

**TE AUPŌURI**

**and**

**THE CROWN**

---

**DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS**

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*BY*

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**1. TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT  
AND WELLBEING ACCORD**

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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

TE HIKU O TE IKA  
and  
HER MAJESTY THE QUEEN

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Te Hiku o Te Ika Iwi - Crown  
SOCIAL DEVELOPMENT AND WELLBEING ACCORD

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[Date]



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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

The TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD is signed on [date], between:

*The Iwi of Te Hiku o Te Ika*

Signed for and on behalf of Ngāti Kuri by the trustees of the [name of post settlement governance entity]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Signed for and on behalf of Te Aupōuri by the trustees of Te Rūnanga Nui o Te Aupōuri Trust:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:



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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Signed for and on behalf of NgāiTakoto by the trustees of Te Rūnanga o NgāiTakoto:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Signed for and on behalf of Te Rarawa by the trustees of Te Rūnanga o Te Rarawa:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

and



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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**HER MAJESTY THE QUEEN**

**SIGNED** for and on behalf of her Majesty the Queen by the Prime Minister, the Minister of Social Development and the Minister of Māori Affairs.

\_\_\_\_\_  
Rt Hon John Key  
Prime Minister

\_\_\_\_\_  
Hon Paula Bennett  
Minister of Social Development

\_\_\_\_\_  
Hon Dr Pita Sharples  
Minister of Māori Affairs

in the presence of:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:

Address:



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**1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD**

**THE PARTIES**

**Te Hiku o Te Ika Iwi**

1. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri; and
  - b. Te Aupōuri; and
  - c. Ngāi Takoto; and
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
2. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
3. Although Ngāti Kahu is not a party to this Accord, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Accord, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
4. Ngāti Kahu may become a party to this Accord at any time by giving written notice to the parties.

**The Crown**

5. The Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers or their delegates who are signatories to the Accord and Departments of the Crown that sign portfolio agreements with the Te Hiku o Te Ika Iwi pursuant to this Accord.

**PURPOSE**

6. The purpose of the Accord is to provide a means for the Crown and Te Hiku o Te Ika Iwi to work together to improve the social wellbeing of the people of Te Hiku o Te Ika. The Accord sets out the structures and relationships that will guide the parties in their collaboration to improve the social circumstances of Te Hiku o Te Ika Iwi, hapū and whānau, and the wider community.
7. The parties will work together to realise the Purpose and the Shared Outcomes as set out in Clause 21 below (and as modified or changed by the parties from time to time), and as further defined in applicable portfolio agreements.
8. The Crown recognises that tailored measures may be required from time to time in the rohe of Te Hiku o Te Ika in order to improve the social circumstances of Te Hiku o Te Ika Iwi, hapū and whānau, and the wider community. The Crown will take steps to, within available resources, achieve progressively the full realisation of the social, economic and cultural objectives envisaged by the Accord, for the betterment of Te Hiku o Te Ika Iwi.

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9. The Accord provides for regular meetings of the parties and includes a series of portfolio agreements, which provide for Te Hiku o Te Ika Iwi input into Government priority setting, decision-making, and monitoring and evaluation related to Government investment in social development and wellbeing, including in the education, labour, housing, internal affairs, justice, economic development and Māori Affairs sectors.

**CONTEXT**

10. The Crown has entered into this Social Development and Wellbeing Accord ("the Accord") as part of the settlement of the historical Treaty of Waitangi claims of the following iwi:

- Ngāti Kuri
- Te Aupōuri
- Ngāi Takoto
- Te Rarawa

(together with the Crown "the parties")

11. The historical context for this Accord stems from the Crown's failure to ensure that Te Hiku o Te Ika iwi were left with sufficient land and resources for their ongoing maintenance and support. This failure was compounded by a lack of economic development and social services which iwi were led to expect from early land transactions with the Crown.
12. In the nineteenth century, Crown purchasing of Te Hiku o Te Ika iwi lands, and the sale of further land following the Native Land Court processes, alienated iwi from a large portion of their traditional lands and resources. By 1865, nearly half of the land in Te Hiku o Te Ika was no longer in iwi ownership. There were few benefits from these land sales because settlement did not occur on most of the lands in Crown ownership. There was little development of infrastructure and few social services.
13. In the twentieth century, the iwi were excluded from effective control of much of their remaining lands for long periods of time when it came under the control and supervision of the Tokerau Maori Land Board and other Crown agencies. Decisions about land use and occupation were made by officials. By 1908, less than 20 percent of the district remained in Māori ownership and today just eight percent of Te Hiku o Te Ika land is in Māori ownership.
14. This land loss limited meaningful participation by iwi in the social and economic development within their rohe. Over time iwi found that even a subsistence lifestyle was not possible for most of their members. Loss of land and autonomy together with economic marginalization had devastating effects on the social, economic, cultural, physical and spiritual wellbeing of the iwi that continue to be felt today.<sup>1</sup> Te Hiku o Te Ika Iwi have lacked opportunities for economic and social development and some have endured extreme poverty and poor health.

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<sup>1</sup> The census data classifies Te Hiku o Te Ika as an area of social deprivation and its members are over represented in criminal justice statistics.

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15. The Accord now sets out the way in which the parties will improve their relationship based on the Te Tiriti o Waitangi / Treaty of Waitangi and its principles by working together in a new way to design processes and contribute to the social development and wellbeing of the whānau, hapū and iwi of Te Hiku o Te Ika. Each of the iwi who are party to the Accord are also committed to working together collaboratively for the benefit of their people whilst recognising that each iwi retains its own mana motuhake.

**SCOPE OF ACCORD**

16. The Accord will apply to all those matters as agreed in this document and the attached portfolio agreements, memoranda of understanding or similar agreements between Te Hiku o Te Ika Iwi and Ministers of the Crown, or their delegates and/or Chief Executives of Crown agencies.

**SHARED RELATIONSHIP PRINCIPLES**

17. The parties have entered into the Accord in good faith based on their respective commitments to each other.

18. The parties are committed to establishing, maintaining and strengthening positive, co-operative and enduring relationships, and agree to:

- a. Give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi;
- b. Respect the autonomy of the parties and their individual mandates, roles and responsibilities;
- c. Actively work together using shared knowledge and expertise to achieve the purpose and vision;
- d. Co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;
- e. Engage early on issues of known interest to either of the parties;
- f. Enable and support the use of te reo and tikanga Māori; and
- g. Acknowledge that the parties' relationship is evolving.

19. The parties will endeavour to work together to resolve any issues that may arise in the application of these principles.

**SHARED VISION**

20. The shared vision of the parties is:

The communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.

Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku o Te Ika i te oranga tonutanga, kia rānea.

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**SHARED SOCIAL DEVELOPMENT AND WELL BEING OUTCOMES**

21. The parties to this Accord are committed to achieving the following shared social development and wellbeing outcomes (“the Shared Outcomes”) through this Accord:

**OUTCOME 1: Secure Standard of Living:** The members of Te Hiku o Te Ika Iwi have a secure standard of living comparable to the New Zealand population as a whole.

**OUTCOME 2: Educated and Skilled:** The members of Te Hiku o Te Ika Iwi are well educated and skilled people who contribute positively to society and their own wellbeing.

**OUTCOME 3: Culturally Strong:** The members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.

**OUTCOME 4: Healthy:** The members of Te Hiku o Te Ika Iwi are addressing their health needs in a holistic way, and are accessing health services that are appropriate to their needs and culture.

**OUTCOME 5: Well Housed:** The members of Te Hiku o Te Ika Iwi are living in healthy and secure environments that are appropriate to their needs and culture.

**OUTCOME 6: Economically Secure and Sustainable:** The members of Te Hiku o Te Ika Iwi are engaging in a diverse, progressive and sustainable economy.

**OUTCOME 7: Respected and Safe:** The members of Te Hiku o Te Ika Iwi are living in a safe and just society where there is respect for civil and democratic rights and obligations.

22. The parties may decide to prioritise certain Shared Outcomes within specific time periods by mutual agreement in writing. The parties may also decide to modify or replace these Shared Outcomes by mutual agreement in writing.

**MECHANISMS**

23. The parties will implement this Accord through the following mechanisms:

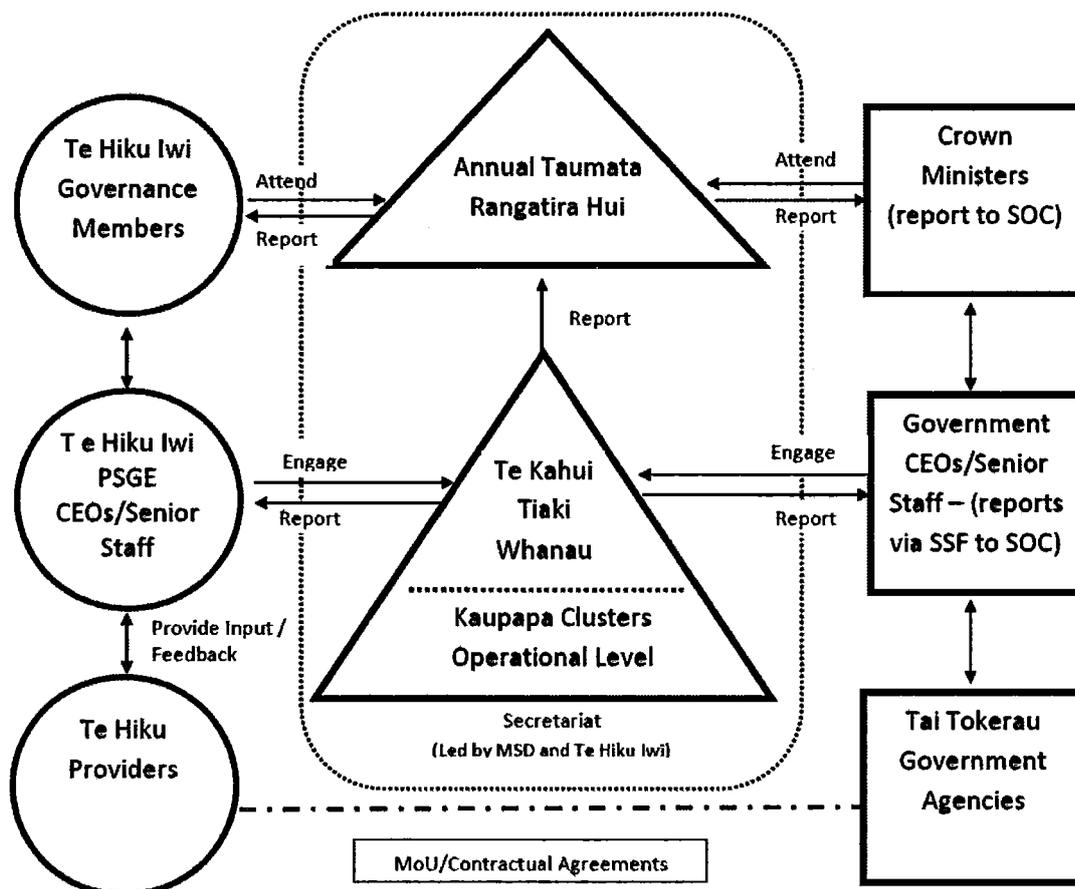
- a. An annual Te Hiku o Te Ika - Crown Taumata Rangatira Hui, as set out at clauses **25 to 32**.
- b. Regular Crown - Te Hiku o Te Ika Iwi operational level engagement through Te Kāhui Tiaki Whānau Hui (and related Kaupapa Cluster meetings) and the evaluation and planning process to assess progress and design and implement strategies to achieve the Shared Outcomes, as per clauses **33 to 37 and 38 to 51**; and
- c. Specific portfolio agreements as set out in Annex A. Portfolio agreements with government departments are part of, and subject to, the terms of the Accord.



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24. A diagram outlining the relationships between Te Hiku o Te Ika Iwi and the Crown through the Taumata Rangatira Hui and Te Kāhui Tiaki Whānau Hui is set out below (Figure 1).

Figure 1: Relationships Created between Te Hiku o Te Ika Iwi and the Crown



**ANNUAL TAUMATA RANGATIRA HUI**

25. The parties to this Accord will hold an annual Taumata Rangatira Hui.

26. At the annual Taumata Rangatira Hui, the parties will:

- a. review the results of the evaluations carried out in accordance with clauses 38-51; and
- b. confirm the priority areas for iwi and the Crown to work together to achieve the Shared Outcomes or any Priority Outcomes;
- c. confirm the strategy for Crown advocacy of the priority areas in 26(b) above to the Chair of the Cabinet Social Policy Committee ("SOC"); and

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- d. where Ministerial direction is necessary adopt, modify or reject the recommendations made by Te Kāhui Tiaki Whānau regarding:
- (i) the means by which the parties will work together to achieve the Shared Outcomes or any Priority Outcomes; and
  - (ii) the Indicators used to measure the progress towards achievement of the Shared Outcomes; and
  - (iii) the adequacy and relevance of the Shared Outcomes and their associated Indicators, and agree on modifications or changes as necessary.
- e. discuss any other matters relating to the Accord as agreed between the parties.
27. The parties will confirm the hui date, agenda and location of the hui, at least two months prior to each Taumata Rangatira Hui.
28. The parties will be represented at the Taumata Rangatira Hui by:
- a. Ministers of the Crown or appropriate delegates (as agreed with the Te Hiku o Te Ika Iwi), whose portfolios align to the agreed agenda; and
  - b. Governance representatives of Te Hiku o Te Ika Iwi.
29. Senior government officials and Te Hiku o Te Ika Iwi kaimahi will attend as necessary in support of their Ministers or governance representatives of Te Hiku o Te Ika Iwi.
30. A Minister of the Crown and the Chair of one of the Te Hiku o Te Ika Iwi governance entities will co-chair the Taumata Rangatira Hui. The Iwi co-chair will be determined by the iwi representatives.
31. The Co-Chairs of the Taumata Rangatira Hui, supported by the Secretariat, will report to the Te Hiku o Te Ika Iwi and the Social Sector Forum ("SSF") following each Taumata Rangatira Hui, and otherwise as required.
32. In the event that the Taumata Rangatira Hui are held in Wellington, the Crown will bear the reasonable travel and accommodation costs for one representative of each Te Hiku o Te Ika Iwi attending the hui. The Crown will bear the reasonable venue and catering costs for the hui.

**TE KĀHUI TIAKI WHĀNAU - OPERATIONAL LEVEL ENGAGEMENT**

33. The Crown and Te Hiku o Te Ika Iwi will work together at an operational level to:
- a. assess progress being made towards the Shared Outcomes or any Priority Outcomes;
  - b. identify social development and wellbeing issues for Te Hiku o Te Ika Iwi and any Priority Outcomes;
  - c. design and implement appropriate strategies to target Te Hiku o Te Ika social development and wellbeing issues and achieve the Shared Outcomes or any Priority Outcomes;

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- d. where necessary, make recommendations for the consideration at the annual Taumata Rangatira Hui regarding:
- (i) the means by which the parties will work together to achieve the Shared Outcomes or any Priority Outcomes;
  - (ii) the indicators used to measure the progress towards achievement of the Shared Outcomes; and
  - (iii) the adequacy and relevance of the Shared Outcomes and their associated Indicators, as well as any modifications or changes that may be necessary.
- e. confirm the strategy for Crown advocacy of matters in **33(a)-(d)** above to the Chair of the SSF.
- 34.** The Crown and Te Hiku o Te Ika iwi will engage with each other at an operational level through the following mechanisms:
- a. two Te Kāhui Tiaki Whānau Hui per annum between senior representatives of government departments with portfolio agreements and/or involved in the SSF and senior representatives of Te Hiku o Te Ika Iwi as part of the evaluation and planning process set out in clauses **38** and **39**; and
  - b. Kaupapa Cluster meetings between senior representatives from relevant government departments and senior representatives of Te Hiku o Te Ika Iwi as required to progress the Shared Outcomes or any Priority Outcomes (e.g. early childhood education) or address emerging issues (e.g. sudden closure of a major employer). Kaupapa Clusters will be established and maintained as provided in clauses **46** to **47**.
  - c. the Secretariat co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika Iwi appointed member and comprising members from the Ministry of Social Development, Te Puni Kōkiri, Te Hiku o Te Ika Iwi and all the agencies that have signed portfolio agreements. The Secretariat will operate as provided in clauses **55** to **60**.
- 35.** Te Kāhui Tiaki Whānau Hui will be co-chaired by an iwi representative and a senior representative of the Responsible Agency. The Iwi co-chair will be determined by the iwi representatives.
- 36.** The Co-Chairs of the Te Kāhui Tiaki Whānau Hui, supported by the Secretariat, will report to the SSF following each Taumata Rangatira Hui, and otherwise as required.
- 37.** The parties will bear their own costs in attending Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster meetings. The Crown will bear the reasonable venue and catering costs for the hui.

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**EVALUATION AND PLANNING PROCESS**

38. The parties agree that evaluation and planning will be important throughout the life of this Accord in order to measure and ultimately ensure progress towards achieving the Shared Outcomes. The purpose of these provisions is to ensure that the parties:
- a. have appropriate available information to enable them to determine appropriate intervention measures;
  - b. have appropriate information to enable them to determine the indicators that should be used to measure the achievement of targets and outcomes;
  - c. receive regular reports on the progress being made towards achieving agreed targets and Outcomes;
  - d. can better understand the context of nationally applied programmes; and
  - e. are in a better position to inform possible changes to policies, priorities, and investment in development and wellbeing.
39. Any reference to timeframes in clauses 40 to 51 are indicative only and subject to confirmation once the Accord has come into effect. Timeframes may also be varied to ensure consistency with government agency planning processes.

**Reporting Indicators**

40. Within three months from the date of signing this Accord and once every five years thereafter, the parties will use their best endeavours to agree the terms of reference for the initial and future state of Te Hiku o Te Ika Iwi well-being reports, including the indicators to be used to determine the current state of wellbeing of Te Hiku o Te Ika Iwi members ("the Indicators"). The Indicators may be changed by mutual agreement of the parties in writing.

**Five Yearly State of Te Hiku o Te Ika Iwi Social Development and Well-being Report and Target Setting**

41. Within 6 months of the signing of this Accord, the following agencies will use their best endeavours to provide comprehensive information (including comparisons with national statistics) regarding Te Hiku o Te Ika Iwi members, including, where available, reporting against the Indicators, key trends, research, evaluation of past and present agency interventions (not limited to interventions involving Te Hiku o Te Ika Iwi members) and any proposed interventions:
- a. Ministry of Social Development
  - b. Te Puni Kōkiri
  - c. Ministry of Education
  - d. Department of Building and Housing
  - e. Ministry of Justice
  - f. New Zealand Police

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- g. Department of Corrections
  - h. Ministry of Economic Development
  - i. Department of Labour
  - j. Department of Internal Affairs
  - k. Statistics New Zealand
  - l. Any other agencies that enter into portfolio agreements with Te Hiku o Te Ika Iwi in accordance with clause 53.
42. Where the provision of information under clause 41 would involve substantial collation or research or any agency is unable to determine whether information it holds is required for the purposes of this evaluation process the relevant agency will engage with Te Hiku o Te Ika Iwi to agree which information will be provided.
43. Within 6 months of the signing of this Accord, Te Hiku o Te Ika Iwi will use their best endeavours to provide comprehensive information regarding Te Hiku o Te Ika Iwi members from any sources available to them including registration data, qualitative data from iwi providers and hapū and iwi plans.
44. All information provided under clauses 41 and 43 will be sent to the Secretariat.
45. Within two months of the receipt of the information provided by agencies and Te Hiku o Te Ika Iwi under clauses 41 and 43, the Secretariat will review and analyse the information to determine the state of wellbeing in Te Hiku o Te Ika, identify key trends and areas where intervention is necessary, the degree of urgency in which intervention is required and evaluate previous interventions. The Responsible Agency will collate this information into a "State of Te Hiku o Te Ika Social Development and Wellbeing Report" ("the Report"). The Secretariat will approve the final version of the Report.
46. Within two months of the receipt of the Report, a Te Kāhui Tiaki Whānau Hui will take place to identify any Priority Outcomes and areas for intervention. Kaupapa Clusters will be established at the Te Kāhui Tiaki Whānau Hui to develop the targets and interventions required to achieve the Shared Outcomes or any Priority Outcomes. The agenda for the Taumata Rangatira Hui will also be agreed based on the Priority Outcomes and areas for intervention.
47. Within two months of the Te Kāhui Tiaki Whānau Hui the Kaupapa Clusters will develop proposed targets and interventions. Where possible, these interventions will then be implemented through the Kaupapa Cluster or otherwise by agreement between the relevant agencies and Te Hiku o Te Ika Iwi. Where Ministerial direction is required, the proposals will be included in the agenda for the Taumata Rangatira Hui.
48. The parties agree to use their best endeavours to implement the processes set out in clauses 40 to 47, and that these processes will take place in the first year after the signing of this Accord and every five years thereafter.
49. In the event that an agency does not provide information in a timely fashion or a manner that is useful for evaluation purposes or otherwise fail to engage with the evaluation and planning process, it will be the role of the Responsible Agency to intercede as set out in clause 62.

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**Annual Evaluation and Planning Cycle**

50. The parties agree that the annual evaluation and planning cycle will involve the following steps:

- a. By 31 January: Agencies and Iwi to use their best endeavours to provide information relating to the agreed indicators, current approach to addressing wellbeing issues and proposed plans for forthcoming year(s).
- b. By 31 March: The Secretariat to review and analyse the information provided.
- c. By 31 May: Te Kāhui Tiaki Whānau Hui to assess progress in meeting wellbeing targets, discuss agency work programmes for forthcoming year, identify **Priority Outcomes**, establish or maintain Kaupapa Clusters and set agenda for the Taumata Rangatira Hui.
- d. By 30 July: Kaupapa Clusters develop proposed interventions including recommendations to be presented to the Annual Taumata Rangatira Hui (where Ministerial direction is required). Kaupapa Clusters will continue to work together throughout the year to advance agreed work programmes.
- e. By 30 September: Annual Taumata Rangatira Hui.
- f. By 30 November: Te Kāhui Tiaki Whānau Hui to discuss agency work programmes and agree the terms of reference for the reporting process for the following year.

51. In the first year of the Accord and every five years thereafter, the annual evaluation and planning process and the five yearly Report process will take place in parallel with any necessary amendment to the cycle set out in clause 50.

**PORTFOLIO AGREEMENTS**

52. A portfolio agreement means a letter of commitment, a memorandum of understanding or similar agreement that confirms the roles and responsibilities of the parties and identifies areas for co-operation and partnership.

