

RAUKAWA SETTLEMENT TRUST

and

TE NEHENEHENUI

and

**TE WHAKAKITENGA O WAIKATO INC AS TRUSTEE OF THE
WAIKATO RAUPATU LANDS TRUST**

and

THE CROWN

**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE
PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

Dated

31 October 2023

KO TE PŪTAKE O TĒNEI PUKA WHAKAAETANGA

Ko tā tēnei puka whakaaetanga –

- he whakatakoto i te kōrero mō ngā mahi i mahia i Ō-Rākau;
- he whakarārangi i ngā ture i whakaaetia ai e ngā rōpū mō te pupuru me te whakahaere i te pae o te riri o Ō-Rākau;
- he whakamārama i te āhua e whakaatatia ai te hononga o Ngā Ahi e Toru me ngā hoa pakanga i te whakahaerenga o te pae o te riri o Ō-Rākau ā muri atu;
- he whakarārangi i ngā mātāpono e noho tūāpapa ana ki te whakawhanaketanga o ēnei whakaritenga mō te pae o te riri o Ō-Rākau;
- he whakarite i ētehi atu take e hāngai ana; ā,
- kei raro i ngā herenga o ngā ture o Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance kua whakamanahia.

PURPOSE OF THIS DEED

This deed –

- sets out an account of the events that happened at Ō-Rākau;
- outlines the terms on which the parties have agreed the Ō-Rākau site will be owned and managed;
- outlines how the relationship of Ngā Ahi e Toru and ngā hoa pakanga will be reflected in the future management of the Ō-Rākau site;
- outlines the principles that have informed the development of these arrangements for the Ō-Rākau site;
- provides for other relevant matters; and
- is conditional upon Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation coming into force.

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DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO Ō-RĀKAU SITE

THIS DEED is made between

THE RAUKAWA SETTLEMENT TRUST

and

TE NEHENEHENUI

and

TE WHAKAKITENGA O WAIKATO INC as trustee of **THE WAIKATO RAUPATU LANDS TRUST**

and

THE CROWN

**NGĀ TURE O TE WHAKATAUNGA MŌ Ō-RĀKAU,
TE PAE O MAUMAHARA**

**TERMS OF DEED OF AGREEMENT RELATING TO
Ō-RĀKAU SITE**

1 HE WHAKAMĀRAMA

Whakamārama aronehe

- 1.1. Ko te pakanga o Ō-Rākau tētehi o ngā pakanga tino hira rawa i te hītori o Aotearoa. Koia te pakanga matua whakamutunga o tā te Karauna urutomo ki a Waikato. I ngā tau 1860, ko Waikato te pou o te Kīngitanga, he rangatohe iwi maha e whai ana i te mutunga o ngā kakaritanga i waenga iwi, i te pupuru whenua, i te whakamanatanga o te reo Māori i ngā take whakahaere i ō rātou anō hapori.
- 1.2. He mea urutomo a Waikato e te Ope Taua o Piritene i te Hūrae 1863, ā, tae noa mai ki te mutunga o Pēpuere 1864 kua kōkiri atu ki Kihikihī i muri i ngā kakaritanga wawana.¹ I te Māehe 1864 ka whakatau ngā kaihautū ki te hanga i tētehi pā i Ō-Rākau ki reira matatū ai.²
- 1.3. Tōna 300 o ngā Māori nō Tainui waka me ētahi anō iwi, he hatoru o rātou he wāhine he tamariki, i tū ki Ō-Rākau nōna i tāwhawhe ai e tōna 1,400 hōia Piritene i te 31 o Māehe 1864.³ E toru rā te roa o te pakanga, me te whakatau tata i mate tata ki te haurua o rātou e noho ana i roto i te pā.⁴ I whakanau ērā e toe ana i te pā i te tonu kia whakahauraro, ka pahiko ohorete atu, ā, i taua pahikotanga i hinga, i taotū rānei ētehi atu. E noho ana te māia i kitea i Ō-Rākau hei tohu mō te ātete Māori ki ngā mahi tika kore a te Karauna ko te hekenga ā-toto me te whakamōtī rawa te mutunga iho.
- 1.4. Kua whakaae te Karauna, i roto i te Whakaaetanga Whakataunga a Maniapoto, i te Whakaaetanga Whakataunga a Raukawa me te Whakaaetanga Whakataunga mō te Raupatu i Waikato, ko te raupatu – tae atu ki tana urutomo ki Waikato, ko te pakanga, te hekenga ā-toto me te raupatu whenua te mutunga iho – he tika kore, he takahi i te mana o Te Tiriti o Waitangi / Treaty of Waitangi me ana mātāpono.
- 1.5. Kāore anō ngā mahi hautoa me te whakawhere a ngā Māori i whawhai i Ō-Rākau kia whakamana tikahia i te pae o Ō-Rākau.⁵

¹ Tirohia te Mapi 5: The Waikato War, 1864-64 i roto i V. O'Malley, The Great War for New Zealand, Waikato 1800-2000, Te Whanganui-a-Tara, 2016, wh. 218.

² V. O'Malley, Te Rohe Potae War and Raupatu, Wai 898, A22, wh. 148; V. O'Malley, The Great War for New Zealand, Waikato 1800-2000, Te Whanganui-a-Tara, 2016, wh. 318.

³ O'Malley, The Great War for New Zealand, Waikato 1800-2000, Te Whanganui-a-Tara, 2016, wh. 321.

⁴ Te Manatū Taonga "The Battle of Ōrākau" (22 Oketopa 2021) New Zealand History <https://www.nzhistory.govt.nz>

⁵ V. O'Malley, The Great War for New Zealand, Waikato 1800-2000, Te Whanganui-a-Tara, 2016, wh. 329.

Ngā takenga hou

- 1.6. Mai rā anō i te tau 1864 e tautiakina ana te mōhiotanga me te tūhononga ki ngā mahi i te pakanga o Ō-Rākau e ētehi rōpū me ētehi tāngata. I te 2011 ka whakatūria The Battle of Ō-Rākau Heritage Society Inc, ki te arotahi ki te whakanui i te huritau 150 o taua pakanga me te whakaako i tana hītori ki ētehi atu hei ara whakahōnore i ngā mahi onamata me te whakatairanga i te whakareka me te māramatanga.
- 1.7. He mea hoko e te Karauna i te 2015 tētahi papanoho i te Rori o Arapuni, tērā i whakaarohia ko te pae o te pā o Ō-Rākau i tū ai te pakanga o Ō-Rākau. I hokona taua pae e te Karauna hei whakamana i te hiranga o te pae, me ngā mahi i taka i Ō-Rākau, ki te Māori me te Pākehā.
- 1.8. I te Noema 2017 ka tuhi reta te Karauna ki ētehi iwi e whakapuaki ana i te hiahia kia kōrerorerotia te anamata o taua pae. Nō te tōmuatanga o te 2018 kua whakawhanakehia e Maniapoto, Raukawa, me Waikato he marohi tuatahi mō te āhua e puritia ai te pae o te riri o Ō-Rākau hei whakanui i ērā katoa i whai pānga ki ngā mahi i taka i Ō-Rākau. I tukuna taua marohi ki ngā hoa pakanga kia whiwhi whakahoki kōrero.
- 1.9. Mai i taua wā e haere tonu ana ngā mahi whakawhanake kōwhiringa mō te anamata o te pae o te riri o Ō-Rākau. E whakapono tahi ana a Maniapoto, Raukawa, me Waikato (e mahi tahi ana hei Ngā Ahi e Toru mō ngā pūtake o tēnei whakaaetanga whakataunga) me te Karauna, e tika ana kia pūrongohia ngā wāhanga matua kua whakaaetia mō te anamata o te pae o Ō-Rākau.

1 BACKGROUND

Historical background

- 1.1. The battle of Ō-Rākau was one of the most significant events in the history of Aotearoa / New Zealand and was the last major battle of the Crown's invasion of Waikato. In the 1860s, Waikato was the centre of the Kīngitanga, a pan-tribal movement seeking the end of intertribal conflict, the retention of land, and Māori having a dominant voice in the governance of their own communities.
- 1.2. The British Army invaded Waikato in July 1863, and by the end of February 1864 soldiers had advanced to Kihikihi after much hard fighting.⁶ In March 1864 Māori leaders decided to construct a pā at Ō-Rākau where they would make a stand.⁷
- 1.3. About 300 Māori from Tainui waka and other tribal groups, one third of whom may have been women and children, were present at Ō-Rākau when it was encircled by some 1,400 British troops on 31 March 1864.⁸ The battle lasted for three days, and it has been

⁶ See Map 5: The Waikato War, 1864-64 in V. O'Malley, The Great War for New Zealand, Waikato 1800-2000, Wellington, 2016, p. 218.

