemako site B vests in the trustees.
- (3) Pukemako site B is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve is named Pukemako Historic Reserve.

#### **62 Joint board established for Pukemako reserve**

- (1) A joint board is established for the Pukemako reserve.

- (2) The trustees may appoint 2 members to the joint board.
- (3) The Waipa District Council may appoint 2 members to the joint board.
- (4) 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, which must be no earlier than the date of the notice.
- (5) A member may be appointed, reappointed, or discharged at the discretion of the appointer.
- (6) In this section and **sections 63 to 68**, **Pukemako reserve** means Pukemako site A and Pukemako site B or either of them (as relevant).

**63 Joint board is administering body of Pukemako reserve**

- (1) The joint board is the administering body of the Pukemako reserve as if the joint board were appointed to control and manage the reserves under section 30 of the Reserves Act 1977.
- (2) However, section 30 of that Act has no further application to the reserves or the joint board.
- (3) **Subsection (1)** is subject to **section 68**.

**64 Procedure and meetings of joint board**

- (1) Sections 31 to 34 of the Reserves Act 1977 apply, with any necessary modifications, to the joint board as if it were a board for the purposes of that Act.
- (2) However, despite those provisions of the Reserves Act 1977,—
  - (a) the first meeting of the joint board must be held no later than 2 months after the settlement date; and
  - (b) at each meeting, a quorum consists of 1 member appointed by the trustees and 1 member appointed by the Waipa District Council; and
  - (c) the joint board may adopt its own procedure for meetings, and that procedure will apply instead of section 32(9) of that Act.

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

**65 Management plan**

- (1) The joint board must, in accordance with section 41 of the Reserves Act 1977, prepare and have approved a management plan for the Pukemako reserve.
- (2) Section 41(13) of that Act does not apply to the management plan.
- (3) If the Minister of Conservation gives notice under **section 68(2)**, any management plan approved by the Minister under this section continues to apply and the trustees must comply with it until a new plan is prepared and approved.

**66 Application for statutory authorisation over Pukemako reserve**

- (1) This section applies while the joint board is the administering body of the Pukemako reserve.
- (2) If an application is made in respect of the reserve for a statutory authorisation under the Reserves Act 1977, the trustees are the decision-maker on the application, and the grantor of any resulting statutory authorisation, as if they were the administering body of the reserve.
- (3) To avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply to the application.

**67 Interests in favour of Pukemako reserve**

- (1) This section applies while the joint board is the administering body of the Pukemako reserve.
- (2) The trustees may obtain, and are the grantee of, any interest to benefit the reserve as if they were the administering body of the reserve.

**68 Trustees may apply to administer Pukemako reserve**

- (1) The trustees may give notice in writing to the Minister of Conservation and the joint board that they wish to administer the Pukemako reserve in place of the joint board.
- (2) If the trustees give notice, the Minister of Conservation must, within 20 working days after the date on which the Minister receives the trustees' notice, publish a notice in the *Gazette* declaring that—
  - (a) the joint board is no longer the administering body of the reserve; and
  - (b) the trustees are the administering body of the reserve.
- (3) The trustees are the administering body of the reserve on and from the day on which the notice is published in the *Gazette*.

*General provisions applying to vesting of  
cultural redress properties*

**69 Properties vest subject to or together with interests**

- (1) Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in **Schedule 3**.
- (2) If Pukemako site A vests in the trustees in accordance with **section 60(3) or (4)**, this section is subject to **section 60(5)**.

**70 Interests that are not interests in land**

- (1) This section applies if a cultural redress property is subject to an interest (other than an interest in land) for which there is a grantor and the interest is—
  - (a) listed for the property in **Schedule 3**; or
  - (b) if Pukemako site A vests in the trustees in accordance with **section 60(3) or (4)**, listed for the property in the *Gazette* notice referred to in **section 60(5)**.
- (2) The section applies whether or not the interest also applies to land outside the cultural redress property.
- (3) The interest applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property.
- (4) The interest applies—

- (a) until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and
- (b) with any other necessary modifications; and
- (c) despite any change in status of the land in the property.

#### **71 Registration of ownership**

- (1) This section applies to a cultural redress property vested in the trustees under this subpart.
- (2) **Subsection (3)** applies to a cultural redress property, but only to the extent that the property is all of the land contained in a computer freehold register.
- (3) The Registrar-General must, on written application by an authorised person,—
  - (a) register the trustees as the proprietors of the fee simple estate in the property; and
  - (b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 5 of the deed of settlement.
- (4) **Subsection (5)** applies to a cultural redress property, but only to the extent that **subsection (2)** does not apply to the property.
- (5) The Registrar-General must, in accordance with a written application by an authorised person,—
  - (a) create a computer freehold register for the fee simple estate in the property in the name of the trustees; and
  - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.
- (6) **Subsection (5)** is subject to the completion of any survey necessary to create a computer freehold register.
- (7) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
  - (a) 24 months after the settlement date; or
  - (b) any later date that may be agreed in writing by the Crown and the trustees.

- (8) In this section, **authorised person** means a person authorised by the Director-General.

**72 Application of Part 4A of Conservation Act 1987**

- (1) The vesting of the fee simple estate in a cultural redress property in the trustees under this subpart is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) Section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve property.
- (3) If the reservation of a reserve property under this subpart is revoked for all or part of the property, the vesting of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.
- (4) **Subsections (2) and (3)** do not limit **subsection (1)**.