53. Portfolio agreements are made between Te Hiku o Te Ika Iwi and Government agency chief executives relevant to the Shared Outcomes and come into effect at the same time as the Accord is executed, or at a later date mutually agreed by the parties. The portfolio agreements contain detailed provisions setting out the steps and/or engagement to be taken to achieve the Shared Outcomes and the responsibilities of iwi and Crown agencies in relation to these steps.

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54. At the date of signing this Accord includes the following portfolio agreements between Te Hiku o Te Ika Iwi and government agency chief executives:

- *Te Hiku o Te Ika - Ministry of Social Development Agreement*
- *Te Hiku o Te Ika - Ministry of Education - Tertiary Education Commission Agreement*
- *Te Hiku o Te Ika - Ministry of Justice, Department of Corrections, New Zealand Police Agreement*
- *Te Hiku o Te Ika - Ministry of Economic Development Agreement*
- *Te Hiku o Te Ika - Department of Labour Agreement*
- *Te Hiku o Te Ika - Department of Internal Affairs Agreement*
- *Te Hiku o Te Ika - Te Puni Kōkiri Agreement*
- *Te Hiku o Te Ika - Department of Building and Housing Agreement*
- *Te Hiku o Te Ika - Statistics New Zealand Agreement*

**THE SECRETARIAT**

55. A Te Hiku o Te Ika Iwi - Crown Secretariat will be formed, comprising members from the Ministry of Social Development, Te Puni Kōkiri, the Te Hiku o Te Ika Iwi and all Crown agencies that have signed portfolio agreements.

56. The purpose of the Secretariat is to establish a collaborative and enduring relationship between Crown agencies and Te Hiku o Te Ika Iwi and to improve social development and wellbeing outcomes in Te Hiku o Te Ika.

57. The Secretariat will be co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika Iwi appointed member.

58. The Secretariat will operate at two levels: first, at the central government level, to ensure Te Hiku o Te Ika Iwi input into overarching policies and programmes and secondly, in the rohe, to ensure that areas of focus capture synergies with agencies' service delivery arms (e.g. Work and Income, Police, Corrections, etc).

59. The Secretariat will:

- a. support the annual Taumata Rangatira Hui in its deliberations;
- b. support the Kāhui Tiaki Whānau and Kaupapa Cluster Group hui in their work;
- c. oversee the collation and analysis of information that informs progress towards the shared outcomes, including the initial and five yearly State of Te Hiku o Te Ika Social Development and Wellbeing Reports;
- d. ensure Te Hiku o Te Ika Iwi input into overarching policies and programmes, especially synergies that might exist between agencies and iwi and amongst different issues and interventions; and

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- e. ensure that Te Hiku o Te Ika Iwi are appropriately involved in informing the focus of agencies and interventions (e.g. Work and Income, Police, Corrections etc).

60. The Secretariat will support the Co-chairs of the annual Taumata Rangatira Hui and Co-chairs of the annual Te Kāhui Tiaki Whānau Hui in their reporting to the Te Hiku o Te Ika Iwi and the SSF.

**RESPONSIBLE AGENCY**

61. The Responsible Agency is the Ministry of Social Development ("MSD").

62. The Responsible Agency is responsible for:

- a. co-managing the Secretariat and reporting to SSF and to the Te Hiku o te Ika Iwi;
- b. working with the Crown agencies which are party to this Accord and the portfolio agreements to ensure they provide timely and relevant available information and interact with other Crown agencies and Te Hiku o Te Ika Iwi as set out in this Accord;
- c. working through the Secretariat to undertake administrative, research and analytical functions set out in clauses 38 to 51;
- d. working through the Secretariat to undertake administrative, research and analytical functions to prepare the initial and five yearly State of Te Hiku o Te Ika Social Development Wellbeing Reports;
- e. jointly co-ordinating, with Te Puni Kōkiri ("TPK"), the annual Taumata Rangatira Hui;
- f. jointly co-ordinating, with TPK, the twice yearly Te Kāhui Tiaki Whānau Hui;
- g. facilitating, with Te Hiku o Te Ika Iwi, relevant Kaupapa Cluster meetings; and
- h. establishing and maintaining an up to date register of contact details of the parties of the Accord and Portfolio Agreements.

**COMMUNICATION AND CONSULTATION**

63. The parties recognise the benefit of mutual information exchange and will as far as possible exchange any reasonably available information that is relevant to and will assist with the implementation of the Accord (including the attached portfolio agreements).

64. Where information has been requested under the Official Information Act 1982, from a Parliamentary Select Committee, or as a Parliamentary Question, the Crown will, where practicable, consult with the other parties before responding.

65. The obligations in the Accord relating to communication and access to information do not apply to information that the Crown or Te Hiku o Te Ika is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure or information that may be withheld under the Official Information Act 1982 or the Privacy Act 1993).

66. The parties will maintain effective and efficient communication with one another by:

- a. ensuring that the respective parties have clear and agreed processes and opportunities for regular engagement; and

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- b. providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to the Accord.
67. For the purpose of clause 66(a), regular engagement will involve kanohi ki te kanohi (face to face) contact as the preferred method of communication, and other methods of communication where appropriate.
68. Where consultation is required under this Accord, the parties will:
- a. ensure the other is consulted as soon as reasonably practicable following the identification and determination of the proposal or issues to be the subject of the consultation;
  - b. provide the other 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;
  - c. approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
  - d. report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
  - e. use best endeavours to meet when requested by either party to discuss options to resolve concerns.

**REVIEW / VARIATION OF ACCORD AND PORTFOLIO AGREEMENTS**

69. The parties agree that the Accord and associated portfolio agreements are living documents which should be updated and adapted to take account of current and future developments. This includes considering whether there is an on-going need for the Accord or a particular portfolio agreement.
70. Any of the parties may request that the Accord or a particular portfolio agreement be reviewed, and the details of such a review will be agreed between the parties.
71. The Accord and portfolio agreements will be reviewed at least three years from the date of signing and, every three years thereafter.
72. The Accord or a portfolio agreement/s may be modified, replaced or terminated if all parties to the Accord or portfolio agreement/s agree in writing to such modification, replacement or termination. A portfolio agreement may be modified, replaced or terminated without affecting the operation of the Accord or other portfolio agreements.
73. The parties will consider entering into further portfolio agreements as necessary to better achieve the Shared Outcomes set out at clause 21.

**RESOLUTION OF MATTERS**

74. If any of the parties considers that any other party is not complying with the Accord (including the attached portfolio agreements) then that party will advise the other party and the parties will work together in good faith to try to resolve the matter.

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75. If the matter cannot be resolved informally then the party may give written notice to the other that there is an issue to be resolved. The following process shall be undertaken once notice is received by either party:

- a. within 20 working days of being given written notice, the relevant contact person from each of the parties involved in the dispute will meet to work in good faith to resolve the issue;
- b. if the issue has not been resolved within 20 working days of the meeting referred to in clause 75(a), the Relevant Chief Executive will meet with the Chief Executive of the relevant Te Hiku o Te Ika iwi party or parties to work in good faith to resolve the issue; and
- c. if the issue has still not been resolved within 20 working days of the meeting referred to in clause 75(b), the Chairman of the Te Hiku o Te Ika iwi party or parties and the Appropriate Minister or Ministers will meet to work in good faith to resolve the issue provided it is not inconsistent with statutory obligations.

76. For the purposes of clause 75(b) the Relevant Chief Executive is:

- a. the Chief Executive of the Responsible Agency if the issue or issues relates to the Accord; or
- b. the Chief Executive with responsibility for the portfolio agreement(s) if the issue or issues relates to a particular portfolio agreement or agreements.

77. For the purposes of clause 75(c) the Appropriate Minister is:

- a. the Chair of the Cabinet Social Policy Committee if the issue or issues relates to the Accord; or
- b. the Minister with responsibility for the relevant portfolio if the issue or issues relates to a particular portfolio agreement or agreements.

78. The parties may also request the Responsible Agency to assist them to resolve any matters.

**LIMITS OF ACCORD**

79. The Crown and the Te Hiku o Te Ika iwi have signed this Accord in the context of the Treaty settlements signed between the Crown and the individual Te Hiku o Te Ika Iwi. The Crown will use its best endeavours to uphold and fulfil the commitments it gives in this Accord. Notwithstanding this and for the avoidance of doubt

- a. the Accord does not override or limit:
  - i. the legal rights and obligations of the parties, including legislative rights, powers or obligations;
  - ii. the obligations on District Health Boards, as described in the New Zealand Public Health and Disability Act 2000;
  - iii. the functions, duties and powers of the relevant Ministers, Chief Executives and any Ministry officials, or statutory officers;

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- iv. the ability of the Government to introduce legislation and change government policy; and
  - v. the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative.
- b. the Accord does not affect or replace any existing arrangements in place between the parties; and
- c. the Accord does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource including intellectual property held, managed or administered by the Crown or Te Hiku o Te Ika Iwi.
80. The commitments under the Accord are limited to the extent that they are within the capability and resources of Te Hiku o Te Ika Iwi and Crown agencies. However, all parties recognise that in order to achieve the Shared Outcomes, deliberate steps will be required from each party, including the allocation of appropriate resources. Each party is committed to taking such steps on an ongoing basis, and will not adopt measures which would prejudice the achievement of the Shared Outcomes or progress already made without prior consultation with the other party and prior consideration of all reasonable alternatives.

**COMMENCEMENT OF ACCORD, PORTFOLIO AGREEMENTS, AND OTHER FORMAL AGREEMENTS**

81. The Accord comes into effect when it is signed, as do the associated portfolio agreements and any other formal agreement reached between the parties.

**INTERPRETATION**

82. Terms and expressions that are not defined in the Accord but are defined in the Deeds of Settlement have the meaning that they have in the Deeds of Settlement.

**ADMINISTERING AGENCIES**

83. The administering agencies of this Accord, with oversight for its implementation and related co-ordination are:
- a. Te Aupōuri through Te Rūnanga Nui o Te Aupōuri Trust;
  - b. Ngāti Kuri through [name of post settlement governance entity];
  - c. Ngāi Takoto through Te Rūnanga o Ngāi Takoto;
  - d. Te Rarawa through Te Rūnanga o Te Rarawa;
  - e. Ministry of Social Development.

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**CONTACT DETAILS**

<p><b>[name]</b> Physical Address:</p> <p>Postal Address:</p>	<p><b>[name]</b> Physical Address:</p> <p>Postal Address:</p>
<p><b>[name]</b> Physical Address:</p> <p>Postal Address:</p>	<p><b>[name]</b> Physical Address:</p> <p>Postal Address:</p>
<p><b>[name]</b> Physical Address:</p> <p>Postal Address:</p>	<p><b>[name]</b> Physical Address:</p> <p>Postal Address:</p>

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**DEFINITIONS & GLOSSARY**

**Cabinet Social Policy Committee or SOC** means the existing Cabinet Committee whose terms of reference is to consider social policy issues including health, education and welfare.

**Deed of Settlement** means the Deed of Settlement between Te Hiku o Te Ika Iwi and the Crown or the Deed of Settlement between one of the iwi and the Crown recording the settlement or partial settlement of the historical claims of Te Hiku o Te Ika Iwi or one of the iwi which have been ratified by the members of the iwi, and includes any amendment to those Deeds.

**Indicators** means the agreed indicators to be used to determine the current state of wellbeing of Te Hiku o Te Ika Iwi members as set out in clause 38.

**Kaupapa Cluster** means a working group of senior representatives of relevant government departments and senior representatives of Te Hiku o Te Ika Iwi established under clause 32 to progress work in relation to a particular Priority Outcome or kaupapa.

**Ngāi Takoto** has the meaning set out in clause 11.10 of the Ngāi Takoto Deed of Settlement;

**Ngāti Kahu** has the meaning set out in paragraph 58 of the Ngāti Kahu Agreement in Principle signed on 17 September 2008;

**Ngāti Kuri** has the meaning set out in clause [x] of the Ngāti Kuri Deed of Settlement.

**Post Settlement Governance Entity** means the entity established by each Te Hiku o Te Ika Iwi to hold and manage the settlement redress transferred to that iwi by the Crown under their Deed of Settlement.

**Priority Outcome** means one or more of the Shared Outcomes which has been identified as a priority in accordance with the processes set out at clauses 26(b), 33(b) and 50 and 51.

**Purpose** means the purpose of the Accord as set out at clause 6.

**Relevant Chief Executive** has the meaning given to this term by clause 76.

**Responsible Agency** means the Ministry of Social Development. The Responsible Agency has the functions set out in clause 62.

**Secretariat** means the secretariat that will be established and operate in accordance with clauses 55 to 60.

**Shared Outcomes** means the shared social development and wellbeing outcomes set out at clause 21.

**State of Te Hiku o Te Ika Social Development and Wellbeing Report or the Report** means the report regarding the state of social development and wellbeing of the members of Te Hiku o Te Ika Iwi prepared in the first year after the Accord comes into effect and every five years thereafter in accordance with clause 45.

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**Taumata Rangatira Hui** means the annual hui between Te Hiku o Te Ika Iwi Governance Representatives and Ministers of the Crown and other delegates whose portfolios align to the agreed agenda.

Te **Aupōuri** has the meaning set out in clause 12.10 of the Te Aupōuri Deed of Settlement;

Te **Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord** or **Accord** means this Accord and includes the portfolio agreements set out in the schedules to this Accord.

Te **Hiku o Te Ika Iwi Governance Representatives** or **Governance Representatives** means members of the Boards of the post-settlement governance entities for Te Hiku o Te Ika Iwi.

Te **Hiku o Te Ika Iwi**: are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:

- a. Ngāti Kurī;
- b. Te Aupōuri;
- c. Ngāi Takoto;
- d. Ngāti Kahu; and
- e. Te Rarawa.

Although Ngāti Kahu is not a party to this Accord, for the purposes of this document, the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Accord, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.

Te **Kāhui Tiaki Whānau** means the operational level engagement between Te Hiku o Te Ika Iwi and the Crown.

Te **Kāhui Tiaki Whānau Hui** means the hui between senior representatives of relevant government departments and senior representatives of Te Hiku o Te Ika Iwi as part of the operational level engagement between the parties.

Te **Rarawa** has the meaning set out in clause 12.12 of the Te Rarawa Deed of Settlement;



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ANNEX A: PORTFOLIO AGREEMENTS SCHEDULED TO THIS ACCORD

Schedule	Portfolio Agreement	Date Signed
Schedule 1	<i>Te Hiku o Te Ika Iwi - Ministry of Social Development Agreement</i>	
Schedule 2	<i>Te Hiku o Te Ika Iwi - Ministry of Education - Tertiary Education Commission: Agreement</i>	
Schedule 3	<i>Te Hiku o Te Ika Iwi - Ministry of Justice - New Zealand Police, and Department of Corrections: Justice Sector Agreement</i>	
Schedule 4	<i>Te Hiku o Te Ika Iwi - Ministry of Economic Development Agreement.</i>	
Schedule 5	<i>Te Hiku o Te Ika Iwi - Department of Labour Agreement</i>	
Schedule 6	<i>Te Hiku o Te Ika Iwi - Department of Internal Affairs Agreement</i>	
Schedule 7	<i>Te Hiku o Te Ika Iwi - Te Puni Kōkiri Agreement</i>	
Schedule 8	<i>Te Hiku o Te Ika Iwi - Department of Building and Housing Agreement</i>	
Schedule 9	<i>Te Hiku o Te Ika Iwi - Statistics New Zealand Agreement</i>	

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 1:**  
**TE HIKU O TE IKA - MINISTRY OF SOCIAL DEVELOPMENT AGREEMENT**

*Parties*

1. Te Hiku o Te Ika Iwi and the Ministry of Social Development ("MSD") (together "the parties") have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - a. Ngāi Takoto;
  - b. Ngāti Kahu; and
  - c. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.

*Context*

6. Te Hiku o Te Ika Iwi and MSD have agreed to pursue a relationship based on matters of mutual interest.
7. The Ministry has stated that "partnering more closely with other government agencies and community agencies to do better for all New Zealanders"<sup>2</sup> will contribute towards achieving beneficial outcomes for all.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider quality partnerships with Crown agencies are a key part of providing for social transformation rather than an end in itself.
9. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the Shared Outcomes set out in clause 21 of the overarching Accord.

<sup>2</sup> Ministry of Social Development, Statement of Intent 2010 - 2013, pp 8.

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*Agreements*

10. The areas that the parties have agreed to collaborate on include, but are not limited to the matters set out in clauses **6 to 9** of this portfolio agreement.
11. MSD has agreed to be the Responsible Agency in organising the Crown's engagement with Te Hiku o Te Ika Iwi as set out in the overarching Accord.
12. This role will include brokering relationships between Te Hiku o Te Ika Iwi and other government agencies.

*Information sharing*

13. The parties will share information (where that information is not sensitive or confidential to the parties) in relation to matters of mutual interest.
14. MSD will provide any relevant information for the Five Yearly State of Te Hiku o Te Ika Wellbeing Report and the associated annual evaluation process, as set out in clauses **38-51** of the overarching Accord.

*Policy*

15. As part of its consultation activities, MSD will proactively engage with Te Hiku o Te Ika Iwi in relation to the development and implementation of policy in areas relating to the Minister of Social Development and Employment's portfolio.
16. MSD engagement will operate at both a National Office and Regional Office level.

*Meetings*

17. MSD and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities. MSD will support the Minister of Social Development and Employment's, or their appropriate delegate's, attendance at the annual Taumata Rangatira Hui.
18. MSD and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required, to discuss:
  - a. the matters set out at clauses **6 to 9** of this portfolio agreement;
  - b. issues that are presenting and the way in which both parties might assist each other to address these; and
  - c. the matters set out at clauses **33, 47-48** and **50 and 51** of the Accord.
19. The Chief Executive, MSD or a delegated senior executive will attend the biannual Te Kāhui Tiaki Whānau Hui.
20. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

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*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

21. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].
22. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive  
Ministry of Social Development

( Date: / /

Chair  
Te Rūnanga Nui o Te Aupōuri Trust

( Date: / /

Chair  
Te Rūnanga o Te Rarawa

Date: / /

Chair  
[Ngāti Kuri Post Settlement Governance  
Entity]

( Date: / /

Chair  
Te Rūnanga o Ngāi Takoto

Date: / /



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 2:**  
**TE HIKU O TE IKA IWI - MINISTRY OF EDUCATION - TERTIARY EDUCATION  
COMMISSION AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi, the Ministry of Education ("the Ministry") and the Tertiary Education Commission ("the Commission") (together "the parties") have agreed to pursue a relationship based on areas of mutual interest.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - d. Ngāi Takoto;
  - e. Ngāti Kahu; and
  - f. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties acknowledge that their respective visions are closely aligned and that working together has the potential to promote the goals of each. Achieving quality education outcomes means that all people have the skill and knowledge they need to be engaged and informed citizens and part of a productive work force.
7. The Ministry and the Commission are committed to lifting the performance of the education system. Achieving this for and with iwi and Māori is a priority in order to strengthen Māori education outcomes and ensure that 'Māori enjoy education success as Māori'<sup>3</sup> across the education system.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider quality education and training to be a key part of providing for social transformation rather than an end in itself." This Accord provides the opportunity to work collaboratively for the benefit of Te Hiku o Te Ika Iwi learners with a focus on strengthening their access to identity, language and culture.

<sup>3</sup> Ministry of Education Māori Education Strategy *Ka Hikitia: Managing for Success 2008 - 2012*.



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9. The parties are committed to the shared social development and wellbeing Outcomes set out at clause 21 of the Accord, in particular, Outcome 2 'Educated and Skilled':

Educated and Skilled: The members of Te Hiku o Te Ika Iwi are well educated and skilled people who positively contribute to society and their own wellbeing.

10. The parties will abide by the shared relationship principles set out in the overarching Accord (clauses 15-16).

*Agreements*

11. The Ministry will work with Te Hiku o Te Ika Iwi to conduct this relationship in a manner consistent with *Whakapūmāutia, Papakōwhaitia, Tau ana - Grasp, Embrace and Realise: Conducting Excellent Education Relationships between Iwi and the Ministry of Education*.
12. The Ministry will endeavour to work with Te Hiku o Te Ika Iwi to ensure active engagement and participation of iwi in Ministry processes from policy design and development, implementation, service delivery and evaluation, and in determining specific investment priorities based on agreed outcomes.
13. To achieve this, the parties have agreed that:
- a. The Ministry will endeavour to work with Te Hiku o Te Ika Iwi to provide information and evidence in relation to Te Hiku o Te Ika Iwi in education as well as iwi strengths and priorities, to support analysis and inform priority setting and planning as part of the annual evaluation and planning process and production of the Five Yearly State of Te Hiku o Te Ika Social Well-being Report (clause 41 of the Accord).
  - b. Specific areas of shared work between the Ministry, Te Hiku o Te Ika Iwi, and the Commission will be determined once Priority Outcomes and areas for intervention are identified and agreed through the evaluation and planning process set out at clauses 38 and 39 of the Accord taking into account iwi aspirations and the Government's education priorities.
  - c. The parties will work together to identify where specific Te Hiku o Te Ika Iwi priorities or desired actions fall outside the scope of current government policy, so that these issues can be raised at the annual Taumata Rangatira Hui.
  - d. The parties will work together to determine a plan for shared contribution to the educational success of Te Hiku o Te Ika Iwi. This may involve working with other Agencies in a Kaupapa Cluster. Te Hiku o Te Ika Iwi will be the author and owner of this plan.
  - e. The relationship will be co-ordinated on the Ministry's side by a lead Partnership Advisor from within Group Māori who will, over time, broker relationships within and across the Ministry to support the education interests of Te Hiku o Te Ika Iwi, including early childhood education and schooling.
  - f. The Partnership Advisor will advise when Te Hiku o Te Ika Iwi education priorities fall within the responsibilities of the Commission or any other education agencies, in which case the responsibility to work with the iwi will transfer to the relevant agency. The Partnership Advisor will support Te Hiku o Te Ika Iwi to broker relationships within each relevant agency.

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- g. The Ministry will endeavour to facilitate access by Te Hiku o Te Ika Iwi to non-party government education agencies, should Te Hiku o Te Ika Iwi priorities and interests fall outside of the scope and authority of the Ministry.
- h. The Commission will endeavour to facilitate, when identified by Te Hiku o Te Ika Iwi as relevant to their priorities, direct communication between Te Hiku o Te Ika Iwi and tertiary education providers.