⁷ V. O'Malley, Te Rohe Potae War and Raupatu, Wai 898, A22, p. 148; V. O'Malley, The Great War for New Zealand, Waikato 1800-2000, Wellington, 2016, p. 318.

⁸ O'Malley, The Great War for New Zealand, Waikato 1800-2000, Wellington, 2016, p. 321.

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estimated that about half the pā's occupants were killed.⁹ Those remaining refused an offer to surrender and made a surprise escape in the course of which they suffered additional casualties. The bravery shown at Ō-Rākau has become a symbol of Māori resistance in the face of the Crown's unjust actions that caused loss of life and devastation of property.

- 1.4. The Crown has acknowledged, in the Maniapoto Deed of Settlement, the Raukawa Deed of Settlement and the Waikato Raupatu Deed of Settlement, that raupatu – including its invasion of the Waikato which led to war, loss of life, confiscation of land – was unjust and a grievous breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 1.5. The courage and sacrifice of the Māori who fought at Ō-Rākau has never been sufficiently recognised at the Ō-Rākau site.¹⁰

Recent background

- 1.6. Since 1864 the knowledge of, and connection to, the events at the battle of Ō-Rākau have been maintained by a number of groups and individuals. In 2011 The Battle of Ō-Rākau Heritage Society Inc was established with a focus on commemorating the 150th anniversary of the battle to educate others about this history as a way to honour the past and promote healing and understanding.
- 1.7. In 2015 the Crown purchased a property on Arapuni Road, which is believed to contain the site of Ō-Rākau pā where the battle of Ō-Rākau occurred. The Crown purchased this property in recognition of the significance of the site, and the events at Ō-Rākau, to both Māori and Pākehā.
- 1.8. In November 2017, the Crown wrote to a number of iwi with a wish to discuss the future of the site. By early 2018 Maniapoto, Raukawa, and Waikato had developed an initial proposal for a way to hold the Ō-Rākau site that provided recognition for all those who had a connection to the events at Ō-Rākau. This proposal was provided to ngā hoa pakanga for comment.
- 1.9. Since then, work has continued on the development of options for the future of the Ō-Rākau site. Maniapoto, Raukawa, and Waikato (who are acting together as Ngā Ahi e Toru for the purposes of this deed) and the Crown now believe that it is appropriate to record key areas of agreement for the future of the Ō-Rākau site.

⁹ Ministry for Culture and Heritage "The Battle of Ōrākau" (22 October 2021) New Zealand History <https://www.nzhistory.govt.nz>.

¹⁰ V. O'Malley, *The Great War for New Zealand, Waikato 1800-2000*, Wellington, 2016, p 329.

2 NGĀ MĀTĀPONO ĀRAHI

- 2.1. I roto i ngā mahi whakawhanake i tēnei puka whakaaetanga, me ngā whakaritenga mō te pae o te riri o Ō-Rākau, kua arahina ngā rōpū e te whakaaetanga kia pēnei ngā āhuatanga pupuru me te whakahaere i te pae o te riri o Ō-Rākau, –
- 2.1.1. kia tū i runga i ngā uara ngātahi o te tika, te aroha, me te pono, me te awhero kia tino nui rawa ka taea tana hao mai i te katoa;
 - 2.1.2. kia hāngai ki ngā takohanga ā-tikanga a Ngā Ahi e Toru i runga anō i te tauwāhi o te pae o te riri o Ō-Rākau;
 - 2.1.3. kia whakaata i ngā kawenga a Ngā Ahi e Toru ki te pae o te riri o Ō-Rākau;
 - 2.1.4. kia whakarite kia kua te Karauna e noho hei rangatira mō te pae o te riri o Ō-Rākau;
 - 2.1.5. kia tuku kia āhei ana ngā hoa pakanga te whakapuaki i ō ratou tirohanga me ngā wheako rerekē e pā ana ki ngā mahi i Ō-Rākau;
 - 2.1.6. kia kauawhi, kia whakaritea anō hoki he wāhi ki ngā hoa pakanga, me te whakaata i taua wā anō hoki ka rerekē pea te āhua o aua hononga ki Ngā Ahi e Toru;
 - 2.1.7. kia tika te whakanui me te āhukahuka i ngā tūpuna i whai wāhi ki te pakanga o Ō-Rākau; ā;
 - 2.1.8. kia whakanuia te hira aronehe o te pakanga o Ō-Rākau.
- 2.2. Ko te koronga ka tukuna te pae o Ō-Rākau ki raro i ngā ingoa o ētehi tūpuna e ai ki tēnei whakaaetanga whakataunga. E whakapono ana a Ngā Ahi e Toru me te Karauna e tika ana kia āhukahuka tūmatanuitia, pūmautia āno hoki ērā i whai hononga ki te whenua i mua i te pakanga me te katoa o Ngā Ahi e Toru, ngā hoa pakanga i whai wāhi ki ngā mahi i te pae o Ō-Rākau. Tae rā anō ki ngā tāne, ngā wāhine me ngā tamariki i reira, ā, kīhai pea i āhukahuka tikahia, me ā rātou mahi, i mua. Mā te komokomo i a rātou ingoa ki roto i te mauhanga taitara e whakarite i tō rātou pāhono i te āhua mārama, tūmatanui, whaimana hoki ki te pae o Ō-Rākau mō te anamata. Mā tēra e ora mō ake tonu te tauākī 'ka whawhai tonu mātou, ake, ake, ake' nā te mea ka piri tonu ō rātou ingoa ki te whenua mō ake tonu.
- 2.3. Mā Ngā Ahi e Toru e kawē ngā motika me ngā haepapa hei kaipupuri ā-ture ki te pae o Ō-Rākau. Ko tā te aronga o te tūranga me ngā haepapa o Ngā Ahi e Toru e hāngai ana ki te pae o Ō-Rākau, he whakamana i ā rātou pānga ki Ō-Rākau me ōna whenua karapoti, ā, ka whakaata anō hoki i te hiranga tuku iho, aronehe, haere tonu hoki o te pae o Ō-Rākau ki a Maniapoto, Raukawa me Waikato.

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- 2.4. Ko te koronga o ngā māngai o Ngā Ahi e Toru, ki te whakawhitia ā muri atu te puritanga o te pae o te riri o Ō-Rākau mai i ngā tūpuna, me whakaata taua puritanga kē i te hira ā-ahurea, ā-hītori o te pae o te riri o Ō-Rākau.

2 GUIDING PRINCIPLES

- 2.1. In developing this deed, and the arrangements for the Ō-Rākau site, the parties have been guided by the understanding that the ownership and management arrangements for the Ō-Rākau site should, –
- 2.1.1. be founded on shared values of tika, aroha, and pono, as well as a desire to be as inclusive as possible;
 - 2.1.2. be consistent with the tikanga-based responsibilities of Ngā Ahi e Toru given the location of the Ō-Rākau site;
 - 2.1.3. reflect the kaitiaki responsibilities of Ngā Ahi e Toru over the Ō-Rākau site;
 - 2.1.4. ensure that the Ō-Rākau site does not remain in Crown ownership;
 - 2.1.5. provide for ngā hoa pakanga to be able to express their different perspectives and experiences in relation to the events at Ō-Rākau;
 - 2.1.6. be inclusive and provide for the connections of ngā hoa pakanga, while reflecting that the nature of those connections may be different to the connections of Ngā Ahi e Toru;
 - 2.1.7. recognise and acknowledge the tūpuna who participated in the battle of Ō-Rākau in an appropriate way; and
 - 2.1.8. recognise the national significance of the battle of Ō-Rākau.
- 2.2. The Ō-Rākau site is intended to vest in the names of a number of tūpuna in accordance with this deed. Ngā Ahi e Toru and the Crown believe that this is appropriate in order to publicly, and lastingly, recognise the presence of those that had a connection to the whenua before the battle and all Ngā Ahi e Toru and ngā hoa pakanga who participated in the events at the Ō-Rākau site. This includes the individual men, women, and children who were present and whose role and presence may not have been appropriately recognised in the past. Their recording on the record of title ensures that they have a visible, public, and formal presence associated with the Ō-Rākau site into the future. It continues the assertion ‘ka whawhai tonu mātou, ake, ake, ake’ as their names will now stand on the land forever.
- 2.3. Ngā Ahi e Toru will exercise the rights and responsibilities of legal owners in relation to the Ō-Rākau site. The intended role and responsibilities of Ngā Ahi e Toru in relation to the Ō-Rākau site acknowledges the customary interests in Ō-Rākau and its surrounding

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lands, and reflects the customary, historical and ongoing significance of the Ō-Rākau site to the iwi of Maniapoto, Raukawa and Waikato.