**73 Matters to be recorded on computer freehold register**

- (1) The Registrar-General must record on the computer freehold register for a reserve property—
- (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
- (b) that the land is subject to **sections 72(3) and 77**.
- (2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (3) For a reserve property, if the reservation of the property under this subpart is revoked for—
- (a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—
- (i) section 24 of the Conservation Act 1987 does not apply to the property; and

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- (ii) the property is subject to **sections 72(3) and 77**; or
  - (b) part of the property, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the property that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

#### **74 Application of other enactments**

- (1) The vesting of the fee simple estate in a cultural redress property under this subpart does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals.
- (2) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.
- (3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this subpart, of the reserve status of a cultural redress property.
- (4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting of the fee simple estate in a cultural redress property under this subpart; or
  - (b) any matter incidental to, or required for the purpose of, the vesting.

#### **75 Application of other enactments to reserve properties**

- (1) The trustees are the administering body of a reserve property, except as provided for in **section 63**.
- (2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve property, despite sections 48A(6), 114(5), and 115(6) of that Act.
- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve property.

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- (4) If the reservation of a reserve property under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.
- (5) A reserve property is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act.
- (6) The name of a reserve property must not be changed or a name assigned to it under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed change.

**76 Name of Gordon Gow Scenic Reserve must include words “Gordon Gow”**

If the name of Gordon Gow Scenic Reserve is changed, whether in accordance with section 16(10) of the Reserves Act 1977 or otherwise, the new name must include the words “Gordon Gow”.

**77 Subsequent transfer of reserve land**

- (1) This section applies to all or the part of a reserve property that remains a reserve under the Reserves Act 1977 after the property has vested in the trustees under this subpart.
- (2) The fee simple estate in the reserve land may be transferred only in accordance with **section 78 or 79**.
- (3) However, while the joint board established under **section 62** is the administering body of a property, as provided for in **section 63**, the fee simple estate in the reserve land in the property may be transferred only in accordance with **section 79**.
- (4) In this section and **sections 78 to 80**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

**78 Transfer of reserve land to new administering body**

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



- (2) The Minister of Conservation must give written consent to the transfer if the registered proprietors satisfy the Minister that the new owners are able to—
- (a) comply with the requirements of the Reserves Act 1977; and
  - (b) perform the duties of an administering body under that Act.
- (3) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (4) The required documents are—
- (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and
  - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
  - (c) any other document required for the registration of the transfer instrument.
- (5) The new owners, from the time of their registration under this section,—
- (a) are the administering body of the reserve land; and
  - (b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer.
- (6) A transfer that complies with this section need not comply with any other requirements.

**79 Transfer of reserve land to trustees of existing administering body if trustees change**

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

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

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

**80 Reserve land not to be mortgaged**

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

**81 Saving of bylaws, etc, in relation to reserve properties**

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

**82 Names of Crown protected areas discontinued**

- (1) **Subsection (2)** applies to the land, or the part of the land, in a cultural redress property that, immediately before the settlement date, was all or part of a Crown protected area.
- (2) The official geographic name of the Crown protected area is discontinued in respect of the land, or the part of the land, and the Board must amend the Gazetteer accordingly.
- (3) In this section, **Board, Crown protected area, Gazetteer,** and **official geographic name** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Subpart 5—Vesting and gifting back of  
property

**83 Notice appointing delayed vesting date for Te Tapui Scenic Reserve**

- (1) The trustees may give written notice to the Minister of Conservation of the date on which Te Tapui Scenic Reserve is to vest in the trustees.
- (2) The proposed date must be no later than 5 years after the settlement date.
- (3) The trustees must give the Minister of Conservation at least 40 working days' notice of the proposed date.
- (4) The Minister of Conservation must publish a notice in the *Gazette*—
  - (a) specifying the vesting date; and
  - (b) stating that the fee simple estate in Te Tapui Scenic Reserve vests in the trustees on the vesting date.
- (5) The notice must be published as early as practicable before the vesting date.
- (6) In this section and **section 84**,—

**Te Tapui Scenic Reserve** means 1 753 hectares, approximately, being Section 4 Block VIII Cambridge Survey District, Part Section 5 Block III Cambridge Survey District (subject to survey) and Lot 1 DPS 27810, South Auckland Land District (as shown on OTS-190-26)

**vesting date** means—

  - (a) the date proposed by the trustees in accordance with **subsections (1) to (3)**; or
  - (b) the first occurrence of 27 May following the expiry of the period of 5 years after the settlement date, if no date is proposed.

**84 Delayed vesting and gifting back of Te Tapui Scenic Reserve**

- (1) The fee simple estate in Te Tapui Scenic Reserve vests in the trustees on the vesting date.
- (2) On the eighth day after the vesting date, the fee simple estate in Te Tapui Scenic Reserve 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 apply as if the vestings had not occurred:
- (a) Te Tapui Scenic Reserve remains part of a scenic reserve under the Reserves Act 1977; and
  - (b) any enactment, instrument, or interest that applied to Te Tapui Scenic Reserve immediately before the vesting date continues to apply to it; and
  - (c) the Crown retains all liability for Te Tapui Scenic Reserve.
- (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.