14. Other areas of work may be agreed from time to time between the parties.

*Meetings*

- 15. The Ministry (on behalf of itself and the Commission) and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current education priorities.
- 16. The Ministry will support the Minister of Education's or appropriate delegate's attendance at the annual Taumata Rangatira Hui.
- 17. The Ministry and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui as required, to discuss:
  - a. the matters set out at clause **13** of this portfolio agreement;
  - b. issues that are presenting and the way in which both parties might assist each other to address these; and
  - c. the matters set out at clause **33** of the Accord.
- 18. The Secretary for Education and the Chief Executive of the Tertiary Education or a delegated senior executive will attend Te Kāhui Tiaki Whānau Hui.
- 19. At an operational level, the Ministry and Te Hiku o Te Ika Iwi will hold regular meetings including meetings where the Ministry is part of a Kaupapa Cluster group, as required to support the achievement of the five yearly social wellbeing targets, Priority Outcomes and work programmes for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

- 20. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].



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21. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Secretary for Education  
Ministry of Education

Chief Executive  
Tertiary Education  
Commission

Chair  
Te Rūnanga o Te Rarawa

Date: / /

Date: / /

Date: / /

Chair  
[Ngāti Kuri Post  
Settlement Governance  
Entity]

Chair  
Te Rūnanga o  
Ngāi Takoto

Chair  
Te Rūnanga Nui o Te  
Aupōuri Trust:

Date: / /

Date: / /

Date: / /

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**SCHEDULE 3:**  
**TE HIKU O TE IKA IWI - MINISTRY OF JUSTICE, NEW ZEALAND POLICE  
AND DEPARTMENT OF CORRECTIONS: JUSTICE SECTOR AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and the Ministry of Justice, New Zealand Police and the Department of Corrections (“the Justice Sector agencies”) (together “the Parties”) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development and wellbeing of whānau, hapū and iwi of Te Hiku o Te Ika as this relates to the justice sector.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
4. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
5. In the event that Ngāti Kahu is not a party to this portfolio agreement the term Te Hiku o Te Ika shall mean the four iwi of Te Hiku o Te Ika that are parties to the portfolio agreement and Te Hiku o Te Ika shall have a corresponding meaning.
6. The parties to this portfolio agreement recognise that it does not bind the Judiciary or any decisions which the judicial branch of government makes in carrying out its activities.

*Key outcomes*

*Te Hiku o Te Ika Iwi outcomes*

7. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider the achievement of justice to be a key part of providing for social transformation rather than an end in itself.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

*Overarching Justice Sector outcomes*

8. The work of all the Justice Sector agencies contributes to the Justice Sector end outcome of:

*A safe and just society where there are safer communities and civil and democratic rights and obligations are enjoyed.*

9. For the next three years (2011-2014) the Justice Sector will be guided by the following priorities:

- a. public safety and maintaining public confidence in the criminal justice system;
- b. implementing sector wide activities intended to reduce volumes of crime and cost across the sector; and
- c. improving the performance of sector agencies.

10. The current Justice Sector Ministers (Justice Sector Ministers being Ministers of the Crown who, under the authority of a warrant or with the authority of the Prime Minister, are responsible for portfolios within the Justice Sector, including acting Ministers and Associate Ministers (as appropriate)) have agreed to develop a set of performance indicators to help measure whether policies are working:

- a. the entry of people into the criminal justice system - will show the prevalence of crime and whether social and justice sector interventions are effective;
- b. the time it takes for cases to proceed through the court system - will indicate where there are opportunities to improve functioning and efficiency; and
- c. the rate of re-offending - will show the effectiveness of rehabilitation and reintegration services and existing sanctions.

*Shared outcome between Te Hiku o Te Ika Iwi and the Justice Sector*

11. For the purposes of this portfolio agreement, Te Hiku o Te Ika Iwi and the Justice Sector agencies agree to a shared outcome (below) to support the work required from both parties to improve the social development and wellbeing of Te Hiku o Te Ika Iwi, hapū and whānau with a focus on the justice sector:

*Respected and Safe: The members of Te Hiku o Te Ika Iwi are living in a safe and just society where there is respect for civil and democratic rights and obligations.*

*Agreements*

12. Te Hiku o Te Ika Iwi and the Justice Sector agencies agree to:
- a. identify and agree the nature of information and data required for the five yearly State of Te Hiku o Te Ika Iwi Wellbeing Report to support the annual evaluation process and to use their best endeavours to exchange that information and data.
  - b. identify any projects of mutual benefit and priority on which collaboration would be useful and identify mechanisms for how these issues may be addressed, within the resources and capabilities available to Justice Sector agencies and Te Hiku Iwi.

TE AUPŌURI DEED OF SETTLEMENT  
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

13. The Ministry of Justice will use its best endeavours to facilitate a meeting with the Te Hiku o Te Ika Iwi and the Chief District Court Judge to discuss the delivery of district court services.

*Meetings*

14. The Justice Sector agencies and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities.
15. The Justice Sector agencies will support their respective Ministers' or Associate Ministers' or appropriate delegates' attendance at the annual Taumata Rangatira Hui.
16. The Justice Sector agencies and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster meetings, as required, to discuss:
- a. the matters set out at clauses **12** and **13** of this portfolio agreement;
  - b. issues that are presenting and the way in which both parties might assist each other to address these; and
  - c. the matters set out at clause **33** of the Accord.
17. The Chief Executive, Ministry of Justice, the Chief Executive, Department of Corrections, and the Police Commissioner, or a delegated senior executive, will attend the Te Kāhui Tiaki Whānau Hui as the hui agenda requires.
18. The Justice Sector agencies and Te Hiku o Te Ika Iwi will engage on specific justice sector policy and interventions via the Kaupapa Clusters, as required to support the achievement of the five yearly social wellbeing targets and Priority Outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

19. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [ date ].
20. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive  
Ministry of Justice

Date: / /

Chief Executive  
Department of Corrections

Date: / /

Commissioner  
New Zealand Police

Date: / /

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Chair  
Te Rūnanga Nui o Te Aupōuri Trust

Chair  
Te Rūnanga o Te Rarawa

Date: / /

Date: / /

Chair  
[Ngāti Kuri Post Settlement  
Governance Entity]

Chair  
Te Rūnanga o Ngāi Takoto

Date: / /

Date: / /



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 4:**  
**TE HIKU O TE IKA IWI - MINISTRY OF ECONOMIC DEVELOPMENT AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and the Ministry of Economic Development ("MED") have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. MED's core purpose is to foster economic development and prosperity for all New Zealanders. It has a broad range of roles in order to facilitate this.
7. MED's current priorities are built around six long term outcomes: enterprising and innovative businesses, international linkages, Auckland, dynamic and trusted markets, ease of doing business and efficient, reliable and responsive infrastructure services.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider economic development to be a key part of providing for social transformation rather than an end in itself.
9. The parties are committed to the shared social development and wellbeing Outcomes set out at clause 21 of the Accord and, in particular, Outcome 6:

Economically Secure and Sustainable: The members of Te Hiku o Te Ika Iwi are engaging in a diverse, progressive and sustainable economy.
10. Working towards an economic strategy that identifies the key commercial opportunities, builds on the value and strengths of the region, and meets with market

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD**

demand, will take some time and expertise. The focus of the portfolio agreement is on establishing processes that will assist in the development of the strategy.

*Agreements*

11. The areas in which MED and Te Hiku o Te Ika Iwi have agreed to collaborate on are:
- a. MED will assist Te Hiku o Te Ika Iwi to identify and collate any existing data relating to economic development in the Te Hiku o Te Ika region, so as to form the basis for understanding the current state of the region's economy.
  - b. MED will provide (either itself or through other providers) information and advice about opportunities for economic development and will assist where needed in the development of an Economic Development Strategy.
  - c. MED will meet with Te Hiku o Te Ika Iwi:
    - i. to identify any projects of mutual benefit and priority on which collaboration would be useful;
    - ii. to identify and address any areas of particular interest or concern relating to MED's policy or service approach that may affect the region; and
    - iii. to attend Te Kahui Tiaki Whānau Hui where economic issues are a significant item.
  - d. MED will contribute, where possible, to the State of Te Hiku o Te Ika Wellbeing report and annual evaluation and planning process.
  - e. MED may refer some matters to its Crown entities or to other government agencies, where they may be better placed to help meet the required outcomes.

*Meetings*

12. The Ministry and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current economic priorities.
13. The Ministry will support the relevant Minister's or their appropriate delegate's attendance at the annual Taumata Rangatira Hui.
14. The Ministry and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and/or Kaupapa Cluster meetings, as required, to discuss:
- a. the matters set out at clause **11** of this portfolio agreement;
  - b. issues that are presenting and the way in which both parties might assist each other to address these; and
  - c. the matters set out at clause **33, 47- 48, 50 - 51** of the Accord.
15. The Chief Executive, Ministry of Economic Development or a delegated senior executive will attend the Te Kāhui Tiaki Whānau Hui, as the agenda requires.

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16. At an operational level, the Ministry and Te Hiku o Te Ika Iwi will hold more regular meetings including meetings where the Ministry is part of a Kaupapa Cluster, as required to support the achievement of the five yearly social wellbeing targets and Priority Outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

17. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].
18. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive  
Ministry of Economic  
Development

Date: / /

Chair  
Te Rūnanga Nui o Te  
Aupōuri Trust

Date: / /

Chair  
Te Rūnanga o Te  
Rarawa

Date: / /

Chair  
[Ngāti Kuri Post  
Settlement Governance  
Entity]

Date: / /

Chair  
Te Rūnanga o Ngāi Takoto

Date: / /

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 5:**  
**TE HIKU O TE IKA IWI - DEPARTMENT OF LABOUR AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and the Department of Labour ("Te Tari Mahi") have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties acknowledge that they share similar goals. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Tari Mahi provides advice and delivers services aimed at growing New Zealand's economy and improving the quality of lives through a high performing labour market.
7. Te Tari Mahi has a Māori Strategy, with the vision "Māori organisations, workplaces and workforce are a thriving and dynamic component of the New Zealand economy." The Strategy focuses on Māori business development, Māori workforce development, and building the internal capability and culture within Te Tari Mahi to enable it to deliver services more effectively to Māori.

*Agreements*

8. The parties affirm their commitment to the shared relationship principles in the Accord.
9. Considering the shared goals and shared commitment to the relationship principles, Te Tari Mahi wishes to engage with Te Hiku to determine how best it can contribute to the Shared Outcomes.

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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

10. Te Tari Mahi, guided by its Māori Strategy, suggests the following specific actions.

*Information on connectivity to the labour market*

- a. Te Tari Mahi wishes to discuss how Te Hiku o Te Ika Iwi can benefit from:
  - i. information related to Māori and the labour market, including the Tu Mai Iwi Tool that provides a snapshot of iwi labour market information based on statistical data for all four Te Hiku iwi; and
  - ii. information and tools that Te Tari Mahi can offer to improve the understanding of employment relations and health and safety rights and obligations, within the rohe.

*Projects of mutual interest*

- b. Te Tari Mahi wishes to discuss with Te Hiku ways in which projects of mutual interest can be implemented within the rohe.

*Other commitments*

11. In common with other agencies, Te Tari Mahi will:

- a. contribute information as part of the Five Yearly State of Te Hiku o Te Ika Wellbeing Report/Target Setting process towards achieving the Shared Outcomes (clauses 41-49 of the Accord);
- b. contribute information as part of the Annual Evaluation and Planning Cycle (clause 50 of the Accord); and
- c. attend the meetings set out below.

*Meetings*

12. Te Tari Mahi and Te Hiku o Te Ika Iwi have met to discuss mutual expectations and current labour market priorities.

13. Te Tari Mahi will support the Minister of Labour's or the agreed delegate's attendance at the annual Taumata Rangatira Hui, if their Minister or the agreed delegate attends. The Department and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and at such meetings as may be agreed in clauses 15 below, to discuss:

- a. matters relating to the labour market, including employment, health & safety and related issues;
- b. issues that are presenting and the way in which both parties might assist each other to address these; and
- c. the matters set out at clause 33 of the Accord.

14. The Chief Executive, Te Tari Mahi or a delegated senior executive will attend Te Kāhui Tiaki Whānau Hui, by agreement.

15. At an operational level, Te Tari Mahi and Te Hiku o Te Ika Iwi will meet regularly (including at relevant Kaupapa Clusters) as required. Te Tari Mahi will attend to support

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the achievement of the five yearly social wellbeing targets and priority outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

16. Te Tari Mahi will meet with Te Hiku o Te Ika Iwi and/or individual Te Hiku o Te Ika Iwi to ensure individual Iwi are aware of Te Tari Mahi's programmes delivering labour market information and assistance for improving employment relations and health and safety in the workplace, and assess how these programmes might assist Iwi.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

17. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].

18. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Christopher Blake  
Chief Executive  
Department of Labour

Chair  
Te Rūnanga Nui o Te  
Aupōuri Trust

Chair  
Te Rūnanga o Te Rarawa

Date: / /

Date: / /

Date: / /

Chair  
[Ngāti Kuri Post Settlement  
Governance Entity]

Chair  
Te Rūnanga o Ngāi Takoto

Date: / /

Date: / /



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 6:**  
**TE HIKU O TE IKA IWI - DEPARTMENT OF INTERNAL AFFAIRS AGREEMENT**

*Context*

1. Ngā iwi o Te Hiku o Te Ika and the Department of Internal Affairs ("the DIA agencies") (together "the parties") have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development of whānau, hapū and iwi of Te Hiku o Te Ika Iwi.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 18 of the overarching Accord.

*Scope*

7. The obligations in this portfolio agreement apply in respect of, and are limited to, those aspects of the Department's Births, Deaths and Marriages functions that contribute to the Crown's overall supply of information for the Wellbeing Report.
8. The parties acknowledge that any registered information that may be provided is limited to that available through the information disclosure provisions of the Births, Deaths, Marriages, and Relationships Registration Act 1995.
9. The Parties may agree to add other items not involved in the scope of this Accord as mutually agreed when the Accord is reviewed every 3 years.

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*Vision*

10. The Crown and Te Hiku o Te Ika Iwi have a shared vision:

The communities, whānau, hapū and iwi of Te Hiku O Te Ika are culturally, socially and economically prosperous. Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku O Te Ika i te oranga tonutanga, kia rānea.

11. The Department will make a contribution to the achievement of the shared vision.

*Implementation*

12. Within 4 months of the signing of this portfolio agreement, the Parties will agree the information required to be supplied by the Department to Te Hiku within the Crown's overall responsibility to provide comprehensive data for the Wellbeing Report.

13. Within 6 months of the signing of this portfolio agreement, and every five years thereafter by 31 March, the Department will supply the agreed information to Te Hiku o Te Ika Iwi for the Wellbeing Report.

*Meetings*

14. The Department and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations.

15. The Department will support the Minister of Internal Affairs' or their agreed delegate's attendance at the annual Taumata Rangatira Hui.

16. The Department and Te Hiku o Te Ika Iwi will meet at Te Kahui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as the agendas require, to discuss:

- a. opportunities for Te Hiku o Te Ika Iwi to access information registered with Births, Deaths and Marriages, and issues associated with that access including the limits of hapū and iwi identification within the existing data.
- b. future matters relating to births, deaths, and marriages, including identification of options to address any existing gaps in the collected data.
- c. the matters set out at clause 33 of the Social Accord.

17. The Chief Executive, Department of Internal Affairs or a delegated senior Manager will attend the biannual Te Kāhui Tiaki Whānau Hui, as the agendas require.

18. At an operational level, the Department and Te Hiku o Te Ika Iwi will hold more regular meetings including meetings where the Department is part of a Kaupapa Cluster group, as required to support the reporting of the achievement of the five yearly social wellbeing targets and priority outcomes and work programs every five years. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

*Limits to the portfolio agreement, process for resolving matters, review provisions and process for varying the Accord*

19. The limits to this portfolio agreement, the processes for reviewing provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord, signed on [date].
20. This portfolio agreement is to be read in conjunction with the Social Accord and is subject to it.
21. In reviewing this portfolio agreement every three years, the Department will discuss any new mutually agreed topic areas.
22. The relevant contact person with respect to this portfolio Agreement is the Registrar-General of Births, Deaths and Marriages).

Chief Executive  
Department of Internal  
Affairs

Date: / /

Chair  
Te Rūnanga Nui o Te  
Aupōuri Trust

Date: / /

Chair  
Te Rūnanga o Te  
Rarawa

Date: / /

Chair  
[Ngāti Kuri Post  
Settlement Governance  
Entity]

Date: / /

Chair  
Te Rūnanga o Ngāi Takoto

Date: / /

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 7:**  
**TE HIKU O TE IKA IWI - TE PUNI KŌKIRI AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and Te Puni Kōkiri (together "the parties") have agreed to pursue a relationship based on matters of mutual interest. This Māori Affairs Accord will provide a mechanism for building on the existing relationship between the parties.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 18 of the overarching Accord.

*Agreements*

7. The areas that the parties have agreed to collaborate on include, but are not limited to the matters set out in clauses 8 to 13 of this portfolio agreement.
8. Te Puni Kōkiri will support the Responsible Agency in organising the Crown's engagement with Te Hiku o Te Ika Iwi as set out in the overarching Accord.
9. This support role will include using best endeavours to broker relationships between Te Hiku o Te Ika Iwi and other government agencies.

*Information sharing*

10. The parties will share relevant information provided that the information is not subject to an obligation of confidentiality or non-disclosure of information under the Official Information Act 1982 or the Privacy Act 1993.

TE AUPŌURI DEED OF SETTLEMENT  
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

11. Te Puni Kōkiri will provide any relevant information that Te Puni Kōkiri has compiled for the Five Yearly State of Te Hiku o Te Ika Wellbeing Report and the associated annual evaluation process, in accordance with clause 41 of the overarching Accord.

*Policy*

12. As part of its consultation activities, Te Puni Kōkiri will proactively engage with Te Hiku o Te Ika Iwi in relation to the development and implementation of policy in areas relating to the Māori Affairs portfolio and that directly affect Te Hiku o Te Ika iwi.
13. Te Puni Kōkiri engagement will be multi-tiered, involving both Head Office and Regional Office.

*Internships and secondments*

14. Te Puni Kōkiri and Te Hiku o Te Ika Iwi will discuss opportunities for internships and secondments between the parties.

*Funding*

15. Te Puni Kōkiri will explore options for supporting the wider funding requirements for Te Hiku o Te Ika Iwi engagement in the Accord.

*Meetings*

16. Te Puni Kōkiri and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities.
17. Te Puni Kōkiri will support the Minister of Māori Affairs' or their appropriate delegate's attendance at the annual Taumata Rangatira Hui.
18. Te Puni Kōkiri and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required, to discuss:
- a. the matters set out at clauses 8 to 13 of this portfolio agreement;
  - b. issues that are presenting and the way in which both parties might assist each other to address these; and
  - c. the matters set out at clause 33 of the Accord.
19. The Chief Executive, Te Puni Kōkiri or a nominated senior official will attend the biannual Te Kāhui Tiaki Whānau Hui.
20. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

21. The limits to this portfolio Agreement, the processes for resolving matters, review provisions and processes for varying this portfolio Agreement are specified in and will

TE AUPŌURI DEED OF SETTLEMENT  
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

be the same as the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].

22. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive  
Te Puni Kōkiri

Date: / /

Chair  
Te Rūnanga Nui o Te AupōuriTrust

Date: / /

Chair  
Te Rūnanga o Te Rarawa

Date: / /

Chair  
[Ngāti Kuri Post Settlement Governance  
Entity]

Date: / /

Chair  
Te Rūnanga o NgāiTakoto

Date: / /



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 8:  
TE IWI O TE HIKU O TE IKA IWI - DEPARTMENT OF  
BUILDING AND HOUSING AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and the Department of Building and Housing ("the Department") (together "the parties") have agreed to pursue a relationship based on areas of mutual interest.
2. Te Hiku o Te Ika Iwi ARE those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties will abide by the shared relationship principles set out in the Accord (**Clause 18**).

*Outcomes*

7. The parties are committed to the shared social development and wellbeing Outcomes set out at clause 21 of the Accord, in particular, Outcome 5, 'Well Housed':

***Well Housed;** The members of Te Hiku o Te Ika Iwi are living in healthy and secure environments that are appropriate to their needs and culture.*

8. The Department's outcome is 'a building and housing market that delivers good quality affordable homes and buildings for New Zealanders that contribute to strong communities and a prosperous economy'.
9. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider that the provision of good housing is a key part of providing for social transformation not an end in itself. Te Hiku o Te Ika Iwi acknowledge that being well housed is one of many contributors to social transformation.

TE AUPŌURI DEED OF SETTLEMENT  
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

10. The parties believe their outcomes are aligned.

*Agreements*

11. The areas in which the Department and Te Hiku o Te Ika Iwi have agreed to collaborate on are:

- a. The Department regularly reports on the building, construction and housing sector and will investigate the potential to disaggregate data to the rohe covered by the accord for the annual and five year planning cycles;
- b. The Department will assist Te Hiku o Te Ika Iwi to identify and collate any other existing data relating to housing in the Te Hiku o Te Ika region, to form the basis for understanding the current state of the region's housing issues;
- c. The Department will provide (either itself or through other providers) information and will assist where needed in the development of any Housing Strategy for Te Hiku Iwi;
- d. The Department and Te Hiku o Te Ika Iwi will discuss the provision of social and affordable housing including Te Hiku o Te Ika Iwi acting as a potential provider in the development and provision of housing;
- e. The Department will contribute to the State of Te Hiku o Te Ika Social Development and Wellbeing report and annual evaluation process;
- f. The Department will facilitate the development of a relationship between Te Hiku o Te Ika Iwi and Housing New Zealand Corporation; and
- g. the Department may refer some matters to Housing New Zealand Corporation or to other government agencies, where they may be better placed to help achieve the outcomes.

*Meetings*

12. The Department will provide support for the relevant Minister or their appropriate delegates to attend the annual Taumata Rangatira Hui.

13. The Department and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required to:

- a. identify any projects of mutual benefit and priority on which collaboration would be useful; and
- b. identify and address any areas of particular interest or concern relating to the Department's policy or service approach that may affect the region.
- c. discuss the matters set out at clause 11 of this portfolio agreement
- d. discuss the matters set out at clause 33 of the Accord.

14. The Chief Executive of the Department or a delegated senior executive will attend the biannual Te Kāhui Tiaki Whānau Hui.

15. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm

TE AUPŌURI DEED OF SETTLEMENT  
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

16. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].

17. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive  
Department of Building and Housing

Date: / /

Chair  
Te Rūnanga Nui o Te Aupōuri Trust

Date: / /

Chair  
Te Rūnanga o Te Rarawa

Date: / /

Chair  
[Ngāti Kuri Post Settlement Governance  
Entity]

Date: / /

Chair  
Te Rūnanga o Ngāi Takoto

Date: / /

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 9:  
TE IWI O TE HIKU O TE IKA IWI - STATISTICS NEW ZEALAND  
PORTFOLIO AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and Statistics New Zealand ("Stats NZ") (together "the parties") have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development of whānau, hapū and iwi of Te Hiku of Te Ika.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - (a) Ngāti Kuri;
  - (b) Te Aupōuri;
  - (c) Ngāi Takoto;
  - (d) Ngāti Kahu; and
  - (e) Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 18 of the overarching Accord.