- 2.4. The representatives of Ngā Ahi e Toru intend that if, in the future, the ownership of the Ō-Rākau site is transferred from ngā tūpuna, any alternative ownership should also reflect the cultural and historical significance of the Ō-Rākau site.

3 HE WHAKAMĀRAMA MŌ ĒTEHI KUPU KUA WHAKAMAHIA I TĒNEI PUKA WHAKAAETANGA

- 3.1. E whakatakoto ana ngā whiti 3.2 ki te 3.4 i ngā whakamāramatanga o ētehi kupu Māori kua whakamahia i tēnei puka whakaaetanga, engari he kuputohu noa iho, ehara i te whakamāramatanga tukupū.

Ō-Rākau, Te Pae o Maumahara

- 3.2. Ka whakamahia ēnei kupu i roto i te taitara o te ture ka whakamana i tēnei puka.

Ngā Ahi e Toru

- 3.3. E rūpeke tahi ana ngā ahi e toru e tohu ana i ngā iwi e toru me ō rātou anō ahi, mahana, whakaaro pai, mahi ngātahi anō hoki i Ō-Rākau, e tiria ai taua mahana me te uara tētahi ki tētahi. E whakamahia ana aua kupu i tēnei puka whakaaetanga hei kōrero mō Raukawa, Maniapoto me Waikato.

Ngā hoa pakanga

- 3.4. Ko ngā hoa haumi i te pakanga, ko ērā i tae ki te tautoko, i ea hoki i a rātou te utu o te pakanga. Kua whakamahia aua kupu nei i tēnei puka whakaaetanga ki te kōrero mō ngā rōpū o ngā iwi, hapū me ngā whānau, i tua atu i Ngā Ahi e Toru, i tae ki te whawhai i te Pakanga o Ō-Rākau.

3 MEANING OF TERMS USED IN THIS DEED

- 3.1. Clauses 3.2 to 3.4 set out English explanations of certain Te Reo Māori terms used in this deed, but they are merely a guide, not definitions.

Ō-Rākau, Te Pae o Maumahara

- 3.2. Ō-Rākau, the threshold of memories. This term will be used in the name of the legislation giving effect to this deed.

Ngā Ahi e Toru

- 3.3. The three fires, symbolising the three iwi whose individual fires and warmth, good will, and mahi ngātahi come together for and at Ō-Rākau, where that warmth and value are shared

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with each other. This term is used in this deed to refer to Raukawa, Maniapoto and Waikato.

Ngā hoa pakanga

- 3.4. Allies at war, those who came to support and who also paid the price. This term is used in this deed to refer to the groups of iwi, hapū and whānau, other than Ngā Ahi e Toru, who came to support at the battle of Ō-Rākau.

4 RELATIONSHIP WITH OTHER TREATY OF WAITANGI SETTLEMENTS

- 4.1. The parties acknowledge that the Raukawa Deed of Settlement and the Maniapoto Deed of Settlement, –
- 4.1.1. provided recognition of the harm caused by Crown actions in relation to the battle of Ō-Rākau, and the wider context in which the battle of Ō-Rākau took place; but
- 4.1.2. were not contingent on the vesting of the Ō-Rākau site taking place.
- 4.2. The parties acknowledge that while the Waikato Raupatu Deed of Settlement does not explicitly refer to the battle of Ō-Rākau, it provided recognition of the harm caused by Crown actions within the wider context in which the battle of Ō-Rākau took place.
- 4.3. The parties agree that the ownership and management arrangements provided for in this deed in relation to the Ō-Rākau site, –
- 4.3.1. are not redress provided for in settlement of any historical te Tiriti o Waitangi / Treaty of Waitangi claims for any claimant group;
- 4.3.2. do not and will not form part of any redress provided for the settlement of the Waikato Remaining Historical Claims, which at the date of this deed have not been settled;
- 4.3.3. reflect the desire of the parties to acknowledge the history associated with, and the national significance of, the battle of Ō-Rākau; and
- 4.3.4. are intended to recognise the relationships between ngā hoa pakanga and Ngā Ahi e Toru, their tūpuna and descendants, and the Ō-Rākau site.

5 EACH PARTY'S OBLIGATIONS

- 5.1. The parties agree –
- 5.1.1. that the Crown has obligations under te Tiriti o Waitangi / the Treaty of Waitangi to ngā hoa pakanga and Ngā Ahi e Toru;

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- 5.1.2. that the representatives of Ngā Ahi e Toru have tikanga-based obligations to ngā hoa pakanga, given the location of the Ō-Rākau site and the participation, and loss, of members of those ngā hoa pakanga groups during the battle of Ō-Rākau;
- 5.1.3. that each party is responsible for meeting its respective obligations under clauses 5.1.1 and 5.1.2; and
- 5.1.4. to continue to work together to ensure that each party's respective obligations in clauses 5.1.1 and 5.1.2 continue to be met, acknowledging that the Crown will no longer have control over the Ō-Rākau site following the vesting.

6 HISTORICAL NARRATIVES

- 6.1. The representatives of Ngā Ahi e Toru will facilitate a process for ngā hoa pakanga and Ngā Ahi e Toru to develop historical narratives that cover the unique connection of their iwi, hapū and whānau to the battle of Ō-Rākau. Each historical narrative is intended to reflect the group's own perspective, and may include, –
 - 6.1.1. the reasons for that group's participation in the battle of Ō-Rākau;
 - 6.1.2. the wider context in which the battle of Ō-Rākau took place;
 - 6.1.3. the effects that participation in the battle of Ō-Rākau had at the time, and effects that continue through to today;
 - 6.1.4. the group's continuing association with the Ō-Rākau site today; and
 - 6.1.5. anything else that group considers relevant.
- 6.2. When the representatives of Ngā Ahi e Toru are satisfied that they have obtained one or more historical narrative(s) pursuant to clause 6.1, the representatives of Ngā Ahi e Toru will provide the historical narrative(s) to the Crown, and upon receipt by the Crown of the historical narrative(s) –
 - 6.2.1. the Crown must display the historical narrative(s) where this deed and Treaty Settlement documents in general are publicly available (which, as at the date of this deed, is on a public website); and
 - 6.2.2. the historical narrative(s) are deemed to form part of this deed as an annexure schedule.
- 6.3. The Crown will, in accordance with clauses 6.4 to 6.6, provide and administer a total amount of funding of \$306,000 (plus GST, if any) to contribute towards the engagement of specialists to carry out research to support the development of the historical narratives in clause 6.1.

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- 6.4. The parties acknowledge and agree that as at the date of this deed, the Crown –
- 6.4.1. has already committed \$84,400 of such funding; and
 - 6.4.2. will, subject to clauses 6.5 and 6.6, continue to administer such funding.
- 6.5. The representatives of Ngā Ahi e Toru may, at any time after the vesting date, give notice to The Office for Māori Crown Relations – Te Arawhiti requiring that the balance of any funding not committed under clause 6.4.2 is to be paid out to the managing entity, or one of the representatives of Ngā Ahi e Toru, as nominated by the representatives of Ngā Ahi e Toru. Such notice must –
- 6.5.1. be given and signed by all representatives of Ngā Ahi e Toru;
 - 6.5.2. identify the nominated entity; and
 - 6.5.3. include the details (including bank account details) of the nominated entity.
- 6.6. A reasonable time after The Office for Māori Crown Relations – Te Arawhiti receives the notice in clause 6.5, the Crown will make such payment to the nominated entity, for the purpose of supporting the representatives of Ngā Ahi e Toru to facilitate the process set out in clause 6.1.