#### Subpart 6—Waharoa Aerodrome

##### 85 Interpretation

In this subpart, unless the context otherwise requires,—

**appointer** means the Council or the trustees

**committee** means the committee established by **section 86(1)**

**Council appointee**—

- (a) means a member of the committee appointed by the Council; and
- (b) includes the mayor and the deputy mayor who are members of the committee by virtue of **section 86(6)**

**Council** means Matamata–Piako District Council

**Council’s Waharoa Aerodrome land** means the land described by that name in **Schedule 4**

**Minister** means the Minister of Conservation

**Ngāti Hauā appointee** means a member of the committee appointed by the trustees

**Waharoa Aerodrome land** the land described by that name in **Schedule 4**.

*Waharoa (Matamata) Aerodrome Committee*

- 86 Waharoa (Matamata) Aerodrome Committee established**
- (1) A committee, to be known as the Waharoa (Matamata) Aerodrome Committee, is established for the Council's Waharoa Aerodrome land and the Waharoa Aerodrome land.
  - (2) The trustees may appoint 3 members to the committee.
  - (3) In deciding whom to appoint to the committee, the trustees must have regard to the views of the trustees of the Raungaiti Marae.
  - (4) The Council may appoint 1 member to the committee.
  - (5) The member appointed by the Council must be a councillor who is not the mayor or deputy mayor of the district.
  - (6) The mayor and deputy mayor of the district are members of the committee.
  - (7) Except in the case of the mayor and deputy mayor, a member of the committee—
    - (a) must be appointed by the appointer giving a written notice with the following details to the other appointer:
      - (i) the member's full name, address, and other contact details; and
      - (ii) the date on which the appointment takes effect, which must be no earlier than the date of the notice:
    - (b) may be appointed, reappointed, or discharged at the discretion of the appointer.
- 87 Functions of the committee**
- (1) The functions of the committee are—
    - (a) to make recommendations to the Council in relation to any aspect of the administration of the Council's Waharoa Aerodrome land and the Waharoa Aerodrome land:
    - (b) to make final decisions on access and parking arrangements for the Waharoa Aerodrome land and the Council's Waharoa Aerodrome land that affect Raungaiti Marae:
    - (c) to perform the functions of the administering body under section 41 of the Reserves Act 1977 in relation



to any review of the reserve management plan (except for the functions of initiating any review or approving any management plan, which remain functions of the Council unless delegated to the committee in accordance with **paragraph (d)**):

- (d) to perform any other functions that the Council may delegate to the committee.
- (2) The committee has the powers reasonably necessary to carry out its functions in a manner consistent with this subpart and the relevant provisions of—
    - (a) the Local Government Act 2002; and
    - (b) the Local Government Act 1974; and
    - (c) the Local Authorities (Members' Interests) Act 1968; and
    - (d) the Local Government Official Information and Meetings Act 1987.
  - (3) The Council is the administering body of the Waharoa Aerodrome land for the purposes of the Reserves Act 1977.
  - (4) The reserve management plan adopted by the Council and in force at the commencement of this Act continues to apply to the Waharoa Aerodrome land until such time as the Council decides to, or is required to, review, amend, or replace the plan in accordance with section 41 of the Reserves Act 1977.

#### **88 Procedure of committee**

- (1) The committee must, except as provided in this subpart, regulate its own procedures.
- (2) The first meeting of the committee must be held no later than 2 months after the settlement date.
- (3) The committee must, at its first meeting,—
  - (a) appoint 2 co-chairpersons of the committee (1 being a Council appointee and 1 being a Ngāti Hauā appointee) and state the terms of those appointments; and
  - (b) adopt a set of standing orders for the operations of the committee.
- (4) Every member of the committee must comply with the standing orders of the committee.

- (5) The appointers may agree how frequently the committee meets.
- (6) At each meeting, a quorum consists of 2 Council appointees and 2 Ngāti Hauā appointees.
- (7) The committee must endeavour to make decisions by consensus.
- (8) If there is no consensus, a decision of the committee may only be made by a 75% majority of those members present at a meeting of the committee.

**89 Application of other Acts to committee**

- (1) The committee is a joint committee within the meaning of clause 30 of Schedule 7 of the Local Government Act 2002.
- (2) Despite Schedule 7 of the Local Government Act 2002, the committee—
  - (a) is a permanent committee; and
  - (b) must not be discharged without the agreement of both appointers.
- (3) Despite clause 19(2) of Schedule 7 of the Local Government Act 2002, the Ngāti Hauā appointees—
  - (a) have the right to attend any meeting of the committee; but
  - (b) do not have the right to attend meetings of the council by reason merely of their membership of the committee.
- (4) To the extent that they are relevant for the purpose and functions of the committee, the provisions of the following Acts apply to the committee, with the necessary modifications, except as provided otherwise in this subpart:
  - (a) the Local Government Act 2002; and
  - (b) the Local Government Act 1974; and
  - (c) the Local Authorities (Members' Interests) Act 1968; and
  - (d) the Local Government Official Information and Meetings Act 1987.

**90 Conflict of interest**

A member of the committee is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter merely because—

- (a) the member is a member of Ngāti Hauā; or
- (b) the economic, social, cultural, and spiritual values of Ngāti Hauā are advanced by or reflected in—
  - (i) the subject matter under consideration;
  - (ii) any decision or recommendation of the committee;
  - (iii) participation in the matter by the member.

**91 Support of committee**

- (1) The Council is responsible for the administrative and technical support of the committee, including the provision of services required for the committee to carry out its functions.
- (2) However, each appointer will meet the expenses of its appointees.