*Scope*

7. The obligations in this portfolio agreement apply in respect of those aspects of the Stats NZ's functions that contribute to the Crown's overall supply of official information.
8. The parties acknowledge that any information that may be provided is subject to the privacy and confidentiality provisions of the Statistics Act 1975.
9. The parties agree there will be no charge for information or support that Stats NZ provide to Te Hiku o Te Ika Iwi that it would normally provide publicly and freely.
10. The Parties may agree to add other items not involved in the scope of this Accord as mutually agreed when the Accord is reviewed every 3 years.



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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

*Vision*

11. The Crown and Te Hiku of Te Ika Iwi have a shared vision:

The communities, whānau, hapū and iwi of <i>Te Hiku O Te Ika</i> are culturally, socially and economically prosperous.	Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku O Te Ika i te oranga tonutanga, kia rānea.
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12. Stats NZ supports this vision.

*Implementation*

13. Within 4 months of the signing of this portfolio agreement, the Parties will discuss the information and support required to be supplied by Stats NZ to Te Hiku of Te Ika Iwi within the Crown's overall responsibility to provide comprehensive data for the Wellbeing Report.

14. Within 6 months of the signing of this portfolio agreement, and every five years thereafter by 31 March, Stats NZ will supply the agreed information, and provided advice and support to Te Hiku of Te Ika Iwi to assist in the development of the Wellbeing Report.

*Meetings*

15. Stats NZ and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this agreement to discuss mutual expectations.

16. Stats NZ and Te Hiku o Te Ika Iwi will also meet, as required, to discuss:

(a) the information that Stats NZ will supply which will include:

- (i) the Census Far North Iwi Profile, and the available individual profiles of Far North Iwi;
- (ii) the Census Far North Region Profile; and
- (iii) the Census Quick Stats About Māori Report;

(b) how Stats NZ could support to the Iwi on:

- (i) how this data might be used;
- (ii) how this data could be updated and improved;
- (iii) how they might best collect their own hapu and iwi data; and
- (iv) any other matters related to the monitoring of wellbeing in Te Hiku o Te Ika; and

(c) the matters set out at clause 33 of the Social Accord.

17. Stats NZ will support the Minister of Statistics or their delegate's attendance at the annual Taumata Rangatira Hui. The Government Statistician, Stats NZ or a delegated senior Manager will attend the biannual *Te Kāhui Tiaki Whānau Hui*, as the agendas require.

TE AUPŌURI DEED OF SETTLEMENT  
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*Limits to the portfolio agreement, review provisions and process for varying the Accord*

18. The limits to this portfolio agreement, the processes for reviewing provisions and processes for varying this agreement are specified in the overarching Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord, signed on [date].
19. This portfolio agreement is to be read in conjunction with the Social Accord and is subject to it.

Geoff Bascand  
Government Statistician  
Statistics New Zealand

Chair  
Te Rūnanga Nui o Te  
Aupōuri Trust

Chair  
Te Rūnanga o Te  
Rarawa

Date: / /

Date: / /

Date: / /

Chair  
[Ngāti Kuri Post Settlement  
Governance Entity]

Chair  
Te Rūnanga o Ngāi Takoto

Date: / /

Date: / /

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**2. PROTOCOLS**

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**2.1 FISHERIES PROTOCOL**

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**Clause 9.8.1**

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF PRIMARY INDUSTRIES REGARDING INTERACTION WITH TE AUPŌURI ON FISHERIES ISSUES**

**1 INTRODUCTION**

- 1.1 The Crown, through the Minister of Primary Industries (the "**Minister**") and Director General of the Ministry of Agriculture and Forestry (the "**Director General**"), recognises that Te Aupōuri as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Te Aupōuri Fisheries Protocol Area (the "**Fisheries Protocol Area**") and that are managed by the Ministry of Fisheries (the "**Ministry**") under the Fisheries Act 1996. Te Aupōuri have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated 28 January 2012 between Te Aupōuri and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister would issue a Fisheries Protocol (the "**Protocol**") setting out how the Ministry will interact with the Trustees of Te Rūnanga Nui o Te Aupōuri Trust ("**Te Rūnanga Nui Trustees**") in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of Te Aupōuri in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
  - 1.2.2 input into and participation in the Ministry's national fisheries plans;
  - 1.2.3 iwi fisheries plan;
  - 1.2.4 participation in iwi fisheries forums;
  - 1.2.5 tuna/eel and toheroa;
  - 1.2.6 customary non-commercial fisheries management;
  - 1.2.7 contracting for services;
  - 1.2.8 employment of Ministry staff with customary non-commercial fisheries responsibilities;
  - 1.2.9 information exchange;
  - 1.2.10 research provider information;
  - 1.2.11 rāhui; and
  - 1.2.12 changes to policy and legislation affecting this Protocol.

TE AUPŌURI DEED OF SETTLEMENT  
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2.1: FISHERIES PROTOCOL

- 1.3 For the purposes of this Fisheries Protocol, Te Rūnanga Nui Trustees are the body representative of Te Aupōuri who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Te Aupōuri have a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The obligations of the Ministry in respect of fisheries are to ensure sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.5 The Ministry and Te Aupōuri are seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 1.6 The Minister and the Director General have certain functions, powers and duties in terms of the **Fisheries Legislation**. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Te Aupōuri and the Ministry consistent with the Ministry's obligations as set out in clause [ ], this Protocol sets out how the Minister, Director General and the Ministry will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, Te Rūnanga Nui Trustees will have the opportunity for input into the policy and planning processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise the Te Rūnanga Nui Trustees whenever it proposes to consult with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of Te Aupōuri.

**2 FISHERIES PROTOCOL AREA**

- 2.1 This Fisheries Protocol applies across the Te Aupōuri Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol.

**3 RELATIONSHIP PRINCIPLES**

- 3.1 Te Aupōuri, the Minister and the Ministry agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions under this Protocol:
  - 3.1.1 working together to preserve, promote and protect the sustainable utilisation and enhancement of fisheries;
  - 3.1.2 working in a spirit of co-operation;
  - 3.1.3 ensuring early engagement on certain matters specified in this Protocol;

**TE AUPŌURI DEED OF SETTLEMENT  
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**2.1: FISHERIES PROTOCOL**

- 3.1.4 operating a 'no-surprises' approach;
- 3.1.5 acknowledging that the relationship is evolving, not prescribed;
- 3.1.6 respecting the independence of Te Aupōuri and the Crown, and their individual mandates, roles and responsibilities within the Fisheries Protocol Area; and
- 3.1.7 acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise.

**4 SUMMARY OF THE TERMS OF ISSUE**

- 4.1 This Protocol is issued pursuant to section [insert number] of the [insert the name of the Settlement Legislation] (the "Settlement Legislation") and clause [insert clause number] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

**5 IMPLEMENTATION AND COMMUNICATION**

- 5.1 The Ministry will meet with Te Rūnanga Nui Trustees and provide and discuss a strategy to implement this Fisheries Protocol as soon as practicable after this Protocol is issued. The strategy will include:
  - 5.1.1 any matters raised in this Protocol;
  - 5.1.2 reporting processes to be put in place;
  - 5.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Te Rūnanga Nui Trustees arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
  - 5.1.4 review processes for this Protocol.
- 5.2 The implementation strategy described in clause 5.1 of this Protocol will have effect from the date specified in the strategy.
- 5.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Te Rūnanga Nui Trustees by:
  - 5.3.1 maintaining, at national and regional levels, information provided by the Te Rūnanga Nui Trustees on the office holders of the Te Rūnanga Nui Trustees, addresses and contact details;

**TE AUPŌURI DEED OF SETTLEMENT  
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**2.1: FISHERIES PROTOCOL**

5.3.2 providing reasonable opportunities for the Te Rūnanga Nui Trustees to meet with Ministry managers and staff (as might be agreed in the implementation plan); and

5.3.3 providing reasonable opportunities for the Te Rūnanga Nui Trustees to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.

5.4 The Ministry will:

5.4.1 consult and involve the Te Rūnanga Nui Trustees in the training of relevant staff on this Protocol and provide on-going training as required; and

5.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

**6 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS**

6.1 Te Aupōuri are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Fisheries Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) required to meet these goals and outcomes.

6.2 Te Aupōuri input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 7, which the Minister must have particular regard to when making sustainability decisions that relate to the Fisheries Protocol Area. Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Te Aupōuri is provided for. This will include consulting Te Rūnanga Nui Trustees on those proposed sustainability measures.

**7 IWI FISHERIES PLAN**

7.1 Te Rūnanga Nui Trustees will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

7.2 The Ministry will assist Te Rūnanga Nui Trustees, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

7.3 The Ministry and Te Rūnanga Nui Trustees agree that the iwi fisheries plan will address:

7.3.1 the objectives of the iwi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;

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**2.1: FISHERIES PROTOCOL**

- 7.3.2 how Te Aupōuri will exercise kaitiakitanga in the Fisheries Protocol Area;
  - 7.3.3 how Te Rūnanga Nui Trustees will participate in fisheries planning in the Fisheries Protocol Area; and
  - 7.3.4 how the customary, commercial and recreational fishing interests of Te Rūnanga Nui Trustees will be managed in an integrated way.
- 7.4 The Ministry and Te Rūnanga Nui Trustees agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:
- 7.4.1 the content of the iwi fisheries plan, including how the plan will legally express, protect and recognise the mana of Te Aupōuri; and
  - 7.4.2 ways in which the Ministry will work with Te Rūnanga Nui Trustees to develop and review the iwi fisheries plan.

**8 PARTICIPATION IN IWI FISHERIES FORUMS**

- 8.1 The Ministry will provide opportunities for Te Aupōuri to have input and participate in any Iwi Fisheries Forums relating to the Fisheries Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The Ministry will provide Te Rūnanga Nui Trustees with all reasonably available information to enable Te Rūnanga Nui Trustees to engage with the Ministry on those fisheries management activities (including research planning) relevant to the Iwi Fisheries Forums. The Ministry will consult Te Rūnanga Nui Trustees within the relevant Iwi Fisheries Forum on all research proposals commissioned by the Ministry directly relating to the Fisheries Protocol Area.
- 8.2 The Te Aupōuri iwi fisheries plan will guide Te Aupōuri input into the Ministry's Iwi Fisheries Forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop Forum Fisheries Plans.

**9 SPECIES OF FISH, AQUATIC LIFE AND SEAWEED**

**Tuna/eel**

- 9.1 The Ministry recognises that Te Aupōuri has a customary non-commercial interest in the tuna/eel fishery within the Fisheries Protocol Area.
- 9.2 The iwi fisheries plan developed by Te Rūnanga Nui Trustees will identify the objectives of Te Rūnanga Nui Trustees for the management of tuna/eel and identify how Te Aupōuri exercise kaitiakitanga in respect of the tuna/eel fishery.
- 9.3 The Ministry will recognise and provide for the input and participation of Te Aupōuri into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the Te Aupōuri iwi fisheries plan in accordance with clause 6.2. The Ministry will provide opportunities for Te Rūnanga Nui Trustees to participate in annual fisheries planning processes through Iwi Fisheries

2.1: FISHERIES PROTOCOL

Forums where any relevant national fisheries plans include matters relating to tuna/eel management that affects the Fisheries Protocol Area.

- 9.4 The Minister will have particular regard to how Te Aupōuri exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the tuna/eel fishery. In considering any proposal affecting the tuna/eel fishery in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Te Aupōuri in tuna/eel are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult Te Rūnanga Nui Trustees on any proposal concerning the tuna/eel fishery in accordance with clause 6.2.
- 9.5 The Ministry recognises that Te Aupōuri have an interest in the research of tuna/eel. Where the iwi seek to conduct research on tuna/eel, the Ministry will meet with Te Rūnanga Nui Trustees in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from Te Rūnanga Nui Trustees for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the tuna/eel fishery in the Fisheries Protocol Area.
- 9.6 For the purposes of clauses 9.1 to 9.5:
- 9.6.1 Tuna/eel is defined as:
- a) *Anguilla dieffenbachia* (long finned eel);
  - b) *Anguilla australis* (short finned eel);
  - c) *Anguilla rheinhartii* (Australian long finned eel); and
- 9.6.2 undersized tuna/eel is tuna/eel with a weight less than the minimum weight prescribed for the taking of tuna/eel by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

Toheroa

- 9.7 The Ministry recognises that Te Aupōuri has a customary non-commercial interest in the toheroa (*Paphies ventricosa*) fishery. At the date of the Deed of Settlement, the toheroa fishery was not fished commercially or recreationally.
- 9.8 The iwi fisheries plan developed by Te Rūnanga Nui Trustees will identify the objectives of Te Rūnanga Nui Trustees for the management of the toheroa and identify how Te Aupōuri exercise kaitiakitanga in respect of the toheroa fishery.
- 9.9 The Ministry will recognise and provide for the input and participation of Te Aupōuri into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the Te Aupōuri iwi fisheries plan in accordance with clause 6.2. The Ministry will provide opportunities for Te Rūnanga Nui Trustees to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to toheroa management that affects the Fisheries Protocol Area.

2.1: FISHERIES PROTOCOL

- 9.10 The Minister will have particular regard to how Te Aupōuri exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the toheroa fishery. In considering any proposal affecting the toheroa fishery in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Te Aupōuri in toheroa are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult Te Rūnanga Nui Trustees on any proposal concerning the toheroa fishery in accordance with clause 6.2.
- 9.11 The Ministry recognises that Te Aupōuri have an interest in the research of toheroa. Where the iwi seek to conduct research on toheroa, the Ministry will meet with Te Rūnanga Nui Trustees in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research.

**10 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES**

- 10.1 The Ministry undertakes to provide Te Rūnanga Nui Trustees with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- 10.1.1 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Fisheries Protocol Area; and
  - 10.1.2 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.

**11 CONTRACTING FOR SERVICES**

- 11.1 The Ministry will consult with Te Rūnanga Nui Trustees in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.
- 11.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Te Aupōuri, and may be achieved by one or more of the following:
- 11.2.1 the Ministry may notify Te Rūnanga Nui Trustees of a contract for fisheries services;
  - 11.2.2 the Ministry may notify Te Rūnanga Nui Trustees of an invitation to tender for fisheries services; and
  - 11.2.3 the Ministry may direct a successful contractor to engage with Te Rūnanga Nui Trustees as appropriate, in undertaking the relevant fisheries services.

2.1: FISHERIES PROTOCOL

11.3 If Te Rūnanga Nui Trustees are contracted for fisheries services then clause [ ] will not apply in relation to those fisheries services.

**12 RESEARCH PROVIDER INFORMATION**

12.1 The Ministry will provide Te Rūnanga Nui Trustees, within 30 working days of the issuing of this Fisheries Protocol, with information on becoming an Approved Fisheries Provider. Should the requirements for becoming and remaining an Approved Research provider change over time, the Ministry will inform Te Rūnanga Nui Trustees about these changes.

**13 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES**

13.1 The Ministry will consult with Te Rūnanga Nui Trustees on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Te Aupōuri in relation to the Fisheries Protocol Area.

13.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Te Aupōuri, and may be achieved by one or more of the following:

13.2.1 consultation on the job description and work programme;

13.2.2 direct notification of the vacancy;

13.2.3 consultation on the location of the position; and

13.2.4 input into the selection of the interview panel.

**14 CONSULTATION**

14.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with Te Rūnanga Nui Trustees in each case are:

14.1.1 ensuring that Te Rūnanga Nui Trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

14.1.2 providing Te Rūnanga Nui Trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

14.1.3 ensuring that sufficient time is given for the participation of Te Rūnanga Nui Trustees in the decision making process including the preparation of submissions by Te Rūnanga Nui Trustees in relation to any of the matters that are the subject of the consultation; and

TE AUPŌURI DEED OF SETTLEMENT  
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**2.1: FISHERIES PROTOCOL**

14.1.4 ensuring that the Ministry will approach the consultation with Te Rūnanga Nui Trustees with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.

14.2 Where the Ministry has consulted with Te Rūnanga Nui Trustees in relation to this Fisheries Protocol, the Ministry will report back to Te Rūnanga Nui Trustees, either in person or in writing, on the decision made as a result of any such consultation.

**15 RĀHUI**

15.1 The Ministry recognises that rāhui is a traditional use and management practice of Te Aupōuri and supports their rights to place traditional rāhui over their customary fisheries.

15.2 The Ministry and Te Rūnanga Nui Trustees acknowledge that a traditional rāhui may be placed by Te Rūnanga Nui Trustees over their customary fisheries, and that adherence to any rāhui is a matter of voluntary choice. Te Rūnanga Nui Trustees undertakes to inform the Ministry of the placing and the lifting of a rāhui by Te Aupōuri over their customary fisheries, and also the reasons for the rāhui.

15.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Te Aupōuri over their customary fisheries, in a manner consistent with the understandings outlined in clause 15.1 above.

15.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Te Aupōuri over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

**16 INFORMATION EXCHANGE**

16.1 Te Rūnanga Nui Trustees and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Te Rūnanga Nui Trustees will as far as possible exchange any information that is relevant to the management of the Fisheries Protocol Area.

16.2 The Ministry will make available to Te Rūnanga Nui Trustees all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Te Rūnanga Nui Trustees for the purposes of assisting them to exercise their rights under this Fisheries Protocol.

**17 DISPUTE RESOLUTION**

17.1 If either the Ministry or Te Rūnanga Nui Trustees considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**2.1: FISHERIES PROTOCOL**

other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

- 17.1.1 Within 15 working days of being given written notice, the relevant contact persons from the Ministry and Te Rūnanga Nui Trustees will meet to work in good faith to resolve the issue;
  - 17.1.2 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 17.1, the Director General of the Ministry and representative of Te Rūnanga Nui Trustees will meet to work in good faith to resolve the issue;
  - 17.1.3 If the dispute has not been resolved within 45 working days despite the process outlined in clauses 17.1 and 17.2 having been followed, the Ministry and Te Rūnanga Nui Trustees may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.
- 17.2 In the context of any dispute that has been initiated under clause 17.1, the Ministry and Te Rūnanga Nui Trustees will place utmost importance on the fact that the Ministry and Te Rūnanga Nui Trustees are, in accordance with clause 1.5 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

**18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

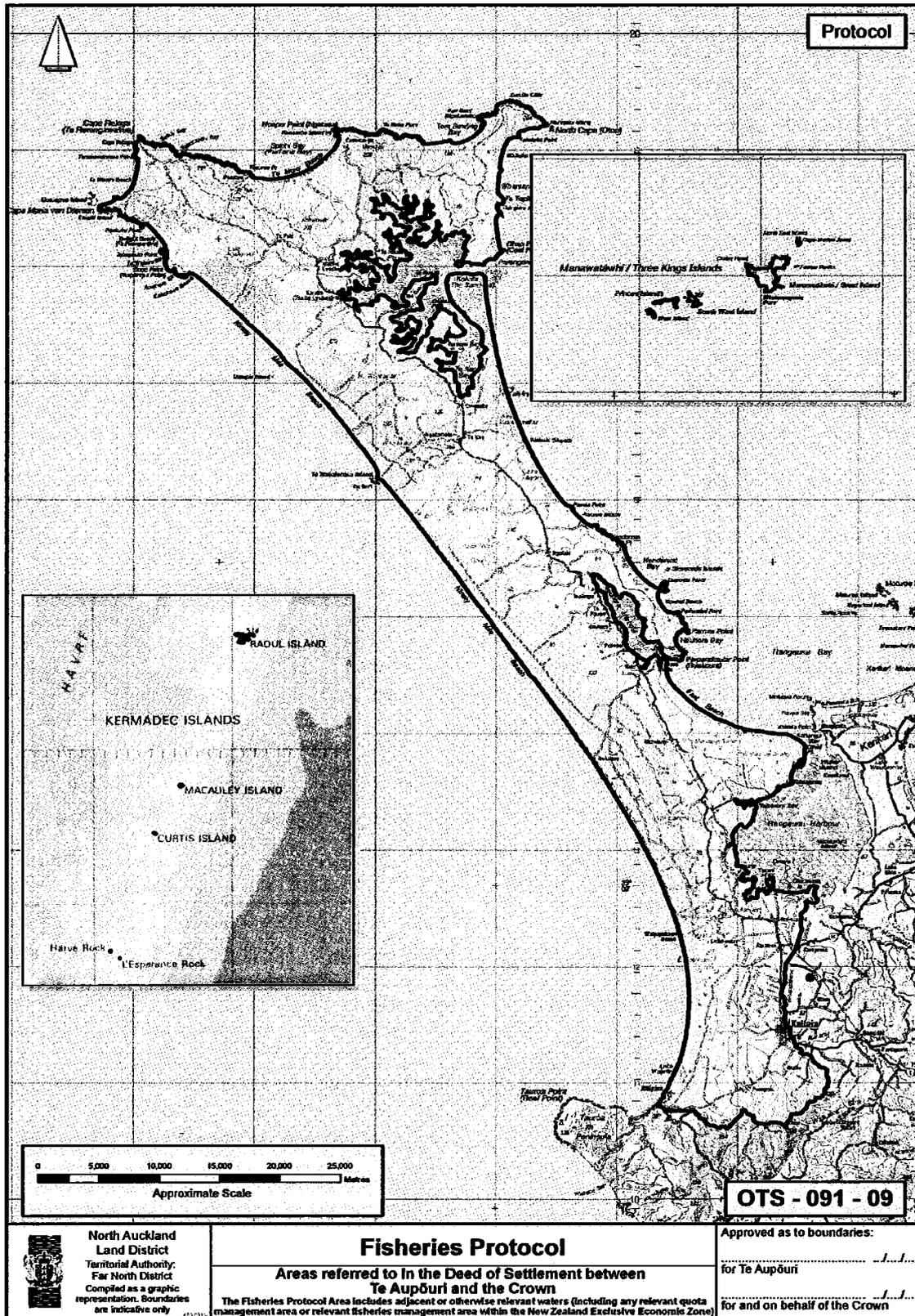
- 18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 18.1.1 notify Te Rūnanga Nui Trustees of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and
  - 18.1.2 make available to Te Rūnanga Nui Trustees the information provided to iwi as part of the consultation process referred to in this clause; and
  - 18.1.3 report back to Te Rūnanga Nui Trustees on the outcome of any such consultation, either in writing or in person.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

2.1: FISHERIES PROTOCOL

ATTACHMENT A  
FISHERIES PROTOCOL AREA



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

2.1: FISHERIES PROTOCOL

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

1. **Amendment and cancellation**

1.1 The Minister may amend or cancel this protocol, but only after consulting with Te Rūnanga Nui trustees and having particular regard to their views (*section [number]*).