7 VESTING AND TITLE MATTERS

Vesting of the Ō-Rākau site

- 7.1. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that the fee simple estate in the Ō-Rākau site will vest in tūpuna listed in a Schedule to Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation on the vesting date.
- 7.2. The Ō-Rākau site is to be vested on the terms provided by –
- 7.2.1. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation; and
 - 7.2.2. paragraph 2 of the property matters schedule.

Role of the representatives of Ngā Ahi e Toru

- 7.3. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that, despite the vesting in accordance with clause 7.1 and the registration of ngā tūpuna as the registered owners of the Ō-Rākau site, –
- 7.3.1. the representatives of Ngā Ahi e Toru have the rights and obligations of the registered owner of the Ō-Rākau site;

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- 7.3.2. the representatives of Ngā Ahi e Toru must exercise those rights and perform those obligations jointly, in the names of the representatives of Ngā Ahi e Toru; and
- 7.3.3. the Registrar-General and any other relevant person must have regard to the matters provided for in this clause 7.3.

Assignment of rights and responsibilities

- 7.4. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that any of the representatives of Ngā Ahi e Toru from time to time, may assign its status as representative of Ngā Ahi e Toru, to another entity that complies with clause 7.5, by notifying the other two of the representatives of Ngā Ahi e Toru of –
 - 7.4.1. the name and contact details of the replacement representative of Ngā Ahi e Toru, and if it is an unincorporated trust, the names of the trustees; and
 - 7.4.2. the date from which such assignment will take effect.
- 7.5. A representative of Ngā Ahi e Toru that wishes to assign its status in accordance with clause 7.4, must be satisfied that the replacement representative of Ngā Ahi e Toru –
 - 7.5.1. is appropriate to exercise the rights and obligations of a representative of Ngā Ahi e Toru under this deed and Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation; and
 - 7.5.2. has a structure that –
 - (a) provides for transparent decision making; and
 - (b) includes a dispute resolution process; and
 - 7.5.3. is accountable to the other representatives of Ngā Ahi e Toru for fulfilling the obligations under this deed and Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation.
- 7.6. From the date any assignment takes effect in accordance with section 17(5) of Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill, –
 - 7.6.1. the replacement representative of Ngā Ahi e Toru referred to in clause 7.4.1 will be jointly responsible for all past and future claims, liabilities and demands as registered owner of the Ō-Rākau site, together with the remaining representatives of Ngā Ahi e Toru; and
 - 7.6.2. the relevant representative of Ngā Ahi e Toru that is assigning its role will be released from all claims, liabilities and demands as registered owner of the Ō-Rākau site.

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- 7.7. Any assignment under clause 7.4 that takes effect in accordance with section 17(5) of Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill, will, at the same time, automatically operate to assign the interest of the relevant representative of Ngā Ahi e Toru in this deed to the replacement entity referred to in clause 7.4.1. The relevant representative of Ngā Ahi e Toru must give The Office for Māori Crown Relations – Te Arawhiti notice of the details in clause 7.4.1 and 7.4.2, at the same time as giving the notice required under clause 7.4.

Record of title for the Ō-Rākau site

- 7.8. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that the Registrar-General must, in accordance with a written application by a person authorised by the chief executive of Land Information New Zealand –

7.8.1. create a record of title for the fee simple estate in the Ō-Rākau site in the names of tūpuna listed in a schedule to Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation; and

7.8.2. record on the record of title for the Ō-Rākau site –

(a) any interests that are registered, noted, or to be noted, and that are described in the application; and

(b) that the land is subject to sections 11, 12, 13, 15(4) to 15(6), 17 and 18 of Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill.

- 7.9. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that the record of title for the Ō-Rākau site must be created as soon as is reasonably practicable after the vesting date, but not later than —

7.9.1. 3 months after the vesting date; or

7.9.2. any later date that is agreed in writing by the Crown and the representatives of Ngā Ahi e Toru.

Adding, removing, or amending ngā tūpuna names

- 7.10. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that –

7.10.1. the representatives of Ngā Ahi e Toru may jointly apply in writing to the Registrar-General to add, amend, or remove any tūpuna names on the record of title for the Ō-Rākau site; and

7.10.2. on receipt of an application that has been validly executed in accordance with clause 7.11, the Registrar-General must register ngā tūpuna, as altered by the application, as the owners of the fee simple estate in the Ō-Rākau site.

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Execution requirements

- 7.11. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that any –
- 7.11.1. instrument presented for registering an interest on the record of title for the Ō-Rākau site that must be executed by the representatives of Ngā Ahi e Toru; and
 - 7.11.2. application to add, amend, or remove any tūpuna names on the record of title for the Ō-Rākau site in accordance with clause 7.10.1,
- must be executed by or on behalf of each of the representatives of Ngā Ahi e Toru, in accordance with the requirements set out in clauses 7.12 to 7.14.
- 7.12. The persons who sign under clause 7.11 must state, on the relevant document, which representative of Ngā Ahi e Toru the relevant signatory represents.
- 7.13. Where the instrument or application referred to in clause 7.11 is being executed by the trustees of an unincorporated trust –
- 7.13.1. two trustees may sign on behalf of all of the trustees;
 - 7.13.2. the trustees' signatures must be witnessed; and
 - 7.13.3. the Registrar-General will be entitled to rely on an instrument or application executed in accordance with this clause 7.13.
- 7.14. To avoid doubt, but subject to clause 7.13 above, an instrument or application to be executed under clause 7.11, must be executed in accordance with the relevant entity's constitutional requirements.

References to ngā tūpuna on instruments

- 7.15. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that an instrument purporting to deal with the Ō-Rākau site does not need to individually name each of ngā tūpuna, but may instead refer collectively to "ngā tūpuna" (for the time being as registered owners of the Ō-Rākau site).

8 MANAGEMENT FOLLOWING VESTING

- 8.1. The Crown acknowledges and the representatives of Ngā Ahi e Toru agree that, –
- 8.1.1. the intention is for Ngā Ahi e Toru to establish a managing entity through which ngā hoa pakanga can be involved in the administration of the Ō-Rākau site; and
 - 8.1.2. the Crown will have no role in, and no oversight of, the managing entity beyond the role it has in respect of all charitable trusts and incorporated societies under

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the Charitable Trusts Act 1957 and the Incorporated Societies Act 2022 (if applicable).

- 8.2. The Crown will provide \$75,000.00 towards the establishment of the managing entity in accordance with clauses 8.3 and 8.4.
- 8.3. The representatives of Ngā Ahi e Toru may, at any time after the date of this deed, give notice to The Office for Māori Crown Relations – Te Arawhiti nominating the managing entity or one of the representatives of Ngā Ahi e Toru to receive the payment referred to in clause 8.2. Such notice must –
- 8.3.1. be given and signed by all representatives of Ngā Ahi e Toru;
 - 8.3.2. identify the nominated entity; and
 - 8.3.3. include the details (including bank account details) of the nominated entity.
- 8.4. On the later of –
- 8.4.1. the vesting date; and
 - 8.4.2. a reasonable time after the date that the Office for Māori Crown Relations – Te Arawhiti receives the notice referred to in clause 8.3,

the Crown will make such payment to the nominated entity.

- 8.5. To avoid doubt, the vesting is not contingent on the managing entity being established.

9 TRANSFER OUT OF NGĀ TŪPUNA OWNERSHIP

- 9.1. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide that if the representatives of Ngā Ahi e Toru transfer the Ō-Rākau site out of the ownership of ngā tūpuna –
- 9.1.1. the sections referred to in clause 7.8.2(b) will cease to apply to the Ō-Rākau site;
 - 9.1.2. the transfer instrument must include a statement that the land is no longer subject to the sections referred to in clause 7.8.2(b);
 - 9.1.3. upon registration of the transfer, the Registrar-General must remove the notations referred to in clause 7.8.2(b) from the record of title for the Ō-Rākau site; and
 - 9.1.4. this deed will come to an end.