*Waharoa Aerodrome land***92 Waharoa Aerodrome land may be vested in trustees**

- (1) This section applies if the Minister or the administering body (as relevant)—
  - (a) considers that all or any part of the Waharoa Aerodrome land is not required for aerodrome and ancillary aviation purposes; and
  - (b) exercises the Minister's or body's powers under section 24 of the Reserves Act 1977 to revoke the reservation of the Waharoa Aerodrome land (or part of it) as a reserve by notice in the *Gazette*.
- (2) The Minister must not give notice in the *Gazette* revoking the reservation of the Waharoa Aerodrome land (or part of it) as a reserve until the expiry of 1 month after notice has been given under **section 94**.
- (3) On revocation of the reserve status under **subsection (1)(b)**, that part of the Waharoa Aerodrome land vests in the trustees.  
Compare: 2005 No 28 s 125

**93 Matters relating to vesting under section 92**

- (1) Except as provided in **section 92**, that section does not—
- (a) affect the functions and powers of the Minister under the Reserves Act 1977 in relation to the Waharoa Aerodrome land (or part of it); or
  - (b) affect the functions and powers of the local authority in which the land is vested as a reserve for aerodrome purposes under the Reserves Act 1977 and the Airport Authorities Act 1966 in relation to the Waharoa Aerodrome land (or part of it); or
  - (c) mean or imply that the Minister will revoke the reserve status of the Waharoa Aerodrome land (or part of it); or
  - (d) give any member of Ngāti Hauā, the trustees, or any representative entity any further right of action in respect of the exercise of any functions or powers under the Reserves Act 1977 in relation to the Waharoa Aerodrome land (or part of it) than would otherwise have been available had **section 92(3)** not been enacted.
- (2) Despite section 3A(1), (7), and (7A) of the Airport Authorities Act 1966, neither the Crown nor a local authority may transfer the Waharoa Aerodrome land to an airport company.

Compare: 2005 No 28 s 126

**94 Notice to interest holders**

- (1) In determining under section 25(2) of the Reserves Act 1977 the restrictions, encumbrances, liens, or interests that should be specified in a *Gazette* notice that revokes the reservation of the Waharoa Aerodrome land (or part of it) as a reserve, the Minister must inquire into the validity of any existing restriction, encumbrance, lien, or interest.
- (2) The Minister must give notice in writing to the persons listed in **subsection (3)** of the restrictions, encumbrances, liens, and interests that the Minister intends to specify and those that he or she intends not to specify in the *Gazette* notice referred to in **subsection (1)**.
- (3) The persons are—
- (a) the trustees; and
  - (b) every person who would be entitled to enforce the restriction, encumbrance, lien, or interest if it were valid.

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- (4) If it is impracticable to give notice to every person under **subsection (3)(b)**, that subsection may be complied with by publishing a notice in a daily newspaper circulating in the district of the Matamata–Piako District Council in relation to the matter.

Compare: 2005 No 28 s 127

**95 No change in classification or purpose**

Despite sections 24 and 24A of the Reserves Act 1977, neither the Minister nor the local authority in which the Waharoa Aerodrome land is vested as a reserve for aerodrome purposes may change the classification or purpose of the whole or any part of the land.

Compare: 2005 No 28 s 128

**96 Amendment of computer register**

- (1) This section applies to the extent that land to which the revocation of the reserve status under **section 92** applies comprises all the land in a computer freehold register.
- (2) The Registrar-General must, in accordance with a written application by a person authorised by the Director-General,—
- (a) remove from the register any restriction, encumbrance, lien, or interest that is not specified in the *Gazette* notice that revoked the reservation; and
  - (b) remove the notation referred to in **section 98**; and
  - (c) register the trustees as the proprietors of the fee simple estate in the land.

Compare: 2005 No 28 s 129

**97 Creation of computer register**

- (1) This section applies to the extent that—
- (a) land to which the revocation of the reserve status under **section 92** applies does not comprise all the land in a computer freehold register; or
  - (b) there is no computer freehold register for all or part of the land.
- (2) The Registrar-General must, in accordance with a written application by a person authorised by the Director-General, create a computer freehold register.

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- (3) For the purposes of **subsection (2)**, if a computer freehold register is created—
- (a) in the name of the trustees, the Registrar-General must ensure that the register does not contain—
    - (i) any restriction, encumbrance, lien, or interest that is not specified in the *Gazette* notice that revoked that reservation; or
    - (ii) the notation referred to in **section 98**; and
  - (b) for the balance of the land, the Registrar-General must ensure that the register contains the same restrictions, encumbrances, liens, or interests to which the land was subject before the *Gazette* notice was issued (including the notation referred to in **section 98**).
- (4) **Subsection (2)** applies subject to the completion of any survey necessary to create a computer freehold register.
- (5) A computer freehold register must be created under this section as soon as is reasonably practicable after the land is vested in the trustees, but no later than—
- (a) 24 months after the land is vested; or
  - (b) any later date that may be agreed in writing by the trustees and the Crown.

Compare: 2005 No 28 s 130

**98 Register to be noted**

The Registrar-General must, as soon as is reasonably practicable after the settlement date, note on the computer freehold register referred to in part 4 of the attachments that this subpart applies to the land in the register.

Compare: 2005 No 28 s 131

**99 Application of other enactments**

- (1) The vesting of the fee simple estate in the Waharoa Aerodrome land (or part of it) in the trustees does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals.
- (2) The vesting of the fee simple estate in the Waharoa Aerodrome land (or part of it) in the trustees is a disposition for the purpose

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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) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting of the fee simple estate of the Waharoa Aerodrome land (or part of it) in the trustees:
  - (b) a matter incidental to, or required for, the purpose of the vesting.

Compare: 2005 No 28 s 132

### Part 3 Commercial redress

#### 100 Interpretation

- (1) In this Part,—

**commercial redress property** means a property described in subpart A of part 4 of the property redress schedule

**deferred selection property** means a property described in part 5 of the property redress schedule for which the requirements for transfer under the deed of settlement have been satisfied

**land holding agency** means the land holding agency specified,—

- (a) for a commercial redress property, in subpart A of part 4 of the property redress schedule; or
- (b) for a deferred selection property, in part 5 of the property redress schedule; or
- (c) for a second right of deferred purchase property, in part 6 of the property redress schedule

**second right of deferred purchase property** means a property described in part 6 of the property redress schedule for which the requirements for transfer under the deed of settlement have been satisfied.