2. **Noting**

2.1 A summary of the terms of this protocol must be noted in the fisheries plans affecting the protocol area, but the noting:

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (*section [number]*).

3. **Limits**

3.1 This protocol does not:

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (*section [number]*); or

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Te Aupōuri (*section [number]*); or

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under:

(a) the Fisheries Act 1996; or

(b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) the Maori Fisheries Act 2004 (*section [number]*).

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.1: FISHERIES PROTOCOL

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, Te Rūnanga Nui trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).
- 4.2 A breach of this protocol is not a breach of the deed of settlement (clause 9.11).

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**2.2 CULTURE AND HERITAGE PROTOCOL**

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**Clause 9.8.2**



**A PROTOCOL ISSUED BY THE CROWN  
THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING  
INTERACTION WITH TE AUPŌURI ON SPECIFIED ISSUES**

**1 INTRODUCTION**

1.1 Under the Deed of Settlement dated 28 January 2012 between Te Aupōuri and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Protocol**") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with Te Rūnanga Nui trustees on matters specified in the Protocol. These matters are:

- 1.1.1 Protocol Area - Part 2
- 1.1.2 Summary of the Terms of Issue - Part 3
- 1.1.3 Implementation and communication - Part 4
- 1.1.4 The role of the Chief Executive under the Act - Part 5
- 1.1.5 The role of the Minister under the Act - Part 6
- 1.1.6 Effects on Te Aupōuri's interest in the Protocol Area - Part 7
- 1.1.7 Registration as a collector of Ngā Taonga Tūturu - Part 8
- 1.1.8 Board Appointments - Part 9
- 1.1.9 National Monuments, War Graves and Historical Graves - Part 10
- 1.1.10 History publications relating to Te Aupōuri - Part 11
- 1.1.11 Provision of Cultural and/or Spiritual Practices and Professional Services - Part 12
- 1.1.12 Consultation - Part 13
- 1.1.13 Changes to policy and legislation affecting this Protocol - Part 14
- 1.1.14 Definitions - Part 15.

1.2 For the purposes of this Protocol Te Rūnanga Nui trustees are representative of the whānau, hapū, and iwi of Te Aupōuri who have an interest in the matters covered under this Protocol. This derives from the status of Te Aupōuri as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.3 Manatū Taonga also known as the Ministry (the "**Ministry**") and Te Rūnanga Nui trustees are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / the Treaty of



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.2: CULTURE AND HERITAGE PROTOCOL

Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

- 1.4 The purpose of the Protected Objects Act 1975 (the "Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide Te Rūnanga Nui trustees with the opportunity for input, into matters set out in Clause 1.1.
- 1.6 In respect of Taonga Tūturu of Te Aupōuri found prior to 1 April 1976, the Minister and the Chief Executive recognise the importance of such Taonga Tūturu to Te Aupōuri and acknowledge the efforts of Te Aupōuri to protect and repatriate those Taonga Tūturu.

## 2 PROTOCOL AREA

- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

## 3 SUMMARY OF THE TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section xx of the xxx ("the **Settlement Legislation**") that implements the Te Aupōuri Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

## 4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with Te Rūnanga Nui trustees by:
  - 4.1.1 maintaining information provided by Te Rūnanga Nui trustees on the office holders of Te Rūnanga Nui trustees and their addresses and contact details;
  - 4.1.2 discussing with Te Rūnanga Nui trustees concerns and issues notified by Te Rūnanga Nui trustees about this Protocol;
  - 4.1.3 as far as reasonably practicable, providing opportunities for Te Rūnanga Nui trustees to meet with relevant Ministry managers and staff;
  - 4.1.4 meeting with Te Rūnanga Nui trustees to review the implementation of this Protocol at least once a year, if requested by either party;
  - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;

2.2: CULTURE AND HERITAGE PROTOCOL

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with Te Rūnanga Nui trustees on the Ministry's website.

**5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT**

**General**

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to Te Rūnanga Nui trustees within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify Te Rūnanga Nui trustees in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Te Aupōuri origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Aupōuri origin found anywhere else in New Zealand;

5.1.3 notify Te Rūnanga Nui trustees in writing of their right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Aupōuri origin found anywhere else in New Zealand;

5.1.4 notify Te Rūnanga Nui trustees in writing of their right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Aupōuri origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify Te Rūnanga Nui trustees in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Aupōuri origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

**Applications for Ownership**

5.2. If Te Rūnanga Nui trustees lodge a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Te Aupōuri origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with Te Rūnanga Nui trustees' claim of ownership, the Chief Executive will consult with Te Rūnanga Nui trustees for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

2.2: CULTURE AND HERITAGE PROTOCOL

- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Aupōuri origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of Te Rūnanga Nui trustees may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

**Applications for Custody**

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Te Aupōuri origin found elsewhere in New Zealand by Te Rūnanga Nui trustees or any other person, the Chief Executive will:
- 5.5.1 consult Te Rūnanga Nui trustees where there is any request from any other person for the custody of the Taonga Tūturu;
  - 5.5.2 consult Te Rūnanga Nui trustees before a decision is made on who may have custody of the Taonga Tūturu; and
  - 5.5.3 notify Te Rūnanga Nui trustees in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

**Export Applications**

- 5.6 For the purpose of seeking an expert opinion from Te Rūnanga Nui trustees on any export applications to remove any Taonga Tūturu of Te Aupōuri origin from New Zealand, the Chief Executive will register Te Rūnanga Nui trustees on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Te Aupōuri origin from New Zealand, the Chief Executive will consult Te Rūnanga Nui trustees as an Expert Examiner on that application, and notify Te Rūnanga Nui trustees in writing of his or her decision.

**6. THE ROLE OF THE MINISTER UNDER THE ACT**

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to Te Rūnanga Nui trustees within the limits of the Act. In circumstances where the Chief Executive originally consulted Te Rūnanga Nui trustees as an Expert Examiner, the Minister may consult with Te Rūnanga Nui trustees where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 The Ministry will notify Te Rūnanga Nui trustees in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Te Rūnanga Nui trustees was consulted as an Expert Examiner.

2.2: CULTURE AND HERITAGE PROTOCOL

**7. EFFECTS ON TE AUPŌURI'S INTERESTS IN THE PROTOCOL AREA**

- 7.1 The Chief Executive and Te Rūnanga Nui trustees shall discuss any policy and legislative development, which specifically affects Te Aupōuri interests in the Protocol Area.
- 7.2 The Chief Executive and Te Rūnanga Nui trustees shall discuss any of the Ministry's operational activities, which specifically affect Te Aupōuri interests in the Protocol Area.
- 7.3 Notwithstanding clauses 7.1 and 7.2 above the Chief Executive and Te Rūnanga Nui trustees shall meet to discuss Te Aupōuri interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

**8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU**

- 8.1 The Chief Executive will register Te Rūnanga Nui trustees as a Registered Collector of Taonga Tūturu.

**9. BOARD APPOINTMENTS**

- 9.1 The Chief Executive shall:
- 9.1.1 notify Te Rūnanga Nui trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
- 9.1.2 add Te Rūnanga Nui trustees' nominees onto Manatū Taonga / Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
- 9.1.3 notify Te Rūnanga Nui trustees of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

**10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

- 10.1 The Chief Executive shall seek and consider the views of Te Rūnanga Nui trustees on any national monument, war grave or historic grave managed or administered by the Ministry, which specifically relates to Te Aupōuri's interests.

**11. HISTORY PUBLICATIONS RELATING TO TE AUPŌURI**

- 11.1 The Chief Executive shall:
- 11.1.1 provide Te Rūnanga Nui trustees with a list and copies of all history publications commissioned or undertaken by the Ministry that relate substantially to Te Aupōuri; and
- 11.1.2 where reasonably practicable, consult with Te Rūnanga Nui trustees on any work the Ministry undertakes that relates substantially to Te Aupōuri:
- (a) from an early stage;
- (b) throughout the process of undertaking the work; and

2.2: CULTURE AND HERITAGE PROTOCOL

(c) before making the final decision on the material of a publication.

11.2 Te Rūnanga Nui trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Te Rūnanga Nui trustees, is entitled to make the final decision on the material of the historical publication.

**12. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**

12.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Te Aupōuri within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

12.2 Where appropriate, the Chief Executive will consider using Te Rūnanga Nui trustees as a provider of professional services.

12.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

**13. CONSULTATION**

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with Te Rūnanga Nui trustees in each case are:

13.1.1 ensuring that Te Rūnanga Nui trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

13.1.2 providing Te Rūnanga Nui trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of Te Rūnanga Nui trustees in the decision making process including the preparation of submissions by Te Rūnanga Nui trustees in relation to any of the matters that are the subject of the consultation;

13.1.4 ensuring that the Chief Executive will approach the consultation with Te Rūnanga Nui trustees with an open mind, and will genuinely consider the submissions of Te Rūnanga Nui trustees in relation to any of the matters that are the subject of the consultation; and

13.1.5 report back to Te Rūnanga Nui trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

2.2: CULTURE AND HERITAGE PROTOCOL

**14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

14.1.1 notify Te Rūnanga Nui trustees of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

14.1.2 make available to Te Rūnanga Nui trustees the information provided to Māori as part of the consultation process referred to in this clause; and

14.1.3 report back to Te Rūnanga Nui trustees on the outcome of any such consultation.

**15. DEFINITIONS**

15.1 In this Protocol:

**Chief Executive** means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

**Expert Examiner** has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

**Found** has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

**Te Rūnanga Nui trustees** means the trustees from time to time of Te Rūnanga Nui o Te Aupōuri Trust acting in their capacity as trustees of Te Rūnanga Nui o Te Aupōuri Trust

**Te Rūnanga Nui o Te Aupōuri Trust** means the trust known by that name and established by a trust deed dated 11 September 2005 and amended by further trust deed dated 31 January 2011;

**Ngā Taonga Tūturu** has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

2.2: CULTURE AND HERITAGE PROTOCOL

**Protocol** means a statement in writing, issued by the Crown through the Minister to Te Rūnanga Nui trustees under the Settlement Legislation and the Deed of Settlement and includes this Protocol

**Taonga Tūturu** has the same meaning as in section 2 of the Act and means an object that:

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been:
  - (i) manufactured or modified in New Zealand by Māori; or
  - (ii) brought into New Zealand by Māori; or
  - (iii) used by Māori; and
- (c) is more than 50 years old

Te **Aupōuri** has the meaning set out in clause 12.10 of the Deed of Settlement.

**ISSUED** on

**SIGNED** for and behalf of )  
**THE SOVEREIGN** in right of New )  
Zealand by the Minister for Arts, Culture )  
and Heritage, in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

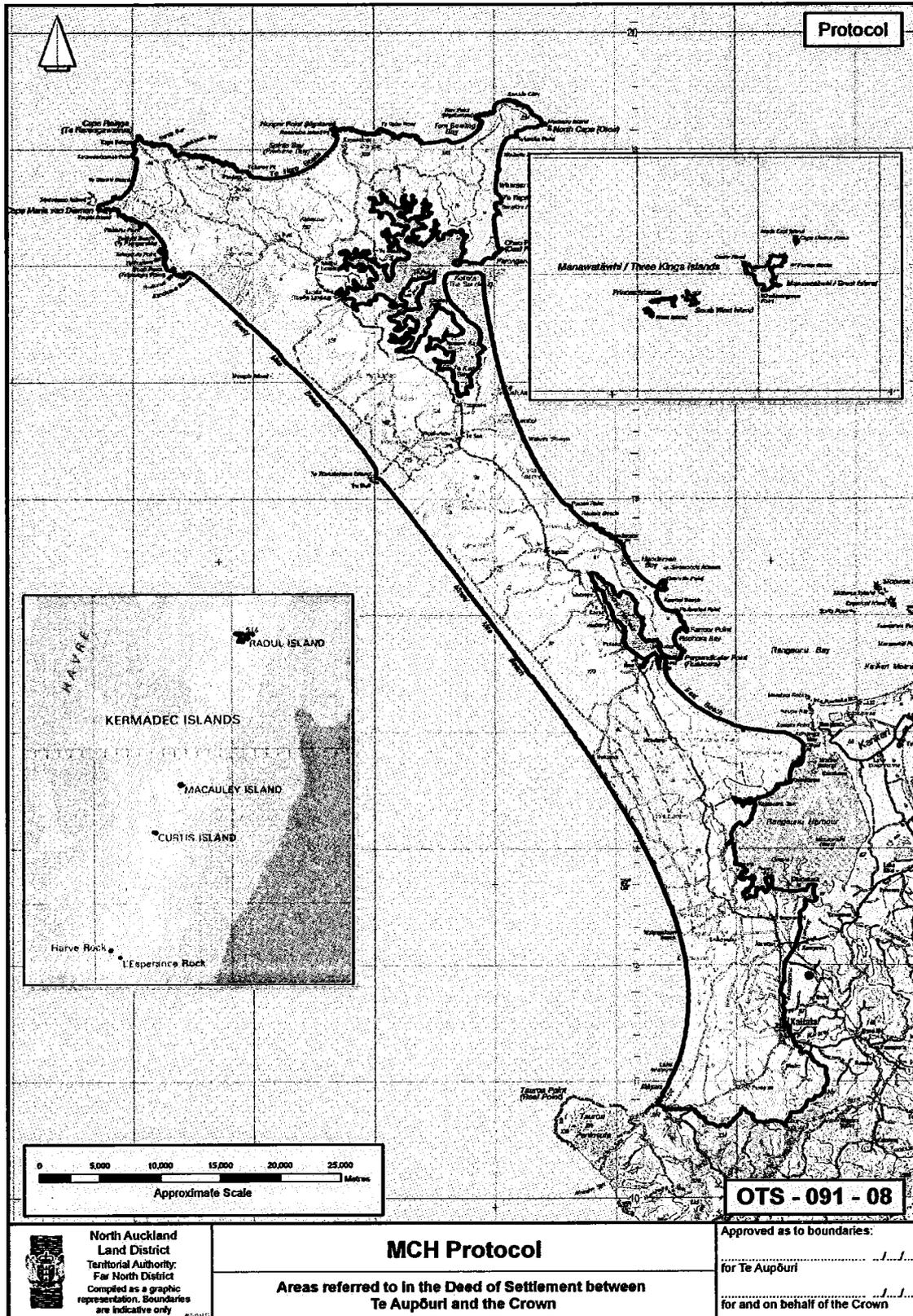
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TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

2.2: CULTURE AND HERITAGE PROTOCOL

ATTACHMENT A  
PROTOCOL AREA



2.2: CULTURE AND HERITAGE PROTOCOL

**ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE**

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

**1. Amendment and cancellation**

1.1 The Minister may amend or cancel this protocol, but only after consulting with Te Rūnanga Nui trustees and having particular regard to their views (*section [number]*).

**2. Limits**

2.1 This protocol does not:

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (*section [number]*); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of the Te Aupōuri (*section [number]*); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to, taonga tūturu.

**3. Breach**

3.1 Subject to the Crown Proceedings Act 1950, Te Rūnanga Nui trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).

3.2 A breach of this protocol is not a breach of the deed of settlement (clause 9.11).



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**2.3 PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES**

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**Clause 9.8.3**

2.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

**A PROTOCOL ISSUED BY THE CROWN  
THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING  
CONSULTATION WITH TE AUPŌURI BY THE MINISTRY OF ECONOMIC  
DEVELOPMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

**1. INTRODUCTION**

- 1.1 Under the Deed of Settlement dated 28 January 2012 between Te Aupōuri and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol setting out how the Ministry of Economic Development (the "**Ministry**") will consult with Te Rūnanga Nui trustees on matters specified in the Protocol.
- 1.2 Both the Ministry and Te Aupōuri are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the "**Act**") is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Protocol Area.

**2. PURPOSE OF THIS PROTOCOL**

- 2.1 With the intent of creating a constructive relationship between Te Aupōuri and the Ministry in relation to mineral resources administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Te Rūnanga Nui trustees will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

**3. PROTOCOL AREA**

- 3.1 This Protocol applies across the Protocol Area which means the area identified in the map included in Attachment A of this Protocol together with the adjacent waters.

**4. SUMMARY OF THE TERMS OF ISSUE**

- 4.1 This Protocol is issued pursuant to section [ ] of [insert the name of the Settlement Legislation] (the "**Settlement Legislation**") that implements clause 9.8.3 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

2.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

4.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

**5. CONSULTATION**

5.1 The Minister will ensure that Te Rūnanga Nui trustees are consulted by the Ministry:

**New minerals programmes**

5.1.1 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Protocol Area;

**Petroleum exploration permit block offers**

5.1.2 on the planning of a competitive tender allocation of a permit block for Petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area;

**Other petroleum exploration permit applications**

5.1.3 when any application for a petroleum exploration permit is considered, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;

**Amendments to petroleum exploration permits**

5.1.4 when any application to amend a petroleum exploration permit, by extending the land or minerals to which the permit relates, is considered, where the application relates, wholly or in part, to the Protocol Area;

**Permit block offers for Crown owned minerals other than petroleum**

5.1.6 on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than Petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

**Other permit applications for Crown owned minerals other than petroleum**

5.1.7 when any application for a permit in respect of Crown owned minerals other than petroleum is considered, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 5.1.2;

**Newly available acreage**

5.1.8 when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals

2.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

other than petroleum, which relates, whether wholly or in part, to the Protocol Area; and

**Amendments to permits for Crown owned minerals other than petroleum**

5.1.9 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is considered; and

5.1.10 where the application relates, wholly or in part, to the Protocol Area.

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Te Rūnanga Nui trustees, and having regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, particularly as those principles are set out in the relevant minerals programme from time to time, and taking into account the circumstances of each case.

**6. IMPLEMENTATION AND COMMUNICATION**

6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 6.1 of this Protocol. The Ministry will consult with Te Rūnanga Nui trustees in accordance with this Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 of this Protocol may affect the interests of Te Aupōuri.

6.2 The basic principles that will be followed by the Ministry in consulting with Te Rūnanga Nui trustees in each case are:

6.2.1 ensuring that Te Rūnanga Nui trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Protocol;

6.2.2 providing Te Rūnanga Nui trustees with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Protocol;

6.2.3 ensuring that sufficient time is given for the participation of Te Rūnanga Nui trustees in the decision making process and the consideration by Te Rūnanga Nui trustees of their submissions in relation to any of the matters described in clause 5 of this Protocol; and

6.2.4 ensuring that the Ministry will approach the consultation with Te Rūnanga Nui trustees with an open mind, and will genuinely consider the submissions of Te Rūnanga Nui trustees in relation to any of the matters described in clause 6 of this Protocol.

6.3 Where the Ministry is required to consult Te Rūnanga Nui trustees as specified in clause 5.2, the Ministry will report back in writing to Te Rūnanga Nui trustees on the decision made as a result of such consultation.

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2.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

- 6.4 The Ministry will seek to fulfil its obligations under this Protocol by:
- 6.4.1 maintaining information on Te Rūnanga Nui trustees' address and contact details as provided from time to time by Te Rūnanga Nui trustees;
  - 6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol;
  - 6.4.3 nominating relevant employees to act as contacts with Te Rūnanga Nui trustees in relation to issues concerning this Protocol; and
  - 6.4.4 providing Te Rūnanga Nui trustees with the names of the relevant employees who will act as contacts with Te Rūnanga Nui trustees in relation to issues concerning this Protocol.

7. DEFINITIONS

7.1 In this Protocol:

**Act** means the Crown Minerals Act 1991 as amended, consolidated or substituted;

**Crown** means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

**Crown owned minerals** means any mineral (as defined below) that is the property of the Crown in accordance with sections 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

**Deed of Settlement** means the Deed of Settlement dated 28 January 2012 between the Crown and Te Aupōuri;

**Te Rūnanga Nui trustees** means the trustees from time to time of Te Rūnanga Nui o Te Aupōuri Trust acting in their capacity as trustees of Te Rūnanga Nui o Te Aupōuri Trust;

**Mineral** means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water, and includes all metallic minerals, non-metallic minerals, fuel minerals (including coal and Petroleum), precious stones, industrial rocks and building stones within the meaning of the Act and a prescribed substance within the meaning of the Atomic Energy Act 1945;

**Minister** means the Minister of Energy and Resources;

**Ministry** means the Ministry of Economic Development;

**Te Aupōuri** has the meaning set out in clause 12.10 of the Deed of Settlement;

**Petroleum** means:

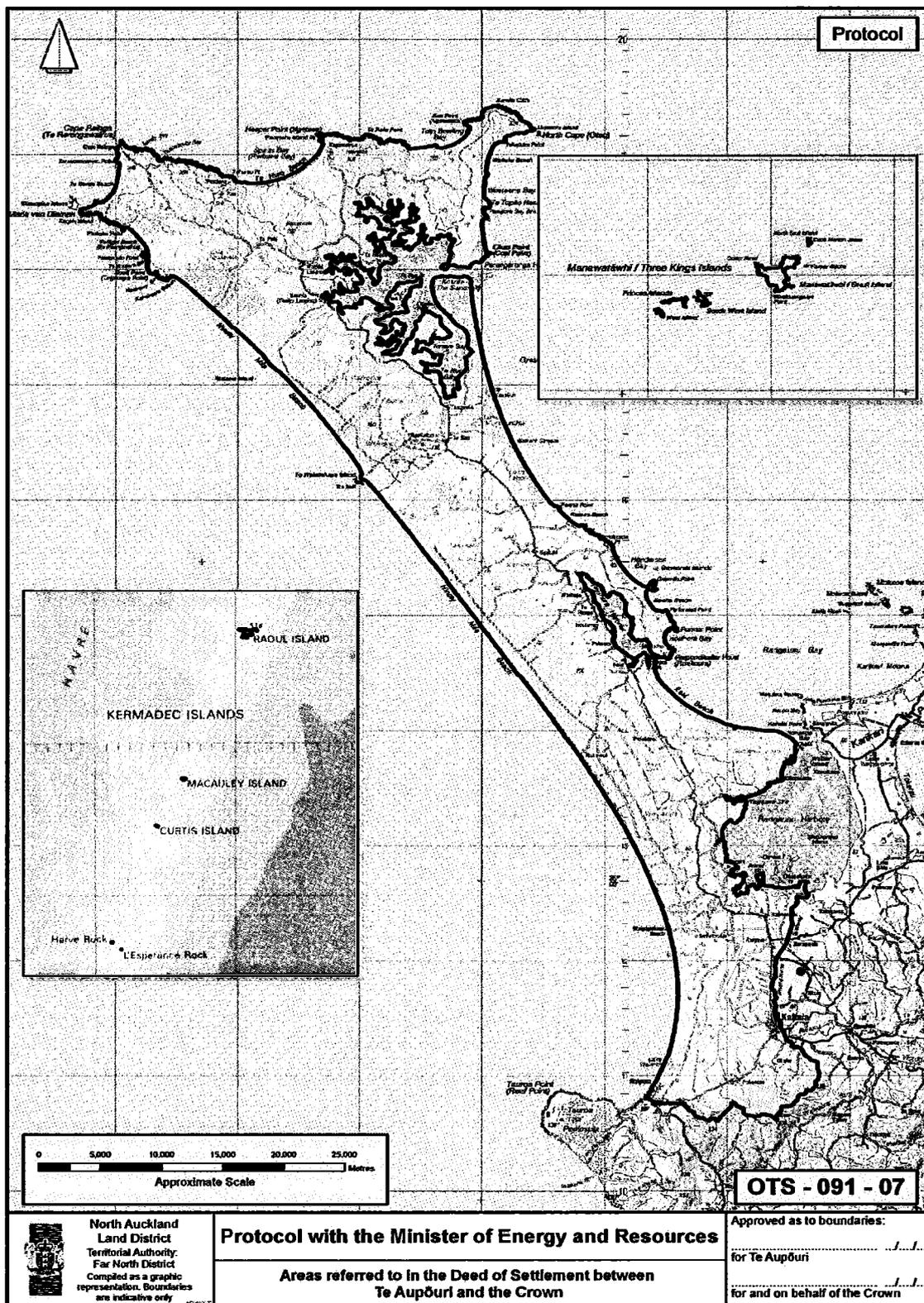
- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or



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ATTACHMENT A  
PROTOCOL AREA



**ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE**

This Minerals Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

**1. Amendment and cancellation**

1.1 The Minister may amend or cancel this Minerals Protocol, but only after consulting with Te Rūnanga Nui trustees and having particular regard to their views (section [number]).