10 GENERAL MATTERS

Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation

- 10.1. The Crown must propose Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill for introduction to the House of Representatives.
- 10.2. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation will provide –
- 10.2.1. for all matters for which legislation is required to give effect to this deed;
- 10.2.2. that nothing in Te Ture Whenua Māori Act 1993 applies to the Ō-Rākau site;
- 10.2.3. that, when acting jointly in relation to the Ō-Rākau site, the representatives of Ngā Ahi e Toru are not a trust constituted in respect of –
- (a) any Māori land for the purpose of section 236(1)(c) Te Ture Whenua Māori Act 1993; and
- (b) any General land owned by Māori for the purpose of section 236(1)(c) Te Ture Whenua Māori Act 1993; and
- 10.2.4. subject to the Crown receiving approval from Cabinet prior to Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill being introduced to the House of Representatives, that the land forming any part of the Ō-Rākau site is non-rateable for the purposes of the Local Government (Rating) Act 2002.
- 10.3. Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill proposed for introduction to the House of Representatives –
- 10.3.1. must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and
- 10.3.2. must be in a form that is satisfactory to Ngā Ahi e Toru and the Crown.
- 10.4. Ngā Ahi e Toru and the representatives of Ngā Ahi e Toru must support the passage of Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill through Parliament.

Vesting conditional

- 10.5. This deed, and the vesting, are conditional upon Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation coming into force.
- 10.6. However, clause 6, clauses 10.5 to 10.11, and clauses 11 to 13 are binding on its signing.

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Effect of this deed

10.7. This deed –

10.7.1. is "without prejudice" until it becomes unconditional; and

10.7.2. may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

10.8. Clause 10.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation nor enforcement of this deed.

Termination

10.9. The Crown or any one of the representatives of Ngā Ahi e Toru may terminate this deed, by notice to all the other parties, if –

10.9.1. Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill has not been introduced within 24 months after the date of this deed; and

10.9.2. the terminating party has given the other party at least 20 business days' notice of an intention to terminate.

10.10. If this deed is terminated by the Crown in accordance with its provisions, the Crown must seek to enter into a new deed or similar arrangement with Ngā Ahi e Toru on similar terms.

10.11. Despite clause 10.10 –

10.11.1. if this deed is terminated in accordance with its provisions, this deed is at an end, and the vesting will not occur under this deed;

10.11.2. other than specified in clause 10.10 this deed does not give rise to any rights or obligations; and

10.11.3. this deed remains "without prejudice".

Counterparts and electronic execution

10.12. This deed may be signed in counterparts (including electronic or scanned counterparts) which together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the original or same counterpart. For the purposes of the Contract and Commercial Law Act 2017, the parties agree that this deed, and any amendments or addendums, may be signed (and signatures may be witnessed) electronically using a secure signing method.

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Amendments

10.13. This deed may be amended only by written agreement signed by all the representatives of Ngā Ahi e Toru and the Crown.

Entire agreement

10.14. This deed –

10.14.1. constitutes the entire agreement between the parties; and

10.14.2. supersedes all earlier representations, understandings, and agreements.

No assignment or waiver

10.15. Clause 10.16 applies to rights and obligations under this deed or a vesting document.

10.16. Except as provided in this deed or a vesting document, a party –

10.16.1. may not transfer or assign its rights or obligations; and

10.16.2. does not waive a right by –

(a) failing to exercise it; or

(b) delaying in exercising it; and

10.16.3. is not precluded by a single or partial exercise of a right from exercising –

(a) that right again; or

(b) another right.

11 NOTICE

Application

11.1. Unless otherwise provided in this deed, or a vesting document, this clause applies to a notice under this deed or a vesting document.

Requirements

11.2. A notice given in relation to this deed must be –

11.2.1. in writing; and

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- 11.2.2. signed by the person giving it (but, if an unincorporated trust is giving the notice, it is effective if two trustees sign it); and
- 11.2.3. addressed to the recipient at its address, or email address as provided –
- (a) in clauses 11.6 to 11.9 (as applicable); or
 - (b) if the recipient has given notice of a new address or email address, in the most recent notice of a change of address or email address; and
- 11.2.4. given by –
- (a) personal delivery (including by courier) to the recipient’s street address; or
 - (b) sending it by pre-paid post addressed to the recipient’s postal address; or
 - (c) sending it by electronic mail to the recipient’s email address.
- 11.3. A notice given under this deed to the representatives of Ngā Ahi e Toru must be given to each of those entities as set out in clause 11.6.

Timing

- 11.4. A notice is to be treated as having been received –
- 11.4.1. at the time of delivery, if personally delivered; or
 - 11.4.2. on the sixth day after posting, if posted; or
 - 11.4.3. on the day of transmission, if sent by electronic mail.
- 11.5. However, if a notice is treated under clause 11.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

Addresses

- 11.6. The address of each of the representatives of Ngā Ahi e Toru is set out below –
- 11.6.1. Raukawa Settlement Trust –
 - 1-11 Raukawa Way
 - Tokoroa 3420
 - Private Bag 8
 - Tokoroa 3444

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11.6.2. Te Nehenehenui –

49 Taupiri St
Te Kūiti 3910

11.6.3. Te Whakakitenga o Waikato Inc as trustee of the Waikato Raupatu Lands Trust –

4 Bryce Street
PO Box 648
Hamilton 3240

11.7. The address of the Crown is –

C/- The Solicitor-General

Crown Law Office
Level 3
Justice Centre
19 Aitken Street
PO Box 2858
Wellington

Email address: library@crownlaw.govt.nz

11.8. The address of The Office for Māori Crown Relations – Te Arawhiti is –

Level 3, The Justice Centre
19 Aitken Street
SX10111
Wellington 6011

Email address: contactus@tearawhiti.govt.nz

11.9. If the representatives of Ngā Ahi e Toru are giving notice to the Crown in relation to this deed, the representatives of Ngā Ahi e Toru must also give notice to the landholding agency as set out below –

Land Information New Zealand
Wellington Office
Radio New Zealand House
Level 7, 155 The Terrace
PO Box 5501
Wellington 6145

Email address: Treaty@linz.govt.nz

12 DEFINITIONS

12.1. In this deed –

business day means a day that is not –

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki / Matariki Observance Day, or Labour Day; or
- (c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of –
 - (i) Auckland; or
 - (ii) Wellington;

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

date of this deed means the date this deed is signed by all parties;

deed of agreement and **deed** means the main body of this deed, and the schedules (including any historical accounts deemed to be part of the deed in clause 6.2.2);

disclosure information means the information given by the Crown about the Ō-Rākau site referred to in paragraph 1.1 of the property matters schedule;

GST –

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of the tax and indemnity schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST;

historical narrative means each historical narrative as referred to in clause 6.1;

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of the tax and indemnity schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax;

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indemnity demand means a demand made by the Indemnified Parties to the Crown under paragraph 1.8 of the tax and indemnity schedule for an indemnity payment;

indemnity payment means a payment made by the Crown under paragraph 1.9 of the tax and indemnity schedule;

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

landholding agency means Land Information New Zealand;

main body of this deed means all of this deed, other than the schedules;

managing entity means the entity as established under clause 8.1;

Maniapoto has the meaning set out in section 13 of the Maniapoto Claims Settlement Act 2022;

Maniapoto Deed of Settlement means the Deed of Settlement of Historical Claims between Maniapoto, Te Nehenehenui and the Crown dated 11 November 2011;

Ngā Ahi e Toru means Raukawa, Maniapoto, and Waikato;

ngā hoa pakanga means those iwi, hapū, and whānau, other than Ngā Ahi e Toru, with tūpuna who had a presence at, or connection to, the Ō-Rākau site during or prior to the battle;

ngā tūpuna means the tūpuna who participated in the battle of Ō-Rākau, as –

- (a) listed in a Schedule to Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation as provided for in clause 7.1; and
- (b) updated from time to time in accordance with clause 7.10 following creation of the record of title;

Ō-Rākau site means the property described in paragraph 3 of the property matters schedule;

party means –

- (a) the representatives of Ngā Ahi e Toru; and
- (b) the Crown;

person includes an individual, a corporation sole, a body corporate, and an unincorporated body;

property matters schedule means the property matters schedule to this deed;

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Raukawa has the meaning set out in clause 13 of the Raukawa Claims Settlement Act 2014;