- (2) A property described in subpart A of part 4 of the property redress schedule is a commercial redress property unless and until it ceases to be so under clause 7.15.2(a) of the deed of settlement.

Subpart 1—Transfer of commercial redress properties, deferred selection properties, and second right of deferred purchase properties

**101 The Crown may transfer properties**

- (1) To give effect to part 7 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to—
  - (a) transfer the fee simple estate in a commercial redress property, a deferred selection property, or a second right of deferred purchase property to the trustees; and
  - (b) sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer.
- (2) As soon as is reasonably practicable after the date on which a deferred selection property or a second right of deferred purchase 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).

**102 Computer freehold registers for commercial redress properties, deferred selection properties, and second right of deferred purchase properties**

- (1) This section applies to each of the following properties that are to be transferred to the trustees under **section 101**:
  - (a) a commercial redress property;
  - (b) a deferred selection property;
  - (c) a second right of deferred purchase property.
- (2) However, this section applies only to the extent that—
  - (a) the property is not all of the land contained in a computer freehold register; or
  - (b) there is no computer freehold register for all or part of the property.
- (3) The Registrar-General must, in accordance with a written application by an authorised person,—
  - (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and

- (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but
  - (c) omit any statement of purpose from the computer freehold register.
- (4) **Subsection (3)** is subject to the completion of any survey necessary to create a computer freehold register.
- (5) In this section and **section 103**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

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

- (1) For the purposes of **section 102**, the authorised person may grant a covenant for the later creation of a computer freehold register for any commercial redress property, deferred selection property, or second right of deferred purchase 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.

**104 Application of other enactments**

- (1) This section applies to the transfer to the trustees of the fee simple estate in a commercial redress property, deferred selection property, or second right of deferred purchase property.
- (2) The transfer is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (3) The transfer does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals.
- (4) The permission of a Council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of

- way required to fulfil the terms of the deed of settlement in relation to the transfer.
- (5) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer or to any matter incidental to, or required for the purpose of, the transfer.
  - (6) In exercising the powers conferred by **section 101**, 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—Right of first refusal over RFR  
land

*Interpretation*

**105 Interpretation**

In this subpart and **Schedule 5**,—

**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 to—
- (i) transfer or vest the fee simple estate in the land; or
  - (ii) 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 to—
- (i) mortgage, or give a security interest in, the land; or
  - (ii) grant an easement over the land; or
  - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
  - (iv) remove an improvement, a fixture, or a fitting from the land; or
  - (v) vest and gift back Te Tapui Scenic Reserve under **subpart 5 of Part 2**

**expiry date**, in relation to an offer, means its expiry date under **sections 108(2)(a) and 109**

**notice** means a notice given under this subpart

**offer** means an offer by an RFR landowner, made in accordance with **section 108**, 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 114(1)**; but
- (d) to avoid doubt, does not include an administering body in which RFR land is vested—
  - (i) on the settlement date; or
  - (ii) after the settlement date, under **section 115(1)**

**RFR period** means the period of 173 years on and from the settlement date

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

**106 Meaning of RFR land**

- (1) In this subpart, **RFR land** means—
- (a) the land described in part 6 of the attachments that, on the settlement date, is—
    - (i) vested in the Crown; or
    - (ii) held in fee simple by the Crown or Waikato District Health Board; and
  - (b) any land that has ceased to be a commercial redress property under clause 7.15.2(a) of the deed of settlement that, on the settlement date, is—
    - (i) vested in the Crown; or
    - (ii) held in fee simple by the Crown; and
  - (c) the land described in subpart B of part 4 of the property redress schedule to which clause 7.11 of the deed of the settlement does not apply that, on the settlement date, is—
    - (i) vested in the Crown; or
    - (ii) held in fee simple by the Crown; and
  - (d) any land obtained in exchange for a disposal of RFR land under **section 119(1)(c) or 120**.
- (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 a contract formed under **section 112**); or
    - (ii) any other person (including the Crown or a Crown body) under **section 107(c)**; 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 116 to 123** (which relate to permitted disposals of RFR land); or
    - (ii) under any matter referred to in **section 124(1)** (which specifies matters that may override the

- obligations of an RFR landowner under this sub-part); or
- (c) the RFR period for the land ends.

*Restrictions on disposal of RFR land*

**107 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 113 to 123**; or
- (b) under any matter referred to in **section 124(1)**; or
- (c) 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 108**; 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 110**; and
- (iv) not accepted under **section 111**.

*Trustees' right of first refusal*

**108 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 for the trustees to give notices to the RFR landowner in relation to the offer.

**109 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.

**110 Withdrawal of offer**

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

**111 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.

**112 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 other than the trustees (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*

**113 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.

**114 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.

**115 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

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- (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*

**116 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.

**117 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.

**118 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—

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- (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.

**119 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.

**120 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.

**121 Disposal for charitable purposes**

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

**122 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.

**123 Disposal by Waikato District Health Board**

The Waikato District Health Board (established by section 19(1) of the New Zealand Public Health and Disability Act 2000), or any of its subsidiaries, may dispose of RFR land to any person if the Minister of Health has given notice to the trustees that, in the Minister's opinion, the disposal will achieve, or assist in achieving, the district health board's objectives.

*RFR landowner obligations*

**124 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, that—
    - (i) prevents or limits an RFR landowner's disposal of RFR land to the trustees; and
    - (ii) the RFR landowner cannot satisfy by taking reasonable steps; and
  - (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.

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*Notices about RFR land***125 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.

**126 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 107**; and
  - (f) if the disposal is to be made under **section 107(c)**, a copy of any written contract for the disposal.