**2. Noting**

2.1 A summary of the terms of this Minerals Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Minerals Protocol Area when those programmes are replaced;

but the addition;

2.1.3 is for the purpose of public notice only; and

2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [number]).

**3. Limits**

3.1 This Minerals Protocol does not:

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section [number]); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Te Aupōuri or a representative entity (section [number]); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown owned minerals (section [number]).

3.2 In this Summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.

TE AUPŌURI DEED OF SETTLEMENT  
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2.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, Te Rūnanga Nui trustees may enforce this Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [number]).
- 4.2 A breach of this Minerals Protocol is not a breach of the Deed of Settlement (clause 9.11).

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**3. LETTER OF COMMITMENT RELATING TO THE CARE AND  
MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION  
OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

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3: LETTER OF COMMITMENT

**Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Te Hiku o Te Ika iwi taonga**

**The Parties**

1. The Parties to this Letter of Commitment ("Letter") are:
  - 1.1 Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri, Te Aupōuri, NgāiTakoto and Te Rarawa;
  - 1.2 The Department of Internal Affairs, Te Tari Taiwhenua; and
  - 1.3 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 Annex A.

2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - 2.1 Ngāti Kuri; and
  - 2.2 Te Aupōuri; and
  - 2.3 NgāiTakoto; and
  - 2.4 Ngāti Kahu; and
  - 2.5 Te Rarawa.
3. Although Ngāti Kahu is not a party to this Letter at the date of execution, Ngāti Kahu may become a party to this Letter at any time by giving one month's written notice to the Parties.
4. In the event that Ngāti Kahu is not a party to this Letter, the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Letter and Te Hiku o Te Ika shall have a corresponding meaning.

**Definitions**

- "Inventories"* means list of information.
- "Iwi parties"* Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri, Te Aupōuri, NgāiTakoto and Te Rarawa are, for the purposes of this Letter of Commitment, referred to as the "Iwi parties".
- "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 Letter of Commitment referred to as the "Crown parties". A summary of the role and functions of each of the parties is provided in Annex A.
- "Deaccessioned"* the permanent removal of an item from the collections of Te Papa Tongarewa.

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*"National Library"* includes the Alexander Turnbull Library.

*"Taonga"* 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).

**Context**

5. The Crown has signed Deeds of Settlement ("the Deeds of Settlement"), settling the historical claims of the following Te Hiku o Te Ika Iwi:

5.1 Ngāi Takoto;

5.2 Ngāti Kurī;

5.3 Te Aupōuri; and

5.4 Te Rarawa.

6. Under the Deeds of Settlement the Crown and the Iwi parties agreed to the development of this Letter to facilitate the:

6.1 care and management of;

6.2 access to and use of;

6.3 development and revitalisation of;

6.4 involvement in agreed education initiatives associated with; and

6.5 involvement in research undertaken by the Crown parties or jointly with the Iwi parties on;

Te Hiku o Te Ika Iwi taonga whether held by Te Hiku o Te Ika whānau and hapū, or the Crown parties.

7. The Parties have entered into this Letter consistent with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.

8. The Parties acknowledge that this common commitment is intended to support the contribution that the Parties make towards the shared vision between the Crown and the Iwi parties as set out at paragraph 12 and the achievement of the outcome set out at paragraph 15.

9. This Letter of Commitment is one of a suite of documents including the Social Accord and the DIA portfolio agreement that together sets out the relationship expectations of and the commitments made between the Department of Internal Affairs and the Iwi parties. The specific expectations of and commitments made between Te Papa and the Iwi parties are set out in this Letter of Commitment.

**Purpose**

10. The purpose of this Letter is to give greater definition to how the Parties intend to develop an enduring relationship and collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga.

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11. The Parties recognise the following matters, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
- 11.1 the significance of Te Hiku o Te Ika Iwi taonga to the maintenance and development of Te Hiku o Te Ika culture and to enriching the cultural life of New Zealand;
  - 11.2 that Te Hiku o Te Ika Iwi taonga is held and looked after by Te Hiku o Te Ika whānau and hapū, and also by the Crown parties to this Letter;
  - 11.3 that active and meaningful engagement by the Crown parties with Te Hiku o Te Ika in the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga is required as agreed in the work plans; and
  - 11.4 the need for an enduring and collaborative relationship to be developed between the Iwi parties and the Crown parties.

**Vision**

12. The Crown and the Iwi parties have a shared vision:

The communities, whānau, hapū and Iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.	Kia whiwhi nga hāpori, whānau, hapū me nga Iwi o Te Hiku o Te Ika i te oranga tonutanga, kia ranea.
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13. The Parties will contribute to the achievement of the shared vision.
14. This vision recognises the important connection between Te Hiku whānau, hapū and Iwi with their taonga and the importance of this relationship to the wellbeing of their people.

**Outcome**

15. The Parties are committed to making a contribution to the following outcome:
- Culturally strong Te Hiku o Te Ika: the members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.
16. The Parties recognise that Te Hiku o Te Ika Iwi has responsibilities in relation to taonga that is both tangible and intangible, such as te reo Māori and Matauranga Māori.
17. The Parties recognise that the Department has responsibilities in relation to the preservation and protection of taonga that is tangible only.
18. The Department will also contribute to other relevant outcomes as mutually agreed.

**Effect**

19. The Parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable by law. However, the Parties are committed to working together in good faith in accordance with this Letter in order to make a contribution to the achievement of the vision and outcome set out above.

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20. Resourcing of activities under this Letter will be within existing resource limits and align with the Department's priorities and the Government priorities of the day.
21. The Iwi parties acknowledge that all agreements and commitments contained in this Letter are subject to the legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

**Development of Work Plans**

22. Within 12 months of the signing of this Letter each of the Crown parties will confirm a single work plan with the Iwi parties on matters of collective importance that are consistent with the purpose of this Letter and on a case by case basis other matters as mutually agreed that may be specific to a single, or a cluster of, Iwi. The work plans may:
  - 22.1 provide the detail of the commitments agreed by the Iwi parties and each respective Crown party;
  - 22.2 set out a timetable and milestones for delivering on any agreed commitments;
  - 22.3 confirm the responsibilities for the various Parties in meeting the agreed commitments;
  - 22.4 identify a process for resolving any issues or disputes;
  - 22.5 identify key contact persons for the Parties;
  - 22.6 provide for mutually agreed outcomes; and
  - 22.7 provide for the work plans to be reviewed at the annual meeting.
23. Final topics for the work plans will be mutually agreed by the Iwi parties and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the Parties.

**Work plan topics**

***Work Plan Topics Shared by all Parties***

24. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
25. Collaborative Care and Management of Te Hiku o Te Ika Iwi taonga held by Crown parties:
  - 25.1 to facilitate access for members Te Hiku o Te Ika Iwi to Te Hiku o Te Ika Iwi taonga;
  - 25.2 to provide advice and guidance on taonga and cultural heritage issues of importance to the Iwi parties;
  - 25.3 to work collaboratively with the Iwi parties, as far as reasonably practicable, to develop and maintain inventories for Te Hiku o Te Ika Iwi taonga;
  - 25.4 to work collaboratively with the Iwi parties to research Te Hiku o Te Ika Iwi taonga;

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- 25.5 to work with the Iwi parties to develop metadata for Te Hiku o Te Ika Iwi taonga;
- 25.6 to work collaboratively with the Iwi parties on taonga care, management, and storage; and
- 25.7 to develop mutually beneficial research projects that enhance the understanding of Te Hiku o Te Ika Iwi taonga and Te Hiku o Te Ika Iwi culture.
26. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi cultural heritage
- 26.1 to share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
- 26.2 to share information relating to:
- (a) database use and research methodologies specific to, or that can be applied towards, Te Hiku o Te Ika Iwi taonga;
  - (b) ways in which the Iwi parties can encourage the use of their taonga in community and education; and
  - (c) the history and cultural significance of Te Hiku o Te Ika Iwi taonga where the Iwi parties consider it appropriate to share this information.
- 26.3 to work together on exhibition planning processes and related activities specific to Te Hiku o Te Ika Iwi taonga; and
- 26.4 to seek advice from the Iwi parties, regarding specific policy and tikanga guidance as it relates to Te Hiku o Te Ika Iwi taonga on issues they consider appropriate to share.
27. Opportunities for increased learning and capacity building relating to Te Hiku o Te Ika Iwi taonga through:
- 27.1 conservation and training in taonga preservation;
- 27.2 collection management systems;
- 27.3 digitisation initiatives; and
- 27.4 training and development, with possible internships.

***Work Plan Topics Specific to Crown parties***

28. Potential topics for Crown parties' respective 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**

29. Collaborative Care and Management of Taonga:
- 29.1 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections;

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- 29.2 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material;
- 29.3 to work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga;
- 29.4 to work with the Iwi parties to develop exhibition opportunities relating to Te Hiku o Te Ika Iwi taonga; and
- 29.5 to provide the Iwi parties with the opportunity to share their mātauranga regarding key activities and events at National Library relating to Te Hiku o Te Ika Iwi taonga.
30. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi taonga:
- 30.1 to share knowledge and expertise on known Te Hiku o Te Ika Iwi taonga held in New Zealand and overseas; and
- 30.2 to broker relationships with New Zealand and international libraries and heritage organisations.
31. Education initiatives:
- 31.1 to share National Library knowledge and expertise related to literacy and learning.

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

32. Collaborative Care and Management of Taonga:
- 32.1 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections;
- 32.2 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material;
- 32.3 to work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga;
- 32.4 to develop a process whereby Te Hiku o Te Ika Iwi taonga is identified and the Iwi parties have the opportunity to acquire such taonga in accordance with process set out in section 25 of the Public Records Act 2005; and
- 32.5 to develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed.
33. Monitoring delivery of service:
- 33.1 to develop processes to monitor the effectiveness of the relationship with and services to the Iwi parties in achieving outcomes mutually agreed in the work plans.


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34. Analysis and reporting:

34.1 to prepare and prioritise a list of key questions to ask regularly in written reports to the Iwi parties which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

35. Advice for public offices and local authorities on access to Te Hiku o Te Ika Iwi taonga:

35.1 to consult with the Iwi parties, and advise public offices and local authorities on best practice in making access decisions for access to Te Hiku o Te Ika Iwi taonga held as public archives and local authority archives.

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

36. Te Papa Tongarewa will work with the Iwi parties in relation to the work plan topics set out in this section consistently with the principle of Mana Taonga which:

36.1 recognises the relationships between iwi, hapū and whānau with their taonga; and

36.2 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

36.3 shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

37. Collaborative Care and Management of Taonga:

37.1 to maintain an inventory of Te Hiku o Te Ika Iwi taonga held at Te Papa Tongarewa;

37.2 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections;

37.3 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material;

37.4 to work with the Iwi parties to develop protocols concerning the use of and access of others to material relating to Te Hiku o Te Ika Iwi taonga. for example advising Te Hiku o Te Ika of any access restrictions to taonga required by donors and discussing when access to and/or use of taonga could be restricted;

37.5 to develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed;

37.6 to work with the Iwi parties to develop exhibition opportunities; and

37.7 to provide opportunities to promote Te Hiku o Te Ika Iwi artists at Te Papa Tongarewa.

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38. Education and training initiatives:
- 38.1 to work with the Iwi parties regarding education initiatives including on how their stories may be included in existing resources and the development of new resources; and
  - 38.2 to work with the Iwi parties to develop training opportunities for members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika.
39. To provide the Iwi parties the opportunity to share their mātauranga regarding key activities and events at Te Papa Tongarewa:
- 39.1 to recognise the post settlement governance entities of the Te Hiku o Te Ika Iwi as iwi authorities for those iwi in relation to taonga issues; and
  - 39.2 to recognise the priority that Te Hiku o Te Ika place on the acquisition of their taonga that is deaccessioned by Te Papa Tongarewa, and consult with them and provide them with the opportunity to acquire such taonga.
40. Sharing knowledge and expertise associated with Te Hiku o Te Ika cultural heritage kaupapa:
- 40.1 to share knowledge and expertise associated with Te Hiku o Te Ika Iwi 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) Te Hiku o Te Ika iwi taonga held in New Zealand and overseas;
  - 40.2 to actively facilitate Te Hiku o Te Ika relationships with New Zealand and international museums, galleries and heritage organisations; and
  - 40.3 to actively facilitate opportunities for access and reconnection of Te Hiku o Te Ika iwi taonga.
41. Te Papa Tongarewa and the Iwi parties will also work together on:
- 41.1 New Zealand Museum Standards Scheme;
  - 41.2 Advice on cultural centre development;
  - 41.3 Commercial Initiatives - (e.g. publications);
  - 41.4 Iwi Exhibition partnership; and
  - 41.5 Contributing to a central portal - web links.

**Ongoing Relationships**

- 42. The Parties agree to meet annually (hui of the Parties), at a date to be mutually agreed.
- 43. The inaugural hui of the Parties will be held within 3 months of the signing of the document.
- 44. The Parties will jointly take responsibility for confirming the annual hui and hui agenda.



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45. Each party will meet its own cost of attending the annual hui.

**Communication**

46. The Parties commit to:

46.1 maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;

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

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

46.4 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and

46.5 include a copy of the Letter on the Crown parties' websites.

**Changes to Policy and Legislation Affecting this Letter**

47. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Iwi parties on policy development or review which potentially affects Te Hiku o Te Ika Iwi taonga and provide for opportunities for the Iwi parties to contribute to such developments.

48. 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 Letter, the Crown party shall:

48.1 notify the Iwi parties of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

48.2 provide the Iwi parties 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;

48.3 approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the Iwi parties in relation to any of the matters that are subject to the consultation;

48.4 use best endeavours to meet when requested by either party to discuss options to resolve concerns; and

48.5 advise the Iwi parties of the final outcome of any such consultation.

**Dispute Resolution**

49. In the event that the Parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between the Trust and 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.



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**Review Provision**

50. This Letter 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 Letter. This review will take place at the annual hui of the Parties, to ensure that the commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.
51. The Parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Chairperson  
Te Rūnanga o Ngāi Takoto

Date:

Chairperson  
Ngāti Kurī [name of post settlement  
governance entity]:

Mike Houlihan  
Chief Executive  
Museum of New Zealand  
Te Papa Tongarewa

Date:

Date:

Chairperson  
Te Rūnanga Nui o Te Aupōuri Trust:

Michelle Hippolite  
Kaihautū  
Museum of New Zealand  
Te Papa Tongarewa

Date:

Date:

Chairperson  
Te Rūnanga o Te Rarawa

Chief Executive  
Department of Internal Affairs

Date:

Date:

**Annex A**

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

***Te Rūnanga Nui o Te Aupōuri Trust***

Te Rūnanga Nui o Te Aupōuri Trust ("Te Rūnanga Nui") is the post-settlement governance entity for Te Aupōuri. Te Rūnanga Nui is responsible for administering both the historical and fisheries settlements on behalf of the present and future members of Te Aupōuri and, through its subsidiaries, the commercial and social development of Te Aupōuri. Prior to the establishment of Te Rūnanga Nui, Te Aupōuri had been represented by a number of different iwi entities including the Aupouri Maori Trust Board, Te Aupouri Fisheries Trust and Te Rūnanga o Te Aupōuri Incorporated. The last of the other entities will be wound up when the Te Aupōuri Settlement Act is passed and Te Rūnanga Nui will then be the single iwi authority for Te Aupōuri.

The Deed of Settlement between Te Aupōuri and the Crown was signed on **28 January 2012** and it is expected that the Settlement Legislation will be enacted some time in 2012. The Trust Deed and the Deed of Settlement are available from Te Rūnanga Nui offices or online at [www.teaupouri.iwi.nz](http://www.teaupouri.iwi.nz)

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

1. 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.
2. 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.
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. 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.



3: LETTER OF COMMITMENT

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

5. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
6. 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.
7. 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.

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

8. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
9. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
10. 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 Te Hiku o Te Ika. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
11. 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

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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3: LETTER OF COMMITMENT

working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.

- 12 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.
13. 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.
14. 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.

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

15. Te Papa Tongarewa is an autonomous Crown Entity under the Crown Entities Act 2004 and was established by the Museum of New Zealand Te Papa Tongarewa Act 1992. This Act provides that the role of Te Papa's Board is:
  - (a) to control and maintain the Museum;
  - (b) to collect works of art and items relating to history and the natural environment;
  - (c) to act as an accessible national depository for collections of art and items relating to history and the natural environment;
  - (d) to develop, conserve, and house securely the collections of art and items relating to history and the natural environment in the Board's care;
  - (e) to exhibit, or make available for exhibition by other public art galleries, museums, and allied organisations, such material from its collections as the Board from time to time determines;
  - (f) to conduct research into any matter relating to its collections or associated areas of interest and to assist others in such research;
  - (g) to provide an education service in connection with its collections;
  - (h) to disseminate information relating to its collections, and to any other matters relating to the Museum and its functions;
  - (i) to 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;
  - (j) to co-operate with other institutions and organisations having objectives similar to those of the Board;
  - (k) to endeavour to make the best use of the Board's collections in the national interest; and
  - (l) to design, construct, and commission any building or structure required by the Museum.



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16. Te Papa Tongarewa is a forum for the nation to present, explore, and preserve the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present, and meet the challenges of the future.



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**4. STATEMENTS OF ASSOCIATION FOR STATUTORY  
ACKNOWLEDGEMENTS**

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4: STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS

The statements of association of Te Aupōuri are set out below. These are statements of the particular cultural, spiritual, historical and traditional association of Te Aupōuri with identified areas.

**Rangitāhua (Raoul Island, Kermadec Islands)**

The importance of Rangitāhua to Te Aupōuri stems from the traditional relationship Te Aupōuri has with the islands. It is also based on cultural practices and spiritual associations, and from historical events of significance. Maintaining this association helps uphold Te Aupōuri Iwi identity, connects past and present generations, links the people and the whenua and acknowledges inter-tribal relationships.

Rangitāhua is especially significant to Te Aupōuri and other Māori in that it served as one of the only stop-over points that allowed migratory waka to make the long and dangerous journey between the Cook Islands and Aotearoa.

The Kurahaupō is one of the principal waka from which the iwi of Te Aupōuri descend. Rangitāhua is especially significant to Te Aupōuri and other iwi of Te Hiku o te Ika who descend from those members of the crew of the Kurahaupō who occupied Rangitāhua for a period of time. On its arrival at Rangitāhua the Kurahaupō was badly damaged. Most of the crew, including the original captain, continued on to Aotearoa aboard the larger Aotea and Mataatua canoes. The remaining crew stayed at Rangitāhua and repaired the Kurahaupō which eventually continued the journey to Aotearoa captained by Pōhurihanga. After much hardship those who had remained at Rangitāhua made landfall in Aotearoa at Wākura near North Cape.

On arrival in Aotearoa, Pōhurihanga married a woman named Maieke. Their descendants include well known ancestors like Tōhē and Te Kura who are in turn tūpuna of Te Ikanui and his wives, Tihe and Kohine, from whom the iwi of Te Aupōuri descend. Thus Rangitāhua played an important role in the origins of Te Aupōuri.

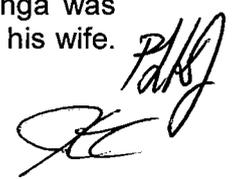
In a spiritual sense for Te Aupōuri, Rangitāhua represents a link to Hawaiki, to a bygone era of long-distance ocean voyaging and discovery, and their earliest Polynesian origins.

**Manawatāwhi, Ohau, Moekawa and Oromaki (Three Kings Islands)**

The importance of Manawatāwhi, Ohau, Moekawa and Oromaki to Te Aupōuri stems from the traditional relationship the iwi has with these islands, their cultural practices and spiritual associations and from historical events of significance. Maintaining this association helps uphold Te Aupōuri Iwi identity, connects past and present generations, links the people and the whenua and acknowledges inter-tribal relationships.

Manawatāwhi was occupied and cultivated by Māori when Abel Tasman anchored there in 1643. According to Te Aupōuri oral tradition Rauru was the original inhabitant of Manwatāwhi. Rauru swam some 30 miles from the mainland to reach the islands. He struggled ashore, gasping for breath and so the main island was named Manawatāwhi or 'Panting breath.'

In the eighteenth century, Te Aupōuri were a part of the war party that attacked and killed the previous inhabitants of the islands. One woman named Te Poinga was spared. She was taken by Taiakiaki, one of the leaders of the war party, as his wife.



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Taiakiaki and Te Poinga had at least three children - a son named Tongahake and two daughters named Rangīāhua and Maea. Taiakiaki did not live on the islands. However his son Tongahake and his descendants occupied the islands from time to time through the 19th century. Tongahake's daughter, Roihi Tūrangakāhu, married a Māori whaler named Pataea (Obadiah) Pinekore but better known as Tom Bowline or Tame Porena. They lived and cultivated on Manawatāwhi and for a time and collected birds from the smaller islands. In 1848 they returned to Takapaukura on the mainland which is today known as Tom Bowling's Bay.