Raukawa Deed of Settlement means the Deed of Settlement of Historical Claims between Raukawa, the Raukawa Settlement Trust, and the Crown, dated 2 June 2012;

Raukawa Settlement Trust means the trust of that name established by a trust deed dated 17 October 2009;

record of title has the meaning given in section 5(1) of the Land Transfer Act 2017;

Registrar-General has the meaning as given to Registrar in section 5(1) of the Land Transfer Act 2017;

representative of Ngā Ahi e Toru means each of the following entities, representing the relevant Iwi (or a replacement of any such entity referred to in clause 7.4.1) –

- (a) for Maniapoto, the trustees of Te Nehenehenui;
- (b) for Raukawa, the trustees of the Raukawa Settlement Trust; and
- (c) for Waikato, Te Whakakitenga o Waikato Incorporated, as trustee of the Waikato Raupatu Lands Trust;

schedules means the schedules to this deed, being the property matters schedule, the tax and indemnity schedule, and the schedule containing Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill;

tax includes income tax and GST;

tax and indemnity schedule means the tax and indemnity schedule to this deed;

tax indemnity means an indemnity given by the Crown under the tax and indemnity schedule;

Te Nehenehenui means the trust of that name established by the Te Nehenehenui Trust Deed dated 17 October 2021;

Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill means the draft bill attached in the last schedule to this deed;

Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation means, if the bill to implement this deed proposed by the Crown for introduction to the House of Representatives is passed, the resulting Act;

Te Whakakitenga o Waikato Inc means the incorporation with the incorporation number 951867, acting as the trustee of the Waikato Raupatu Lands Trust;

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trustees of Te Nehenehenui has the meaning given in section 12(1) of the Maniapoto Claims Settlement Act 2022;

trustees of the Raukawa Settlement Trust has the meaning given in section 12 of the Raukawa Claims Settlement Act 2014;

vesting means the vesting of the Ō-Rākau site in ngā tūpuna in accordance with clause 7.1 and Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation;

vesting date means the date that is 20 business days after the date on which Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation comes into force;

vesting document means a document to give effect to the vesting under this deed;

Waikato Raupatu Lands Trust means the trust of that name established by a trust deed dated 10 November 1995;

Waikato has the meaning given in section 7 of the Waikato Raupatu Claims Settlement Act 1995;

Waikato Raupatu Deed of Settlement means the deed of settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995; and

Waikato Remaining Historical Claims means the historical claims that derive from a Waikato whakapapa and relate to acts or omissions by or on behalf of the Crown before 21 September 1992 and remain unsettled as referred to in the Terms of Negotiation dated 14 December 2020 between the Waikato-Tainui negotiator (on behalf of Waikato) and the Crown.

13 INTERPRETATION

- 13.1. This clause applies to this deed's interpretation, unless the context requires a different interpretation.
- 13.2. Headings do not affect the interpretation.
- 13.3. A term defined by –
 - 13.3.1. this deed has the meaning given to it by this deed; and
 - 13.3.2. Te Pire mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Bill, but not by this deed, has the meaning given to it by that bill.
- 13.4. All parts of speech and grammatical forms of a defined term have corresponding meanings.

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

- 13.5. The singular includes the plural and vice versa.
- 13.6. One gender includes the other genders.
- 13.7. Any monetary amount is in New Zealand currency.
- 13.8. Time is New Zealand time.
- 13.9. Something that must or may be done on a day that is not a business day must or may be done on the next business day.
- 13.10. A reference to –
- 13.10.1. an agreement or document, including this deed, means that agreement or that document as amended, novated, or replaced; and
 - 13.10.2. legislation, including Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation, means that legislation as amended, consolidated or substituted; and
 - 13.10.3. a party includes a permitted successor of that party; and
 - 13.10.4. a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 13.11. An agreement by two or more persons binds them jointly and severally.
- 13.12. If the Crown must endeavour to do something or achieve some result, the Crown –
- 13.12.1. must use reasonable endeavours to do that thing or achieve that result; but
 - 13.12.2. is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 13.13. Provisions in –
- 13.13.1. the main body of this deed are referred to as clauses; and
 - 13.13.2. the property matters and tax and indemnity schedules are referred to as paragraphs; and
 - 13.13.3. the draft vesting bill are referred to as sections.
- 13.14. If there is a conflict between a provision that is in the main body of this deed and a provision in a schedule, the provision in the main body of the deed prevails.

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED as a deed:

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Kataraina Hodge

WITNESS



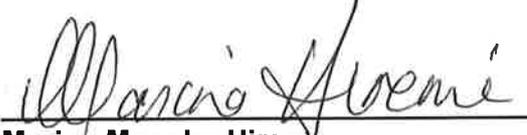
Name: Maxine Addison

Occupation: AOD Counsellor.

Address: 53 Mutu Street Te Awamutu

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –


Marina Monehu Hireme

WITNESS



Name: KIM BLOMFIELD

Occupation: EXECUTIVE ASSISTANT

Address: 1-11 RAUKAWA WAY
TOKOROA

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Huia Te Ata Huruhanga Te Kanawa

WITNESS

M-Clark

Name: Matina Clarke

Occupation: Teacher

Address: 902 Williams Street, Mahora, Hastings

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Nachele Griffiths

WITNESS



Name: KIM BLOMFIELD

Occupation: EXECUTIVE ASSISTANT

Address: 1-11 RAUKAWA WAY
TOKOROA

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Juanita Elaine Temarama

WITNESS



Name: Maara Utanga
Occupation: Receptionist.

Address: 1-11 Raukawa Way

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Cohra Jay Taihako Maui

WITNESS



Name: **KIM BLOMFIELD**

Occupation: **EXECUTIVE ASSISTANT**

Address: **1-11 RAUKAWA WAY**
TOKOROA

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Debbie Jean Davies

WITNESS



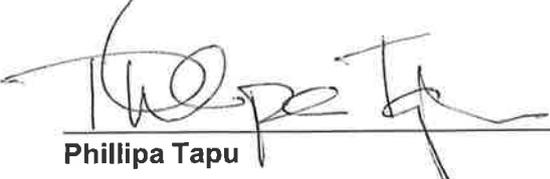
Name: Renae Kennett

Occupation: Client Manager

Address: 136 Lakewood Drive,
Taupo

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –


Phillipa Tapu

WITNESS



Name: Te Rehua Pareteuaki Tapu-Maniapoto

Occupation: Student

Address: 1239 Arapuni Road

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –


Rina Polly Lawson
Rina Polly Lawson

WITNESS



Name: Kim BLOWFIELD

Occupation: EXECUTIVE ASSISTANT

Address: 1-11 RAUKAWA WAY
TOKOROA

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Steven Cecil Daryll Oxenham

WITNESS



Name: Kim Blomfield

Occupation: Executive Assistant

Address: 1-11 Raukawa Way
TOKOROA

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Grant Thompson

WITNESS

Kim Blomfield

Name: Kim Blomfield

Occupation: Executive Assistant

Address: 111 Raukawa Way
TOKOROA

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Donnie Maria Parker

WITNESS



Name: *Kim Blomfield*

Occupation: *Executive Assistant*

Address: *1-11 Raukawa Way*
TOKOROA

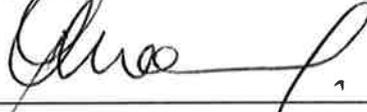
TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Waimatao Jordene Sydney

WITNESS



Name: Dama Leaf

Occupation: Trustee, Tangata Marae

Address: 206 Douglas Road, Okaiawa, Matamata

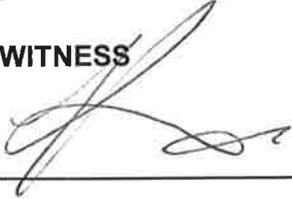
TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



Paraone Francis Gloyne

WITNESS



Name: Kingi Kinona.

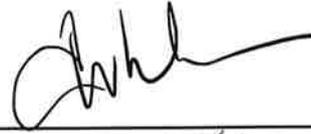
Occupation: Deputy Chief Executive, Te Aka Whai Ora

Address: 181A Tipapatuku Road

Dannevirke 4930.