**127 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 a contract formed under **section 112**); or
  - (ii) any other person (including the Crown or a Crown body) under **section 107(c)**; 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 116 to 123**; or
  - (ii) under any matter referred to in **section 124(1)**.
- (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.

#### 128 Notice requirements

**Schedule 5** 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*

#### 129 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 125** 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 106**; and
  - (b) subject to this subpart (which restricts disposal, including leasing, of the land).

**130 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 127**, 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 notifica-

tion recorded under **section 129** for the land described in the certificate.

**131 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 129**; 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 129** from any computer register identified in the certificate.

*General provisions applying to right of first refusal*

**132 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.

**133 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.

**134 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—
- (a) stating that the RFR holder's rights and obligations under this subpart are being assigned under this section; and
  - (b) specifying the date of the assignment; and
  - (c) specifying the names of the assignees and, if they are the trustees of a trust, the name of the trust; and
  - (d) specifying the street address, postal address, or fax number for notices to the assignees.
- (3) This subpart and **Schedule 5** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, 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, either because—
- (a) they are the trustees; or
  - (b) they have previously been assigned those rights and obligations under this section.

**Part 4****Te Taurapa o Te Ihingarangi ki Te Puaha  
o Waitete sub-catchment****135 Interpretation**

In this Part, unless the context otherwise requires,—

**integrated river management plan** has the same meaning as in section 35 of the Waikato-Tainui Act

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**Ngāti Tuwharetoa, Raukawa, and Te Arawa Act** means the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010

**sub-catchment** means Te Taurapa o Te Ihingarangi ki Te Puaha o Waitete sub-catchment, being the area shown coloured green on SO 409144

**Upper Waikato River integrated management plan** has the same meaning as in section 36 of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act

**Waikato Raupatu River Trust** means the trustee of the Waikato Raupatu River Trust within the meaning of section 6 of the Waikato-Tainui Act

**Waikato River deed parties** means the parties to—

- (a) each of the deeds referred to in the definition of deed in section 7(2) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act; and
- (b) the deed of settlement between the Crown and Waikato-Tainui in relation to the Waikato River dated 17 December 2009

**Waikato-Tainui Act** means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

*Waikato-Tainui environmental plan*

**136 Section 40(4) of Waikato-Tainui Act applies to sub-catchment**

- (1) Section 40(4) of the Waikato-Tainui Act applies to a person carrying out functions or exercising powers under the conservation legislation in relation to the Waikato River to the extent that it is within the sub-catchment.
- (2) In **subsection (1), conservation legislation** means the Conservation Act 1987 and the enactments listed in Schedule 1 of that Act.

*Conservation regulations***137 Conservation regulations may be made in relation to sub-catchment**

- (1) A regulation that is made under section 93(1) of the Waikato-Tainui Act or section 58(1) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act may be made with application to the Waikato River to the extent that it is within the sub-catchment if the regulation is expressed to apply to that area.
- (2) However, a regulation may not be made under section 93(1) of the Waikato-Tainui Act or section 58(1) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act that is expressed to apply to the Waikato River to the extent that it is within the sub-catchment unless the regulation is consistent with—
  - (a) the overarching purpose described in section 3 of the Waikato-Tainui Act; and
  - (b) the overarching purpose described in section 3 of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act.
- (3) For the purposes of this section, only 1 regulation or 1 set of regulations may apply to the Waikato River to the extent that it is within the sub-catchment, and the single regulation or single set of regulations must be made under both section 93(1) of the Waikato-Tainui Act and section 58(1) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act.

*Customary fishing***138 Customary fishing regulations that apply to sub-catchment**

- (1) A regulation that is made in accordance with section 93(3) of the Waikato-Tainui Act, to the extent that the regulation provides for the Waikato Raupatu River Trust to manage customary fishing in the Waikato River, applies to the Waikato River to the extent that it is within the sub-catchment.
- (2) The regulation must state the effect of **subsection (1)**, but the omission to do so does not affect the validity of the regulation.

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*Fishing (bylaw) regulations***139 Fishing (bylaw) regulations may be made in relation to sub-catchment**

- (1) A regulation that is made in accordance with section 93(4) of the Waikato-Tainui Act, to the extent that the regulation provides for the Waikato Raupatu River Trust to recommend the making of bylaws, must also be taken to provide for the Waikato Raupatu River Trust to recommend the making of bylaws in respect of the Waikato River to the extent that it is within the sub-catchment.
- (2) The regulation must state the effect of **subsection (1)**, but the omission to do so does not affect the validity of the regulation.

*Fisheries bylaws***140 Fisheries bylaws that apply to sub-catchment**

- (1) This section applies where—
  - (a) regulations have been made in accordance with section 93(4) of the Waikato-Tainui Act and in accordance with section 58(3) of the Ngati Tuwharetoa, Raukawa, and Te Arawa Act; and
  - (b) under those regulations, as amplified by **section 139**, the Waikato Raupatu River Trust and the trustees of each Trust referred to in section 6(1) of the Ngati Tuwharetoa, Raukawa and Te Arawa Act (the **contributing parties**) may recommend the making of bylaws in respect of the Waikato River to the extent that it is within the sub-catchment.
- (2) In exercising their powers to recommend a bylaw in respect of the Waikato River to the extent that it is within the sub-catchment, the contributing parties—
  - (a) must, after co-operation between them, recommend a joint bylaw in written form; and
  - (b) must recommend only a bylaw that is consistent with the overarching purpose of each of the Waikato-Tainui Act and the Ngati Tuwharetoa, Raukawa, and Te Arawa Act.
- (3) The Minister for Primary Industries must make any bylaw recommended under **subsection (2)**, unless the Minister is sat-

ified that the proposed bylaw would have an undue adverse effect on fishing.