When ownership of the islands was determined by the Native Land Court in 1880 they were awarded to four daughters of Tom Bowline and Tūrangakāhu whose descendants include many Te Aupōuri families.

The Three Kings Islands are surrounded by rich fishing grounds and were also a source of seabirds, eggs and other food including goats which were introduced by whalers who visited the islands in the early nineteenth century.

The Three Kings Islands are of spiritual significance to Te Aupōuri and other Māori in that they are the last point of land on Te Ara Wairua, the spirit path laid down by Kupe. According to tradition, after diving into the sea at Te Rerenga Wairua the wairua emerge at the western most island of Ohau where they take their last look back to Aotearoa before proceeding to their ancestral home in Hawaiki.

**Motupuruhi and Te Rākautūhaka (Simmonds Islands)**

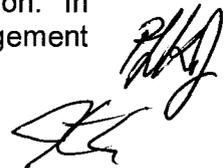
The importance of Motupuruhi and Te Rākautūhaka to Te Aupōuri stems from the traditional relationship of Te Aupōuri to these islands, their cultural practices and spiritual associations and from historical events of significance. Maintaining this association helps uphold Te Aupōuri Iwi identity, connects past and present generations, links the people and the whenua and acknowledges inter-tribal relationships.

Motupuruhi literally means flea (*puruhi*) island (*motu*), possibly in reference to its size. Te Rākautūhaka means trees (*rākau*) standing (*tū*) low to the ground (*hakahaka*). There is also a blowhole called Te Ana puhipuhi which literally means the water spouting cave.

The islands are said to have originally belonged to the ancestor Tūwhakaterē, an important tūpuna for a number of iwi, including Te Aupōuri. Tūwhakaterē married Tūpoia and had a son named Wahanui. Wahanui married Te Tuhira and had a daughter named Kuraheke. Kuraheke married Kurī and had a daughter named Te Awa. Te Awa married Mōre Te Korohunga and a son named Te Ikanui. Te Ikanui married Tihe and Kohine. These are the forebears of Te Aupōuri.

Generations of Te Aupōuri used the islands as fishing grounds, especially for tarakihi, and supply of other foods including prized delicacies such as muttonbirds (*ōi*) and seabird eggs. The islands were also used by Te Aupōuri in the late seventeenth century as a base and lookout for whales on their migratory path along the east coast of the peninsula.

Te Aupōuri applied to the Māori Land Court to formalise their customary ownership of Motupuruhi and Te Rākautūhaka based on their ancestral rights and occupation. In 1967 the Maori Land Court made an order vesting the islands in the management



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and control of the Aupōuri Maori Trust Board for the benefit of the Aupōuri tribe and for the enjoyment of the peoples of New Zealand generally.

In 1971 the Aupōuri Maori Trust Board gifted the land to the Crown for a flora and fauna reserve on the condition that the Crown would obtain the consent of the Board before changing the purpose of the reserve and would return the land without delay to the Board should it be no longer required as a reserve.

**North Cape Scientific Reserve**

The importance of North Cape Scientific Reserve to Te Aupōuri stems from our traditional relationship, our cultural practices, our spiritual associations and historical events of significance. Maintaining this association is important in upholding Te Aupōuri Iwi identity, connecting past and present generations, linking the people and the whenua and acknowledging inter-tribal relationships.

The Reserve is located at the northern most point of the North Island. This was the site of some of the earliest Polynesian and European arrivals to Aotearoa. Mahurangi and Tokatoka pā, just to the south of the reserve, are said to be some of the first pā inhabited by the people who arrived aboard the Kurahaupō waka, and from whom Te Aupōuri and other contemporary iwi descend.

The North Cape Scientific Reserve was previously known as Murimotu No. 1 Block. The owners of original Murimotu Block were from Ngāti Waiora who were the principal people of this area and are today dispersed amongst Te Aupōuri and other Muriwhenua iwi. Nuku was the name of the principal Ngāti Waiora chief in the early nineteenth century who established Ngāti Waiora's dominance in this area. The area was previously occupied by a people known as Takakowhatu. After a series of altercations Nuku sought the assistance of his cousin, Te Aupōuri chief Te Kākā, to expel the Takakowhatu people.

A number of places within the Reserve are named after events relating to Nuku and his wife, Moehau. Moehau is said to have been abducted. The people believed that she became a taniwha in the form of a shark and guarded the eastern coast. In grief for his wife, Nuku jumped to his death from the cliffs known today as 'Te Rere-a-Nuku' (The Leaping Place of Nuku). Nuku was a tohunga, and keeper of many sacred karakia and taonga. A man who entered the house of Nuku and Moehau and disturbed their belongings is said to have had his eyeballs eaten by Moehau the taniwha, hence the name of the stream 'Kanakana' (eyeballs).

Other place names along the eastern side of the reserve relate to the well known story of the ancestor Tūmatahina who successfully led his people to safety after they were besieged upon Murimotu Island. He instructed his people to walk in each other's footsteps so that their enemies would think that only one person had escaped. His words, inspired by the cooperation and leadership qualities of the godwit, are quoted to this day by orators throughout Aotearoa.

The earliest recorded European contact with Te Aupōuri originates from this area. In 1793 Governor King of Norfolk Island, visited North Cape aboard 'The Britannia.' Here he entrusted Tukitahua and Ngāhuruuru, two young Māori men who had been kidnapped from near the Cavalli Islands and taken to Norfolk Island, into the care of Te Kākā of Te Aupōuri. King introduced pigs, wheat and other European crops to the area and Te Aupōuri continued to trade produce from here including vegetables, flax, pigs, and fish to ships mainly en route between Sydney and the Bay of Islands. Rev.

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Samuel Marsden visited aboard 'The Active' on more than one occasion and recorded trading with Te Arapiro and Te Ihupango, Te Kākā's son and nephew, at North Cape in 1814.

The hills within the North Cape Scientific Reserve are used as markers to assist in locating deep-sea whāpuku (groper) fisheries. In the past some of the hilltops also served as lookout posts for locating whales which migrated along the east coast of the peninsula.

The North Cape Scientific Reserve is an area steeped in layers of history. From this area Te Aupōuri trace links to both their early Polynesian ancestors and the start of a radical change of life that developed from their first contact at North Cape with European people, customs, language and technology.

**Kohurōnaki Pā**

The importance of Kohurōnaki to Te Aupōuri stems from our traditional relationship, our cultural practices, our spiritual associations and historical events of significance. Maintaining this association is important in upholding Te Aupōuri Iwi identity, connecting past and present generations, linking the people and the whenua and acknowledging inter-tribal relationships.

Kohurōnaki is a pā site and is a prominent feature on the northern Pārengarenga skyline. Its central inland location provided its occupants with access to Te Oneroa-a-Tōhē (via Te Paki Stream), Pārengarenga Harbour (via Waitiki Stream), Whanga-a-Kea and Kapowairua, while at the same time protecting them from sudden coastal attacks.

One event of historical significance that took place at Kohurōnaki occurred in the 1820s. Te Aupōuri and Ngāti Waiora were living at Kohurōnaki and were attacked by a *taua* (war party) led by Pōroa of Te Rarawa. Te Ngō of Ngāti Waiora was on watch duty and alerted the people with the following *whakaaraara* (watch cry): "*Tēnei te pā; Tēnei te tīwatawata; Tēnei te aka te hauwhia nei; Ko roto ko au e... ia!*" (Here is the fort; Here the palisades; Here the lashings to hold me safe within!).

Although they found themselves in battle against one another, Te Aupōuri and Ngāti Waiora had previously fought under Pōroa's command in major war expeditions and carried a deep respect for his leadership and sense of honour. When Te Rarawa ran out of ammunition, Te Ngō saw that Te Rarawa could not fight back and would be defeated in a less than honourable way. So Te Ngō threw down his gun to Pōroa's son, Motu. Motu grabbed the gun and shot Te Ngō's son, Tainui, dead. Te Ngō in his grief publically farewelled his son, "*Haere atu hei takapau matenga mō ō mātua*" (Farewell, you are the burial mat for your fathers who will soon join you). The fighting stopped and Te Rarawa returned home.

Pōroa remembered the selfless action of Te Ngō towards Te Rarawa at Kohurōnaki and the loss of his son. So, when Te Ngō, Awarua, Te Māhia and their people later came into major conflict with other northern iwi and were about to seek temporary refuge in Whangaroa, Pōroa sent a messenger to Pārengarenga to invite Te Ngō and his people to stay with him at Whārō (Ahipara).

On reaching Rangaunu, some of the hapū were afraid that if they went to Whārō they would be killed by Pōroa. Te Ngō reassured his people that Pōroa would not betray their trust, saying "Let us go to Whārō where the descendants of Hinepāwhero (a

4: STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS

common ancestress) will meet in safety." Some of the people decided to remain at Rangaunu and some decided to carry on to Whangaroa. But Ngāti Waiora, Te Riumākutu and Te Whānau Pani under the leadership of Te Ngō, Awarua and Te Māhia proceeded to Whārō where they were indeed welcomed and protected until it was safe for them to return north to their homes.

Te Ngō and Pōroa's respect for one another continued and Te Ngō looked after Pōroa as he was dying. On his death bed, Pōroa gifted Te Ngō land in Ahipara and asked him to remain there when Te Aupōuri returned home to Muriwhenua. This series of significant events in the history of Te Aupōuri can be traced back to the actions of Te Ngō at Kohurōnaki.

**Rarawa and Wharekāpu area**

The importance of the Rarawa and Wharekāpu area to Te Aupōuri stems from our traditional relationship, our cultural practices, our spiritual associations and historical events of significance. Maintaining this association is important in upholding Te Aupōuri Iwi identity, connecting past and present generations, linking the people and the whenua and acknowledging inter-tribal relationships.

Rarawa and Wharekāpu are the names of the two hills located at either end of Rarawa Beach. Rarawa is at the southern end, above Ngatāki Stream. Wharekāpu is at the northern end between Rarawa Beach and Tokerau (Great Exhibition Bay). A well known expression that refers to these hills is, "*Tū kē Rarawa, tū kē Wharekāpu*" (Rarawa stands alone and Wharekāpu stands alone). This refers to the fact that the two hills will always be apart. This expression is sometimes used to describe two people who will always be opposed to one another.

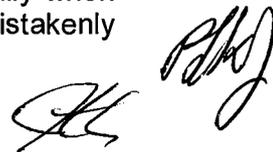
Rarawa and Wharekāpu were significant kāinga and continue to be used seasonally to this day. With limited access to rocks and associated shellfish species such as kina, crayfish and paua on the central peninsula Te Aupōuri value these places for gathering seafood. Depending on the weather, the tide, the wind, the moon and the season, Te Aupōuri move between the west coast, the east coast and the harbours in search of food and other resources.

Wharekāpu is the coastal extreme of what was a larger traditional settlement which stretched inland along the banks of the Taoha Stream to the cultivations of Waimārama and the inland pā of Te Tomo-a-Tāwhana.

Approximately 15 generations ago, battles took place at Rarawa and Wharekāpu. Ihutara, an ancestor from Whangapē, was killed at Wharekāpu during these fights. Ihutara had two sons - Taiawarua and Taihaupapa. Taiawarua had Pārera, who had Taimānia, who had Mangakauati, who had Te Amongaariki. Te Amongaariki had two daughters named Tihe and Kohine, who both married Te Ikanui. Te Aupōuri of Te Kao are the descendants of the children of Te Ikanui from his marriages to Tihe and Kohine, the daughters of Te Amongaariki.

The famous Te Aupōuri warrior Te Houtaewa is said to have trained his warriors on the slopes of Wharekāpu.

Following the last major battle on Te Oneroa-a-Tōhē at Hukatere in the 1820s, Te Aupōuri withdrew across the peninsula to Wharekāpu, Rarawa and Otaipango on the east coast. The women and children left Hukatere ahead of the men. Initially when the men reached the coast they could not find the women and children. Mistakenly



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thinking that his wife had been killed, the Te Aupōuri chief Te Ihupango is said to have returned heartbroken to his pā at Te Tomo-a-Tāwhana where he died of grief.

In times of unrest, Te Aupōuri would go to their kāinga at Wharekāpu and other areas along the east coast to avoid conflict with southern neighbours. These were "*kāinga whakatuputupu*", sheltering places where Te Aupōuri would go to regain their strength and rebuild their numbers.

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**5. STATEMENT OF ASSOCIATION WITH KUAKA (GODWIT)**

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This statement by Te Aupōuri sets out their particular cultural, spiritual, historical, and traditional association with Kuaka.

### Statement of Association between Te Aupōuri and Kuaka

The relationship between Te Aupōuri and the kuaka is older than our relationship with Aotearoa itself - the whakataukī, "he kāhui waka ki te moana, he kāhui atua ki te rangi" (a fleet of waka on the ocean, a spiritual fleet in the sky) acknowledges the sound of the spring flocks of kuaka migrating to New Zealand that helped lead the waka to Aotearoa.

One of the first references to kuaka being caught as a foodsource comes from the story of the ancestor Tōhē, who travelled south along Te Oneroa-a-Tōhē naming places as he went. On reaching an area south of Te Ārai, Tōhē encountered people setting snares to catch kuaka on the beach and he and his companion were asked to go around, hence the name Ngā-tama-rā-waho.

Another noted story including kuaka is that of Te Houtaewa, who ran along Te Oneroa-a-Tōhē from Maunganui to Ahipara to steal kumara for his mother's hāngi. To kīnaki (compliment) the kumara, Te Houtaewa caught kuaka sitting on the waves by watching the pattern of the waves and taking note of the behaviour of the kuaka. After a certain wave, the kuaka would look out to sea and he would grab them.

More recent tūpuna are known to have sat alongside the harbour for hours watching the flight patterns of the kuaka as they prepared for their migration. Taking note of the places where they flew low over the ridges of the hills they would sit waiting with a net or even just a club to catch the kuaka as they flew overhead.

Kuaka are central to Te Aupōuri identity and revered as a symbol of unity, leadership and cooperation. Hence the harihari of Tumatahina, "*He kuaka mārangaranga, kotahi te manu i tau atu ki te tāhuna, tau atu, tau atu, tau atu*" (Kuaka rise together, one bird lands on the sand bank, then another and another).

Kuaka gather on the shores of the Parengarenga Harbour in Autumn to feed and prepare for their annual migration (**Wharau**) to the northern hemisphere. The annual departure of the kuaka (**Poringi**) is a phenomenon that Te Aupōuri people hope to witness at least once in a lifetime. The leader bird (**tute**) spirals upward high into the sky testing the wind before calling out to the flock to leave. It is an emotional experience and their departure is symbolic of our own departed. "*Āmio noa ana te kāhui kuaka i mutu ai te ao.*" - circling overhead is the flock of kuaka preparing for their departure (likened to the passing of the spirits of the dead).

Kōrero Tuku Iho (knowledge passed down through generations of Te Aupōuri) about the kuaka and customary practices in relation to their harvest still remain including:

- The names of different kinds of kuaka:
  - pārerarera (young kuaka)
  - kura (red-breasted adult kuaka) - these were the main eating birds
  - karoro (white-breasted adult kuaka) - also the name for a black backed gull
  - kakao (old kuaka) - these are tough and were not usually eaten
  - tute (leader bird) -- larger with a longer beak



- names and locations of **puta kuaka** (godwit hunting grounds) around the southern Pārengarenga Harbour and who they traditionally belonged to:

**Northern**

Te Whakamatau -Te Kākā

Te Ua-pūnehunehu - Te Kākā

Kōhaehae - Te Kākā

Te Kōkota - Te Kākā

Te Kauanga - Te Kākā

**Southern**

Uri-o-tou -Te Tūpuni

Wai-ngārara -Te Tūpuni

Kākātahi - Te Tūpuni

Ngāpahi -Te Tūpuni

Kai-pōhue - Te Tūpuni

Orongorae -Te Tūpuni

Wairahi

Wai-kōhua



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**6. ENCUMBRANCES**

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**6.1 TE ĀRAI CONSERVATION AREA RIGHT OF WAY EASEMENT**

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6.1: Te Ārai Conservation Area Right of Way easement instrument

**Form 3**

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

*Sumame must be underlined*

[insert names of the trustees of Te Rūnanga Nui o Te Aupōuri Trust]

Grantee

*Sumame must be underlined*

[insert name of the owners of the Peninsula Block]

Grant\* of easement

The Grantor, being the registered proprietor of the servient tenement set out in Schedule A, grants to the Grantee the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedules.

Dated this

day of

20

Attestation

See Annexure Schedule 2

Signed in my presence by the Grantor

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

*Witness name*

*Occupation*

*Address*

\_\_\_\_\_  
Signature [common seal]  
of Grantor

See Annexure Schedule 2

Signed in my presence by the Grantee

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

*Witness name*

*Occupation*

*Address*

\_\_\_\_\_  
Signature [common seal]  
of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

\_\_\_\_\_  
[Solicitor for] the Grantee

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: Te Ārai Conservation Area Right of Way easement instrument

**Annexure Schedule 1**

Easement instrument

Dated

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**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right of Way	Marked "A" on SO 65735	Part Section 1 SO 65735 (subject to survey)	Lot 1 DP 136869

**Easements rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied by the provisions set out in Annexure Schedule 2.

**All signing parties and either their witnesses or solicitors must sign or initial in this box**



6.1: Te Ārai Conservation Area Right of Way easement instrument

**Annexure Schedule 2**

Easement instrument

Dated

Page 3 of 9 pages

**BACKGROUND**

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Instrument.

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions**

In this Instrument, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

"**Grantee**" also includes the registered proprietors of the Grantee's Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

"**Grantor**" also includes the other registered proprietors from time to time of the Grantor's Land;

"**Grantee's Land**" means the land described as the "**Dominant Land**" in Schedule A;

"**Grantor's Land**" means the land described as the "**Servient Land**" in Schedule A;

"**Instrument**" means this instrument, the Background and the Annexure Schedules;

*[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

"**Crown Forestry Licence**" means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantee's Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]



6.1: Te Ārai Conservation Area Right of Way easement instrument

Easement instrument

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**1.2 Construction**

In the construction of this Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Instrument;
- 1.2.2 references to clauses and the Schedules are to the clauses and the Schedules of this Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

**2 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under this Instrument are granted pursuant to section [enter appropriate section and title of settlement legislation] and are subject to the following conditions and obligations:

- 2.1 The Grantee shall when passing or repassing over the Grantor's Land:
  - 2.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 2.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
  - 2.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
  - 2.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: Te Ārai Conservation Area Right of Way easement instrument

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- 2.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 2.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 2.2 Subject to clauses 2.7 and 2.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 2.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 2.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 2.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 2.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 2.6 Subject to clauses 2.7 and 2.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 2.7 When carrying out any repairs, maintenance or improvements to a road under clauses 2.2 and 2.6, the Grantee shall not:
- 2.7.1 widen the road; or
  - 2.1.2 alter the location of the road; or
  - 2.7.3 alter the way in which the run-off from the road is disposed of; or

TE AUPŌURI DEED OF SETTLEMENT  
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6.1: Te Ārai Conservation Area Right of Way easement instrument

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- 2.7.4 change the nature of the road surface; or
- 2.7.5 park or store equipment or material on the Grantor's Land,  
without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 2.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 2.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 2.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 2.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Instrument.

**3 GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

**4 COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Instrument.

**5 LICENCE**

*[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Instrument is



6.1: Te Ārai Conservation Area Right of Way easement instrument

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entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

**6 REGISTRATION**

The parties shall take and do all such acts and things necessary to ensure that this Instrument (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Instrument, or such an easement instrument, can be registered against the Grantor's Land.

**7 DELEGATION**

All rights, benefits, and obligations of a party to this Instrument arising under this Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Instrument.

**8 NOTICES**

8.1 Any notice to be given by one party under this Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

8.1.1 the Grantor's address as set out in Annexure Schedule 3;

8.1.2 the Grantee's address as set out in Annexure Schedule 3.

8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

**9 SEVERABILITY**

If any part of this Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Instrument which shall remain in full force.

**10 DISPUTE RESOLUTION**

Should any dispute arise between the parties touching any matter relating to this Instrument then:

10.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);



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6.1: Te Ārai Conservation Area Right of Way easement instrument

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- 10.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;
- 10.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;
- 10.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

SIGNED for and on behalf of )  
The Trustees of Te Rūnanga Nui o Te )  
Aupōuri )  
as Grantor by: )  
[ ] )  
in the presence of: )

Signature of witness

Witness name

Occupation

Address

SIGNED for and on behalf of [THE )  
TRUSTEES OF THE [TRUSTS]] )  
as Grantee by: )  
[ ] )  
in the presence of: )

Signature of witness

Witness name

Occupation

Address



TE AUPŌURI DEED OF SETTLEMENT  
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6.1: Te Ārai Conservation Area Right of Way easement instrument

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**Annexure Schedule 3**

1. GRANTOR'S ADDRESS:

[to insert]

2. GRANTEE'S ADDRESS:

[to insert]



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**6.2 MAUNGATIKETIKE PĀ CONSERVATION COVENANT**

---

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987  
and  
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this                      day of

BETWEEN                      TE RŪNGANGA NUI O TE AUPŌURI TRUST

AND

MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 28 January 2012 and implemented by the ..... Act .....
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

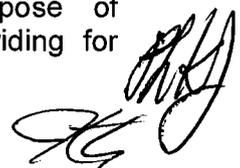
In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes"

means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for



TE AUPŌURI DEED OF SETTLEMENT  
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6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

	their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
<b>"Conservation Values"</b>	means the conservation values specified in Schedule 1.
<b>"Covenant"</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>"Director-General"</b>	means the Director-General of Conservation.
<b>"Fence"</b>	includes a gate.
<b>"Fire Authority"</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>"Land"</b>	means the land described in Schedule 1.
<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT**

- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the **Background**. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the **Background**.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed:
  - 2.1.1 for Conservation Purposes;
  - 2.1.2 so as to preserve the Reserves Values;
  - 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
  - 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 the erection of any **Fence**, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;



TE AUPŌURI DEED OF SETTLEMENT  
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**6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT**

- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.



TE AUPŌURI DEED OF SETTLEMENT  
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6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

**4 PUBLIC ACCESS**

- 4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.

**5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

- 5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

- 5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**6 JOINT OBLIGATIONS**

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

**7 DURATION OF COVENANT**

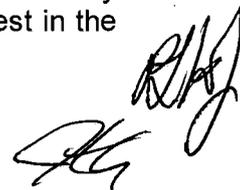
- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

**8 OBLIGATIONS ON SALE OF LAND**

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

**9 CONSENTS**

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

**10.2 Trespass Act:**

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**10.3 Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

**10.4 Registration**

10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

**10.5 Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

**10.6 Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT**

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

**11 DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

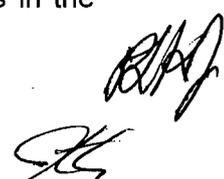
**12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

Commissioner in the presence of: \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_



6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

SCHEDULE 1

**Description of Land:**

2.0 hectares, approximately, being Part Allotment 13 Parish of Muriwhenua. Subject to survey.