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **RAUKAWA SETTLEMENT**
TRUST by the trustees in the
presence of –



James Luke Te Whakaheke Whetu

WITNESS



Name: Tim Watson

Occupation: Farmer

Address: Henry Watson Road, Richmond Downs

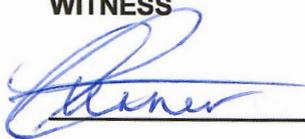
TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Bella Luana Takiari-Brame

WITNESS



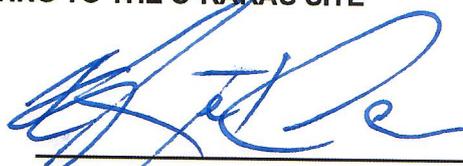
Name: *Charmaine Turner*

Occupation: *Executive Assistant*

Address: *17a South Str, Te Kūiti*

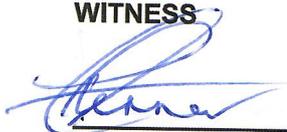
**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Arepa Kruger Wetera

WITNESS



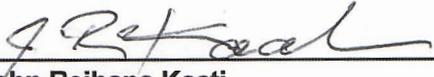
Name: Charmaine Turner

Occupation: Executive Assistant

Address: 17a South St, Te Kūiti

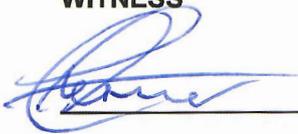
**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



John Reihana Kaati

WITNESS



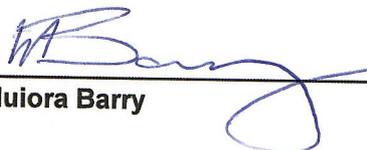
Name: *Charmaine Turner*

Occupation: *Executive Assistant*

Address: *17a South St, Te Kuiti*

**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Muiora Barry

WITNESS



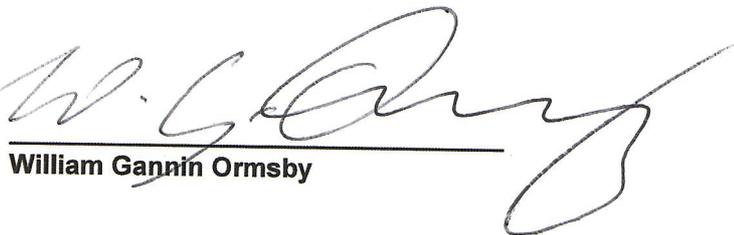
Name: *Charmaine Turner*

Occupation: *Executive Assistant*

Address: *17a South St, Te Kaiti*

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



William Gannin Ormsby

WITNESS



Name: *Charmaine Turner*

Occupation: *Executive Assistant*

Address: *17a South St, Te Kuiti*

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Shannon Tariki Mangu Manawaiti

WITNESS



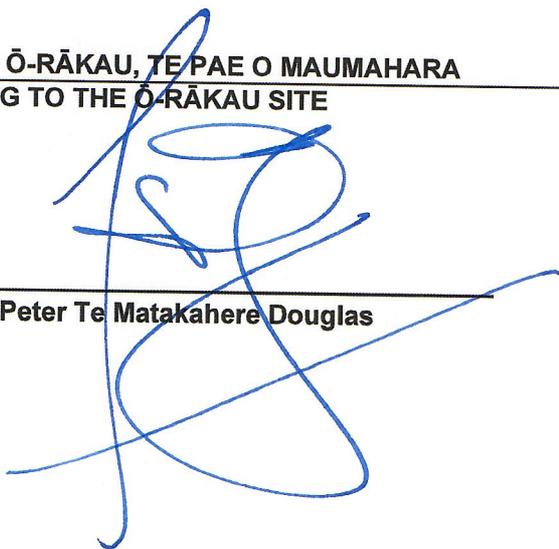
Name: Charmaine Turner

Occupation: Executive Assistant

Address: 17a South st, Te Kūiti

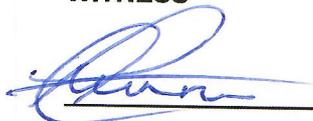
**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Peter Te Matakahere Douglas

WITNESS



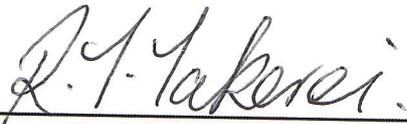
Name: *Charmone Turner*

Occupation: *Executive Assistant*

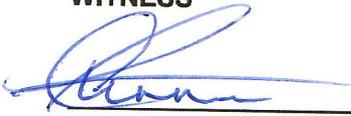
Address: *17a South St, Te Kuiti*

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –


Ronald Tahi Takerei

WITNESS



Name: *Charmaine Turner*

Occupation: *Executive Assistant*

Address: *17a South st, Te Kaiti*

**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –


Maria Pareraukawa Te Huia Maniapoto

WITNESS



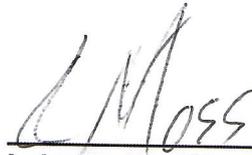
Name: *Charmaine Turner*

Occupation: *Executive Assistant*

Address: *17a South St, Te Kuiti*

**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Luke Thomas Moss

WITNESS



Name: *Charmone Turner*

Occupation: *Executive Assistant*

Address: *17a South St, Te Kaiti*

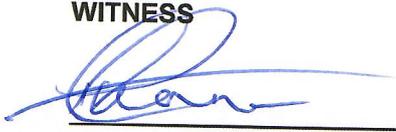
**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Wanairangi Kihī Rachael Tuwhangai

WITNESS



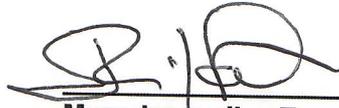
Name: *Charmaine Turner*

Occupation: *Executive Assistant*

Address: *176 South St, Te Kūiti*

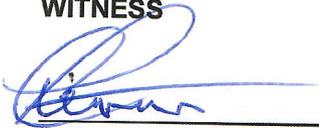
TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Mary Jacqueline Tapu

WITNESS



Name: Charmaine Turner

Occupation: Executive Assistant

Address: 17a South St, Te Kuiti

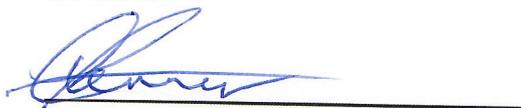
**TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE**

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Georgina Annette Winter

WITNESS



Name: Charmaine Turner

Occupation: Executive Assistant

Address: 17a South St, Te Kaiti

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf
of **TE NEHENEHENUI** by the
trustees in the presence of –



Kathryn Kahu McClintock

WITNESS



Name: Charmaine Turner

Occupation: Executive Assistant

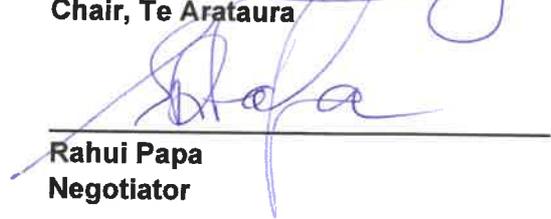
Address: 17c South St, Te Kuiti

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

TE WHAKAKITENGA O WAIKATO INC)
as trustee of the **WAIKATO RAUPATU**)
LANDS TRUST)
was affixed in the
presence of –



Tukoroirangi Morgan
Chair, Te Arataura



Rahui Papa
Negotiator

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE

SIGNED for and on behalf of **THE CROWN** by –



The Minister for Māori Crown Relations:
Te Arawhiti in the presence of -

Hon Kelvin Davis

WITNESS



Name: Jaz Nathan

Occupation: Private Secretary

Address: Parliament Buildings, Wellington

2 October 2023

The Minister of Finance
(only in relation to the tax indemnities) in
the presence of –



Hon Grant Robertson

WITNESS



Name: Lachlan Stark

Occupation: Private Secretary

Address: Parliament Buildings, Wellington

30 September 2023

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE
PROPERTY MATTERS SCHEDULE

PROPERTY MATTERS SCHEDULE

1 DISCLOSURE AND WARRANTY

Disclosure information

- 1.1. The Crown has provided information to the representatives of Ngā Ahi e Toru about the Ō-Rākau site, by The Office for Māori Crown Relations – Te Arawhiti on 19 June 2023.