- (4) A bylaw that is made on the recommendation of the contributing parties in accordance with **subsection (2)**—
- (a) is taken to be made both under section 93(5) of the Waikato-Tainui Act and under section 58(4) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act; and
  - (b) takes effect in the Waikato River to the extent that it is within the sub-catchment on a date notified in the *Gazette* by the Minister for Primary Industries.

*Integrated river management plan and Upper  
Waikato River integrated management plan*

**141 Application of provisions of components of integrated river management plan**

- (1) The conservation and fisheries components of the integrated river management plan referred to in section 35(3)(a) and (b) respectively of the Waikato-Tainui Act may contain provisions that apply to the Waikato River to the extent that it is within the sub-catchment.
- (2) The Waikato Raupatu River Trust and the Waikato Regional Council may agree that the provisions of the regional council component of the integrated river management plan referred to in section 35(3)(c) of the Waikato-Tainui Act apply to the Waikato River to the extent that it is within the sub-catchment, and those provisions apply according to the terms of the agreement.
- (3) The Waikato Raupatu River Trust and an agency that has agreed a component of the integrated river management plan referred to in section 35(3)(d) of the Waikato-Tainui Act may agree that provisions of the component apply to the Waikato River to the extent that it is within the sub-catchment, and those provisions apply according to the terms of the agreement.

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**142 Process for preparation of provisions that apply to Waikato River under section 141**

Provisions of components that, under **section 141**, apply to the Waikato River within the sub-catchment must be prepared in accordance with Schedule 7 of the Waikato-Tainui Act with any necessary modifications, including the modifications set out in **section 143**.

**143 Modifications to component process preparation**

- (1) This section applies to the preparation of—
  - (a) provisions of components of the integrated river management plan to the extent that those provisions apply to the Waikato River within the sub-catchment under **section 141**;
  - (b) provisions of components of the Upper Waikato River integrated management plan to the extent that those provisions apply to the Waikato River within the sub-catchment in accordance with Part 2 of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act.
- (2) The processes in Schedule 7 of the Waikato-Tainui Act and Schedule 5 of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act must be carried out simultaneously as a single co-operative process involving the following parties (the **contributing parties**):
  - (a) the Waikato Raupatu River Trust; and
  - (b) the trustees of each Trust referred to in section 6(1) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act relevant to the particular component; and
  - (c) the department, local authority, or agency relevant to the particular component.
- (3) References in Schedule 7 of the Waikato-Tainui Act to—
  - (a) the integrated river management plan and the plan are to be read as references to a provision referred to in **subsection (1)**; and
  - (b) the draft plan are to be read as references to a draft provision.
- (4) In preparing a provision referred to in **subsection (1)**, the contributing parties, after co-operation amongst them, must agree joint provisions that are consistent with both the

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overarching purpose and provisions of the Waikato-Tainui Act relating to the integrated river management plan and the overarching purpose and provisions of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act relating to the Upper Waikato River integrated management plan.

- (5) Once the joint provisions are agreed in accordance with this section and **section 142**, those provisions must be taken—
- (a) to be part of the relevant component of the integrated river management plan and to apply to the Waikato River to the extent that it is within the sub-catchment in accordance with the provisions of the Waikato-Tainui Act as if those provisions also apply to the sub-catchment; and
  - (b) to be part of the relevant component of the Upper Waikato River integrated management plan and to apply to the Waikato River to the extent that it is within the sub-catchment in accordance with the provisions of the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act.
- (6) This section and **sections 141 and 142** do not affect the preparation of and approval of—
- (a) components of the integrated river management plan that apply to the Waikato River in accordance with the Waikato-Tainui Act; or
  - (b) components of the Upper Waikato River integrated management plan that apply to the Waikato River outside the sub-catchment in accordance with the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act.

#### **144 Non-derogation**

To the extent that instruments under the Waikato-Tainui Act or the Ngāti Tuwharetoa, Raukawa, and Te Arawa Act apply to the sub-catchment in accordance with this Part, they do not derogate from—

- (a) any agreements or arrangements between the Waikato River deed parties and the Crown, local authorities, statutory authorities, or any other person; or

- (b) the tikanga or interests of any iwi with interests in the Waikato River and for whom the Waikato River is significant.
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**Schedule 1**  
**Statutory areas**

ss 28, 36

Part 1  
Areas subject only to statutory  
acknowledgement

<b>Statutory area</b>	<b>Location</b>
Te Wairere (being Wairere Falls Scenic Reserve, part of Gordon Park Scenic Reserve, and part of Kaimai Mamaku Conservation Park)	As shown on OTS-190-04
Te Weraiti (being part of Kaimai Mamaku Conservation Park)	As shown on OTS-190-05
Ngatamahinerua (being part of Kaimai Mamaku Conservation Park and part of Maurihero Scenic Reserve)	As shown on OTS-190-03
Te Oko Horoi	As shown on OTS-190-07
Waiorongomai (being part of Kaimai Mamaku Conservation Park)	As shown on OTS-190-02
Whewells Bush Scientific Reserve	As shown on OTS-190-06

Part 2  
Area also subject to deeds of recognition

<b>Statutory area</b>	<b>Location</b>
Waikato River and tributaries within the Ngāti Hauā Area of Interest	As shown on OTS-190-08

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**Schedule 2**  
**Overlay area**

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<b>Overlay area</b>	<b>Location</b>	<b>Description</b>
Te Miro Scenic Reserve	As shown on OTS-190-01	<i>South Auckland Land District—Waikato District</i> 136.2804 hectares, more or less, being Section 108 Te Miro Settlement. Part <i>Gazette</i> 1961, p 647. <i>South Auckland Land District—Waipa District</i> 263.9391 hectares, more or less, being Part Section 119 Te Miro Settlement. Part <i>Gazette</i> 1961, p 647. 0.3708 hectares, more or less, being Lot 2 DP 443837. All computer freehold register 555590. 0.7030 hectares, more or less, being Lot 1 DPS 20404. Part Transfer H151657.2.