Warranty

- 1.2. The Crown warrants to the representatives of Ngā Ahi e Toru that the Crown has given to the representatives of Ngā Ahi e Toru in its disclosure information about the Ō-Rākau site, all material information that, to the best of the land holding agency's knowledge, is at the date of providing that information, in the agency's records about the property (including its interests),–
- 1.2.1. having inspected the agency's records; but
- 1.2.2. not having made enquiries beyond the agency's records; and
- 1.2.3. in particular, not having undertaken a physical inspection of the property.

Warranty limits

- 1.3. Other than under paragraph 1.2, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –
- 1.3.1. the Ō-Rākau site, including in relation to –
- (a) its state, condition, fitness for use, occupation, or management; or
- (b) its compliance with –
- (i) legislation, including bylaws; or
- (ii) any enforcement or other notice, requisition, or proceedings; or
- 1.3.2. the disclosure information, including in relation to its completeness or accuracy.
- 1.4. The Crown has no liability in relation to the state or condition of the Ō-Rākau site, except for any liability arising as a result of a breach of paragraph 1.2.

TE WHAKAAETANGA WHAKATAUNGA MŌ Ō-RĀKAU, TE PAE O MAUMAHARA
DEED OF AGREEMENT RELATING TO THE Ō-RĀKAU SITE
PROPERTY MATTERS SCHEDULE

Inspection

- 1.5. Although the Crown is not giving any representation or warranty in relation to the Ō-Rākau site, other than under paragraph 1.2, the representatives of Ngā Ahi e Toru each acknowledge that they could, before the date of this deed, –
- 1.5.1. inspect the property and determine its state and condition; and
 - 1.5.2. consider the disclosure information in relation to it.

2 VESTING

Same management regime and condition

- 2.1. Until the vesting date, the Crown must –
- 2.1.1. continue to manage and administer the Ō-Rākau site in accordance with its existing practices for the site; and
 - 2.1.2. maintain the Ō-Rākau site in substantially the same condition that it is in at the date of this deed.
- 2.2. Paragraph 2.1 does not require the Crown to restore or repair the Ō-Rākau site if it is damaged by an event beyond the Crown's control.

Survey and registration

- 2.3. The Crown must arrange, and pay for, –
- 2.3.1. the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of the Ō-Rākau site to the extent it is required to enable the issue, under Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation, of a record of title for the fee simple estate in the Ō-Rākau site; and
 - 2.3.2. the registration of any document required in relation to the vesting under Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance Legislation of the Ō-Rākau site in ngā tūpuna.

Legislative provisions

- 2.4. Te Ture mō Ō-Rākau, Te Pae o Maumahara / The Ō-Rākau Remembrance legislation will provide that –
- 2.4.1. the vesting of the Ō-Rākau site –
 - (a) is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A and 24AA do not apply to the disposition; and

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(b) does not limit sections 10 and 11 of the Crown Minerals Act 1991 or affect other rights to subsurface minerals; and

2.4.2. section 11 and Part 10 of the Resource Management Act 1991 do not apply to the vesting of the Ō-Rākau site.

3 THE Ō-RĀKAU SITE

Site Name	Description
Ō-Rākau site	<i>South Auckland Land District – Waipa District</i> 9.7254 hectares more or less, being Lot 1 DPS 19526 and Lot 1 DPS 25608. All transfer 10039559.1.

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TAX AND INDEMNITY SCHEDULE

1 TAX AND INDEMNITY PROVISIONS

Indemnity

- 1.1. The vesting of the Ō-Rākau site in accordance with clause 7.1, the granting of the rights and obligations in accordance with clause 7.3.1, and the provision of the Specified Payments, is not intended to be –
- 1.1.1. a taxable supply for GST purposes; or
 - 1.1.2. assessable income for income tax purposes.
- 1.2. The Crown therefore, indemnifies the Indemnified Parties for –
- 1.2.1. any GST payable in respect of vesting of the Ō-Rākau site in accordance with clause 7.1, the granting of the rights and obligations in accordance with clause 7.3.1, and the provision of the Specified Payments; and
 - 1.2.2. any income tax payable as a result of vesting of the Ō-Rākau site in accordance with clause 7.1, the granting of the rights and obligations in accordance with clause 7.3.1, and the provision of the Specified Payments; and
 - 1.2.3. any reasonable cost or liability incurred by the Indemnified Parties in taking, at the Crown's direction, action –
 - (a) relating to an indemnity demand; or
 - (b) under paragraph 1.13 or paragraph 1.14.1(b).

Limits

- 1.3. The tax indemnity in paragraph 1.2 does not apply to any tax payable in respect of any amounts obtained by the Indemnified Parties from the subsequent use and disposal of the Ō-Rākau site or the subsequent exercise or use of the rights and obligations referred to in clause 7.3.1.

Acknowledgements

- 1.4. To avoid doubt, the parties acknowledge that no consideration is being provided by the Indemnified Parties for the vesting of the Ō-Rākau site in accordance with clause 7.1, the granting of the rights and obligations in accordance with clause 7.3.1, and the provision of the Specified Payments.

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Consistent actions

- 1.5. None of the Indemnified Parties, any person associated with one or more of them, or the Crown will act in a manner that is inconsistent with this schedule.
- 1.6. In particular, the Indemnified Parties agree that none of them, nor any person associated with one or more of them, will claim with respect to the vesting of the Ō-Rākau site in accordance with clause 7.1, the granting of the rights and obligations in accordance with clause 7.3.1, and the provision of the Specified Payments, or an indemnity payment, –
- 1.6.1. an input credit for GST purposes; or
- 1.6.2. a deduction for income tax purposes.

Indemnity demands

- 1.7. Any of the Indemnified Parties, and the Crown, must give notice to the other parties as soon as reasonably possible after becoming aware that the Indemnified Parties may be entitled to an indemnity payment.
- 1.8. An indemnity demand –
- 1.8.1. may be made at any time after the vesting date; but
- 1.8.2. must not be made more than 20 business days before the due date for payment of the tax, whether that date is –
- (a) specified in an assessment; or
- (b) a date for the payment of provisional tax; or
- (c) otherwise determined; and
- 1.8.3. must be accompanied by –
- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
- (b) if the demand relates to GST and the Crown requires, a GST tax invoice or taxable supply information.

Indemnity Payments

- 1.9. If the Indemnified Parties are entitled to an indemnity payment, the Crown may make the payment to –
- 1.9.1. the Indemnified Parties; or

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- 1.9.2. the Commissioner of Inland Revenue, on behalf of, and for the account of, the Indemnified Parties.
- 1.10. The Indemnified Parties must pay the indemnity payment received by them to the Commissioner of Inland Revenue, by the later of –
- 1.10.1. the due date for payment of the tax; or
- 1.10.2. the next business day after receiving the indemnity payment.

Repayment

- 1.11. If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the Indemnified Parties must promptly repay to the Crown any amount that –
- 1.11.1. the Commissioner of Inland Revenue refunds or credits to the Indemnified Parties; or
- 1.11.2. the representatives of Ngā Ahi e Toru have received but have not paid, and are not required to pay, to the Commissioner of Inland Revenue.
- 1.12. The Indemnified Parties have no right of set-off or counterclaim in relation to an amount payable by any one or more of them under paragraph 1.11.

Rulings

- 1.13. The Indemnified Parties must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the vesting of the Ō-Rākau site in accordance with clause 7.1, the granting of the rights and obligations in accordance with clause 7.3.1, and the provision of the Specified Payments.

Control of disputes

- 1.14. If the Indemnified Parties are entitled to an indemnity payment, the Crown may –
- 1.14.1. by notice to the Indemnified Parties, require them to –
- (a) exercise a right to defer the payment of tax; and/or
- (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, -
- (i) a tax assessment; and/or
- (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

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- 1.14.2. nominate and instruct counsel on behalf of the Indemnified Parties whenever it exercises its rights under paragraph 1.14.1; and
- 1.14.3. recover from the Commissioner of Inland Revenue any tax paid that is refundable.
- 1.15. In this schedule –
- 1.15.1. **Indemnified Parties** means –
- (a) in respect of the Ō-Rākau site, the representatives of Ngā Ahi e Toru; and
 - (b) in respect of the payments referred to in clause 6.5 and clause 8.2, the entity or entities that receive such payments from the Crown; and
- 1.15.2. **Specified Payments** means –
- (a) if paid, the payment referred to in clause 6.5; and
 - (b) the payment referred to in clause 8.2.