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**Schedule 3** **ss 56, 60, 69, 70**  
**Cultural redress properties**

**Part 1**

Properties vested in fee simple to be  
administered as reserves

Name of property	Description	Interests
Gordon Gow Scenic Reserve	<i>South Auckland Land District—Matamata—Piako District</i> 7.3982 hectares, more or less, being Section 23 Block VIII Wairere Survey District. All <i>Gazette</i> notice S166494. As shown on OTS-190-23.	Subject to being a scenic reserve, as referred to in <b>section 57(3)</b> . Subject to an unregistered lease with concession number 36450-ACC to Scouts Association of New Zealand. Subject to an unregistered grazing licence with concession number WK-33768-GRA to T G and D J Howard. Subject to an unregistered low impact scientific study permit with concession number CA-31615-OTH to Landcare Research New Zealand Limited. Subject to <i>Gazette</i> notice B366111 declaring adjoining State Highway 27 to be limited access road. Subject to a notice pursuant to section 91 of the Transit New Zealand Act 1989 created by instrument B378006.

Part 1—*continued*

Name of property	Description	Interests
Maungakawa	<p><i>South Auckland Land District—Matamata–Piako District</i> 629.089 hectares, approximately, being Part Section 5 Block III Cambridge Survey District. Part computer freehold register SA48C/398. Subject to survey. As shown on OTS-190-20.</p>	<p>Subject to being a scenic reserve, as referred to in <b>section 58(3)</b>. Subject to the right of way easement in gross referred to in <b>section 58(5)</b>. Subject to the water supply easement created by transfer B022069.8. Subject to an unregistered grazing licence with concession number WK-31225-GRA to D and R Bennett Limited. Subject to an unregistered grazing licence with concession number WK-31400-GRA to Broka Farms Limited. Subject to an unregistered low impact scientific study permit with concession number CA-31615-OTH to Landcare Research New Zealand Limited.</p>
Pukemako site A	<p><i>South Auckland Land District—Waipa District</i> 63.87 hectares, approximately, being Parts Section 3, Section 12 and Part Section 13 Block VI Cambridge Survey District and Part Lot 1 DP 380993. Subject to survey. As shown marked “A”, “C”, “D”, and “E” on OTS-190-21.</p>	<p>Subject to being a scenic reserve, as referred to in <b>section 59(4)</b>. Subject to the right of way easement created by deed of easement 7798890.9 and held in computer interest register 420420. Subject to an unregistered low impact scientific study permit with concession number CA-31615-OTH to Landcare Research New Zealand Limited (affects the areas marked “C”, “D”, and “E” on OTS-190-21, subject to survey). Subject to an unregistered high impact research and collection permit with national permit number</p>

Part 1—*continued*

Name of property	Description	Interests
Pukemako site B	<i>South Auckland Land District—Waipa District</i> 2.8328 hectares, more or less, being Lot 1 DPS 6105. All <i>Gazette</i> notice H496073. As shown on OTS-190-22.	WK-25936-FAU to Sarah Wells (affects the areas marked “C”, “D”, and “E” on OTS-190-21, subject to survey). Subject to section 59 of the Land Act 1948 (affects the area marked “A” on OTS-190-21, subject to survey) Subject to being a historic reserve, as referred to in <b>section 61(3)</b> .

## Part 2

Alternative description of Pukemako site A  
if **section 60(4)** applies

Name of property	Description
Pukemako site A	<i>South Auckland Land District—Waipa District</i> 0.4778 hectares, more or less, being Sections 12 and 13 Block VI Cambridge Survey District. All <i>Gazette</i> 1962, p 1588. 50.98 hectares, approximately, being Parts Section 3 Block VI Cambridge Survey District. Part <i>Gazette</i> 1940, p 1536. Subject to survey. As shown marked “B”, “C”, “D” and “E” on OTS-190-21

**Schedule 4****s 85****Waharoa Aerodrome**

<b>Land</b>	<b>Description</b>
Council's Waharoa Aerodrome land	<i>South Auckland Land District—Matamata—Piako District</i> 4.9589 hectares, more or less, being Matamata North E and Matamata North F. All computer freehold register SA10C/459. 1.3339 hectares, more or less, being Part Lot 1 DP 29064 and Part Section 71 Block XIII Wairere Survey District. All computer freehold register 20651. As shown on OTS-190-25.
Waharoa Aerodrome land	<i>South Auckland Land District—Matamata—Piako District</i> 46.8476 hectares, more or less, being Section 72 Block XIII Wairere Survey District. All computer freehold register SA23C/1294. As shown on OTS-190-24.



**Schedule 5**

ss 105, 128, 134(3)

**Notices in relation to RFR land****1 Requirements for giving notice**

A notice by or to an RFR landowner or the trustees under **sub-part 2 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 email address,—
  - (i) for a notice to the trustees, specified for the trustees in accordance with the deed of settlement; or
  - (ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 108**, specified in a later notice given to the trustees, or identified by the trustees as the current address or fax number of the RFR landowner; or
  - (iii) for a notice given under **section 125 or 127** to the chief executive of LINZ, in the Wellington office of LINZ; and
- (c) 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 Limitation on use of electronic transmission**

Despite **clause 1**, notices given under **sections 108, 111, 112, and 132** must not be given by electronic means other than by fax.

**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

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- (b) on the second 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.



KH