**Context**

A rock outcrop surrounded by large areas of sandune that extend to the sea on the eastern coast of Te Paki recreation reserve near Taupiri Island.

**Conservation Values to be protected:**

Vegetation on the site comprises oioi segdeland, with varying amounts of shrubs, Harakeke, mingimingi, and hangehange, are occasional, and toetoe, hairy lotus, mingimingi, manuka, kanuka and *Leucopogon fraseri* and bluff vegetation

Bluffs on this site are steep. Vegetation comprises a tussockland of harakeke and toetoe with occasional hangehange, local *Pimelea prostrata* and *Muehlenbeckia complexa*.

Animals present within the site include welcome swallow, black back gull, fernbird, and gannets roosting on rocks just off the coast.

**Reserve Values to be protected:**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site.

The historic values represented by the historical and archaeological sites associated with the land.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

Te Rūnanga Nui o Te Aupōuri Trust  
PDC Te Kao, RD 4  
Kaitaia 0484

Phone (09) 409 8006

The address for service of the Minister is:

Northland Conservancy Office  
149 - 151 Bank Street,  
PO Box 842  
Whangarei 0140

Phone (09) 470 3300

Facsimile: (09) 470 3301

**SCHEDULE 3**

**Special Conditions**

Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary Maori purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.



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TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.2: MAUNGATIKETIKE PĀ CONSERVATION COVENANT

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 27 of the  
Conservation Act 1987  
and section 77 of the  
Reserves Act 1977

---

to

**MINISTER OF CONSERVATION**

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Legal Services  
Department of Conservation



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**6.3 PITOKUKU PĀ CONSERVATION COVENANT**

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TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.3: PITOKUKU PĀ CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987  
and  
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this                      day of

BETWEEN                      TE RŪNGANGA NUI O TE AUPŌURI TRUST

AND

MINISTER OF CONSERVATION (the Minister)

**BACKGROUND**

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 28 January 2012 and implemented by the ..... Act .....
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

**OPERATIVE PARTS**

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

**1 INTERPRETATION**

**1.1 In this Covenant unless the context otherwise requires:**

**"Conservation Purposes"**

means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.3: PITOKUKU PĀ CONSERVATION COVENANT

	their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
<b>"Conservation Values"</b>	means the conservation values specified in Schedule 1.
<b>"Covenant"</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>"Director-General"</b>	means the Director-General of Conservation.
<b>"Fence"</b>	includes a gate.
<b>"Fire Authority"</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>"Land"</b>	means the land described in Schedule 1.
<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.



**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**6.3: PITOKUKU PĀ CONSERVATION COVENANT**

- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed:
  - 2.1.1 for Conservation Purposes;
  - 2.1.2 so as to preserve the Reserves Values;
  - 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
  - 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.3: PITOKUKU PĀ CONSERVATION COVENANT

- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.



6.3: PITOKUKU PĀ CONSERVATION COVENANT

**4 PUBLIC ACCESS**

- 4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.

**5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

- 5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

- 5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**6 JOINT OBLIGATIONS**

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

**7 DURATION OF COVENANT**

- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

**8 OBLIGATIONS ON SALE OF LAND**

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

6.3: PITOKUKU PĀ CONSERVATION COVENANT

**9 CONSENTS**

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

**10.2 Trespass Act:**

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**10.3 Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

**10.4 Registration**

10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

**10.5 Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

**10.6 Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.3 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

6.3: PITOKUKU PĀ CONSERVATION COVENANT

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

**11 DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

**12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.3: PITOKUKU PĀ CONSERVATION COVENANT

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of: )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of: )

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.3: PITOKUKU PĀ CONSERVATION COVENANT

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_



6.3: PITOKUKU PĀ CONSERVATION COVENANT

SCHEDULE 1

**Description of Land:**

3.7 hectares, approximately, being Part Allotment 13, Parish of Muriwhenua. Subject to survey.

**Context**

The site comprises a narrow ridge surrounded by steep bluffs. The lower part is gently rolling and gets steeper closer to the Pitokuku Point. There is a small ablation hollow about 7 metres wide and 20 long on the northern edge of the site.

**Conservation Values to be protected:**

The site is contiguous with a large area of natural vegetation and contains at least one threatened species. The undescribed moth *Notoreas* sp. "Northern," categorised as "Nationally Endangered" has been recorded from North Cape and Scott Point; is likely to be at this site as it has habitat that contains *Pimelea prostrata*.

The top of the ridge comprises predominantly oioi sedgeland with varying amounts of locally abundant *Muehlenbeckia complexa*, and locally common harakeke, toetoe, and *Coprosma acerosa*. Emergent hupara and pohutukawa are local, mostly near the landward end of the headland. At the seaward end of the headland is a small area of grassland dominated by kikuyu and paspalum; hairy lotus, club rush are local and *Pimelea prostrata* is present.

The ablation hollow is mostly sandfield or fellfield with a patchy covering of glasswort, *Selliera radicans*, *Zoysia minima*, and spinifex.

On bluffs on the southern side and razor-back ridge at the seaward end of the point, native iceplant and hairy lotus are common components of a herdfield; *Pseudognaphalium luteoalbum* and glasswort are occasional, *Pimelea prostrata* is locally common, and emergent toetoe is scattered. The northern side is wave-washed and comprises bare rock.

Animals present include black back gull, Indian mynah, fantail, yellowhammer, pipit, red-billed gull and garden snail.

**Reserve Values to be protected:**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

The historic values represented by the historical and archaeological sites associated with the land.

6.3: PITOKUKU PĀ CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

Te Rūnanga Nui o Te Aupōuri Trust  
PDC Te Kao, RD 4  
Kaitaia 0484

Phone (09) 409 8006

The address for service of the Minister is:

Northland Conservancy Office  
149 - 151 Bank Street,  
PO Box 842  
Whangarei 0140

Phone (09) 470 3300

Facsimile: (09) 470 3301

6.3: PITOKUKU PĀ CONSERVATION COVENANT

**SCHEDULE 3**

**Special Conditions**

Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary Maori purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.3: PITOKUKU PĀ CONSERVATION COVENANT

GRANT of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

CONSERVATION COVENANT

Under section 27 of the  
Conservation Act 1987  
and section 77 of the  
Reserves Act 1977

---

to

MINISTER OF CONSERVATION

---

Legal Services  
Department of Conservation

---

**6.4 TAURANGATIRA PĀ CONSERVATION COVENANT**

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6.4: TAURANGATIRA PĀ CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987  
and  
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this            day of

BETWEEN            TE RŪNGANGA NUI O TE AUPŌURI TRUST

AND

MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 28 January 2012 and implemented by the ..... Act .....
- C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes"

means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for

TE AUPŌURI DEED OF SETTLEMENT  
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6.4: TAURANGATIRA PĀ CONSERVATION COVENANT

	their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
<b>"Conservation Values"</b>	means the conservation values specified in Schedule 1.
<b>"Covenant"</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>"Director-General"</b>	means the Director-General of Conservation.
<b>"Fence"</b>	includes a gate.
<b>"Fire Authority"</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>"Land"</b>	means the land described in Schedule 1.
<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**6.4: TAURANGATIRA PĀ CONSERVATION COVENANT**

- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

2.1 The Land must be managed:

- 2.1.1 for Conservation Purposes;
- 2.1.2 so as to preserve the Reserves Values;
- 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

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6.4: TAURANGATIRA PĀ CONSERVATION COVENANT

- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

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**6.4: TAURANGATIRA PĀ CONSERVATION COVENANT**

**4 PUBLIC ACCESS**

- 4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.

**5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

- 5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

- 5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**6 JOINT OBLIGATIONS**

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

**7 DURATION OF COVENANT**

- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

**8 OBLIGATIONS ON SALE OF LAND**

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

6.4: TAURANGATIRA PĀ CONSERVATION COVENANT

**9 CONSENTS**

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

**10.2 Trespass Act:**

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**10.3 Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

**10.4 Registration**

10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

**10.5 Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

**10.6 Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

i. requested to do so; or

ii. there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which

TE AUPŌURI DEED OF SETTLEMENT  
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**6.4: TAURANGATIRA PĀ CONSERVATION COVENANT**

includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

**11 DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

**12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the

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6.4: TAURANGATIRA PĀ CONSERVATION COVENANT

appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of: \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

TE AUPŌURI DEED OF SETTLEMENT  
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6.4: TAURANGATIRA PĀ CONSERVATION COVENANT

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of: )

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_



6.4: TAURANGATIRA PĀ CONSERVATION COVENANT

SCHEDULE 1

**Description of Land:**

10.7 hectares, approximately, being Part Allotment 13 Parish of Muriwhenua. Subject to survey.

**Context**

Immediately prior to the site, there is small wetland dominated by *Baumea articulata* reedland. This is surrounded by manuka and kanuka shrubland with occasional harakeke and toetoe to the south and east, and oioi sedgeland with occasional harakeke, toetoe and mingimingi to the north and west.

**Conservation Values to be protected:**

Vegetation on the site itself comprises oioi sedgeland, with varying amounts of shrubs, and bluff vegetation.

The flatter parts of the site are dominated by oioi sedgeland. Harakeke, mingimingi, and hangehange, are occasional, and toetoe, hairy lotus, mingimingi, manuka, kanuka and *Leucopogon fraseri* are locally common.

Bluffs on this site are very steep. Vegetation comprises a tussockland of harakeke and toetoe with occasional hangehange, local *Pimelea prostrata* and *Muehlenbeckia complexa*, interspersed with bare rock on the western and northern sides. The southern side is extremely steep (vertical to overhanging in places), and appears to be bare rock.

Animals present within the site include welcome swallow, black back gull, fernbird, and gannets roosting on rocks just off the coast.

The site is contiguous with a large area of natural vegetation and contains one regionally significant species and is likely to contain at least one threatened species. One plant of korokia has been noted in the site; this is a regionally significant plant in Northland (Northland Conservancy, in prep.). The undescribed moth *Notoreas* sp. "Northern" categorised as "Nationally Endangered" and has been recorded from North Cape and Scott Point; is likely to be at this site as it has habitat that contains *Pimelea prostrata*

**Reserve Values to be protected:**

Natural values represented by the flora and fauna associated with site as above.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

The historic values represented by the historical and archaeological sites on the land.



TE AUPŌURI DEED OF SETTLEMENT  
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6.4: TAURANGATIRA PĀ CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

Te Rūnanga Nui o Te Aupōuri Trust  
PDC Te Kao, RD 4  
Kaitaia 0484

Phone (09) 409 8006

The address for service of the Minister is:

Northland Conservancy Office  
149 - 151 Bank Street,  
PO Box 842  
Whangarei 0140

Phone (09) 470 3300

Facsimile: (09) 470 3301



6.4: TAURANGATIRAPĀ CONSERVATION COVENANT

**SCHEDULE 3**

**Special Conditions**

Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary Maori purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.



TE AUPŌURI DEED OF SETTLEMENT  
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6.4: TAURANGATIRAPĀ CONSERVATION COVENANT

GRANT of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

CONSERVATION COVENANT

Under section 27 of the  
Conservation Act 1987  
and section 77 of the  
Reserves Act 1977

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to

MINISTER OF CONSERVATION

---

Legal Services  
Department of Conservation



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**6.5 KAHOKAWA CONSERVATION COVENANT**

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6.5: KAHOKAWA CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987  
and  
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this            day of

BETWEEN            TE RŪNGANGA NUI O TE AUPŌURI TRUST

AND

MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 28 January 2012 and implemented by the ..... Act .....
- C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes"

means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of

TE AUPŌURI DEED OF SETTLEMENT  
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6.5: KAHOKAWA CONSERVATION COVENANT

	maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
<b>"Conservation Values"</b>	means the conservation values specified in Schedule 1.
<b>"Covenant"</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>"Director-General"</b>	means the Director-General of Conservation.
<b>"Fence"</b>	includes a gate.
<b>"Fire Authority"</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>"Land"</b>	means the land described in Schedule 1.
<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.

**TE AUPŌURI DEED OF SETTLEMENT  
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**6.5: KAHOKAWA CONSERVATION COVENANT**

- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed:
  - 2.1.1 for Conservation Purposes;
  - 2.1.2 so as to preserve the Reserves Values;
  - 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
  - 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;

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6.5: KAHOKAWA CONSERVATION COVENANT

- 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

TE AUPŌURI DEED OF SETTLEMENT  
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6.5: KAHOKAWA CONSERVATION COVENANT

**4 PUBLIC ACCESS**

- 4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.

**5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

- 5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

- 5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**6 JOINT OBLIGATIONS**

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

**7 DURATION OF COVENANT**

- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

**8 OBLIGATIONS ON SALE OF LAND**

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

6.5: KAHOKAWA CONSERVATION COVENANT

**9 CONSENTS**

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

**10.2 Trespass Act:**

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**10.3 Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

**10.4 Registration**

10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

**10.5 Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

6.5: KAHOKAWA CONSERVATION COVENANT

**10.6 Fire**

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 10.6.2.1 requested to do so; or
- 10.6.2.4 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;
- 10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

**11 DEFAULT**

- 11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
- 11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

- 12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.
- 12.2 **Mediation**



**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**6.5: KAHOKAWA CONSERVATION COVENANT**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

14.1 Special conditions relating to this Covenant are set out in Schedule 3.

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.5: KAHOKAWA CONSERVATION COVENANT

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of: )

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of: )

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_



6.5: KAHOKAWA CONSERVATION COVENANT

SCHEDULE 1

**Description of Land:**

5.5 hectares, approximately, being Part Allotment 13 Parish of Muriwhenua. Subject to survey.

**Context**

Kahokawa is part of a large contiguous significant natural area known in the Department of Conservations, Northland Conservancies, Protected Natural Area Programme (PNAP) draft report on Te Paki Ecological District as Scott Point Shrubland and Coastal Associations (M02/008). The PNAP site encompasses an area of around 620 ha supporting several threatened and regionally significant plants and animals.

**Conservation Values to be protected:**

The vegetation association recorded at Kahokawa is representative of the adjacent habitat. One regionally significant plant was found within the site (*Coprosma acerosa*). The carabid beetle *Brullea antarctica* (status = Sparse) is found in dunelands in this area and is likely to be at Kahokawa. It is also possible that the northern katipo (*Latrodectus atritus* (status = Serious Decline) may occur in this area as it is recorded at 90 Mile Beach.

Spinifex (*Spinifex sericeus*) dominates the foredunes with occasional lupin (*Lupin arboreus*), tauhinu (*Ozothamnus leptophyllus*), and some dominant patches of sand coprosma (*Coprosma acerosa*), a regionally significant plant in Northland whose population is declining through habitat modification.

Behind the foredunes, knobby clubrush (*Ficinia nodosa*), oioi (*Apodasmia similis*) and toetoe (*Cortaderia splendens*) are common with dominant areas of pohuehue (*Muehlenbeckia complexa*), sand coprosma and lupin. Tauhinu, shore bindweed (*Calystegia soldanella*), harakeke (*Phormium tenax*), mawhai (*Cassyltha paniculata*) and shining spleenwort (*Asplenium oblongifolium*) are also present.

This grades into an area supporting pohutukawa (*Metrosideros excelsa*), manuka (*Leptospermum scoparium*), oioi, occasional harakeke and hangehange (*Geniostoma rupestre*).

In a gully at the northern end of the site kanuka is common in the canopy (it is unconfirmed whether the kanuka at this site is the nationally threatened sand kanuka *Kunzea ericoides* var *linearis* (Serious Decline) or the ubiquitous *Kunzea ericoides*) with an understorey of hangehange (*Geniostoma rupestre*), mingimingi (*Leucopogon fasciculatus*), *Coprosma rhamnoides*, harakeke and toetoe. Toward the north-eastern end a mosaic of species occur including toetoe, oioi, ti kouka (*Cordyline australis*), sand coprosma, mingimingi, and in damp areas the ferns *Blechnum* sp., *Adiantum* sp. and the clubmoss, *Lycopodiella cernua* are present.

TE AUPŌURI DEED OF SETTLEMENT  
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6.5: KAHOKAWA CONSERVATION COVENANT

On the high point of the site toetoe is dominant with harakeke, knobby clubrush and introduced grasses and herbs. Pohuehue, NZ spinach (*Tetragonia implexicoma*), mingimingi, and *Pomaderris amoena* also occur here.

The nationally threatened sedge pingao (Gradual Decline) was noted on the eastern coastal boundary just outside the site and the indigenous tropical creeper pouwhiwhi or coastal morning glory (*Ipomoea cairica*) was in flower just outside the site on its south-western boundary.

**Reserve Values to be protected:**

Natural values represented by the flora and fauna on the site as above.

The scenic values represented by the coastal location and coastal landscape of the site and surrounding land.

The historic values represented by the historical and archaeological sites associated with the land.



6.5: KAHOKAWA CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

Te Rūnanga Nui o Te Aupōuri Trust  
PDC Te Kao, RD 4  
Kaitaia 0484

Phone (09) 409 8006

The address for service of the Minister is:

Northland Conservancy Office  
149 - 151 Bank Street,  
PO Box 842  
Whangarei 0140

Phone (09) 470 3300

Facsimile: (09) 470 3301

**SCHEDULE 3**

**Special Conditions**

1. The Owner is able to permit camping on the land, subject to:
  - 1.1. any reasonable rules to manage the impact of camping on the land and the Reserve and Conservation values of the land;
  - 1.2. the setting by the Owner of a reasonable fee for any services provided;
  - 1.3. the Owner may define the areas for carparking and camping;
  - 1.4. Notwithstanding clause 3.1.4 the owner may erect any structures and improvements for camping purpose that have low impact on the Reserve and Conservation values of the land;
  - 1.5. the Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing camping on the land.
2. vehicle access from 90 Mile Beach to be confined to existing access point at the northern end of the beach



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.5: KAHOKAWA CONSERVATION COVENANT

3. The Owner may temporarily restrict public access to part of the land for camping purposes or for the purposes of public safety.
4. Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land, in accordance with tikanga Maori for customary Maori purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.
5. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
6. The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.



6.5: KAHOKAWA CONSERVATION COVENANT

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 27 of the  
Conservation Act 1987  
and section 77 of the  
Reserves Act 1977

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to

**MINISTER OF CONSERVATION**

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Legal Services  
Department of Conservation

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**6.6 TE REREPARI CONSERVATION COVENANT**

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TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.6: TE REREPARI CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987  
and  
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this            day of

BETWEEN            TE RŪNGANGA NUI O TE AUPŌURI TRUST

AND

MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 28 January 2012 and implemented by the ..... Act .....
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.6: TE REREPARI CONSERVATION COVENANT

	maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
<b>"Conservation Values"</b>	means the conservation values specified in Schedule 1.
<b>"Covenant"</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>"Director-General"</b>	means the Director-General of Conservation.
<b>"Fence"</b>	includes a gate.
<b>"Fire Authority"</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>"Land"</b>	means the land described in Schedule 1.
<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**6.6: TE REREPARI CONSERVATION COVENANT**

- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the **Background**. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the **Background**.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed:
  - 2.1.1 for Conservation Purposes;
  - 2.1.2 so as to preserve the Reserves Values;
  - 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
  - 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 the erection of any **Fence**, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;



**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**6.6: TE REREPARI CONSERVATION COVENANT**

- 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

**TE AUPŌURI DEED OF SETTLEMENT  
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**6.6: TE REREPARI CONSERVATION COVENANT**

**4 PUBLIC ACCESS**

- 4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.

**5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

- 5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

- 5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**6 JOINT OBLIGATIONS**

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

**7 DURATION OF COVENANT**

- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

**8 OBLIGATIONS ON SALE OF LAND**

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

6.6: TE REREPARI CONSERVATION COVENANT

**9 CONSENTS**

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

**10.2 Trespass Act:**

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**10.3 Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

**10.4 Registration**

10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

**10.5 Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

**10.6 Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.5 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

6.6: TE REREPARI CONSERVATION COVENANT

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

**11 DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

**12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

TE AUPŌURI DEED OF SETTLEMENT  
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6.6: TE REREPARI CONSERVATION COVENANT

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.6: TE REREPARI CONSERVATION COVENANT

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of: )

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

*RWA*

*[Signature]*

6.6: TE REREPARI CONSERVATION COVENANT

**SCHEDULE 1**

**Description of Land:**

6.0 hectares, approximately, being Part Mokaikai Block. Subject to survey.

**Context**

Te Paki Ecological District (includes Mokaikai Scenic Reserve, Te Paki Recreation Reserve and North Cape Scientific Reserve) is a "hotspot" for biodiversity and contains a high diversity of flora and fauna species. Many of the species (flora and fauna) are critically endangered and vulnerable. There are high numbers of rare or threatened species as well as rare ecosystem types. At present, nationally threatened taxa include 98 plants, 23 birds, 63 landsnails, 6 beetles, one weta, one moth, one slug, one earthworm, one spider, two freshwater invertebrates, 7 lizards and two fish. There are also a further 82 regionally significant taxa, which are considered rare or threatened in Northland (including 69 plants, 10 birds, two reptiles and two fish).

Of particular significance are the 101 indigenous landsnail taxa known to inhabit the Te Paki Ecological District (ED), including 39 locally endemic taxa. There are 20 locally endemic plant taxa, of which 17 are highly localised to the Surville Cliffs serpentinite formation at North Cape Scientific Reserve and at least four lizards which are endemic to the Te Paki ED that includes Mokaikai.

**Conservation Values to be protected:**

Mokaikai Scenic Reserve itself contains high biodiversity that is critically endangered including 25 plants, 6 birds, 31 invertebrates, 2 lizards and 1 fish.

Mokaikai Scenic Reserve has numerous archaeological sites located within the Reserve. The surrounding area also contains many archaeological sites. Mokaikai and the surrounding areas provide an important early historical record of human interaction in the Far North and New Zealand.

**Reserve Values to be protected:**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

The historic values represented by the historical and archaeological sites associated with the land.

6.6: TE REREPARI CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

Te Rūnanga Nui o Te Aupōuri Trust  
PDC Te Kao, RD 4  
Kaitaia 0484

Phone (09) 409 8006

The address for service of the Minister is:

Northland Conservancy Office  
149 - 151 Bank Street,  
PO Box 842  
Whangarei 0140

Phone (09) 470 3300

Facsimile: (09) 470 3301



6.6: TE REREPARI CONSERVATION COVENANT

**SCHEDULE 3**

**Special Conditions**

Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary Maori purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.6: TE REREPARI CONSERVATION COVENANT

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 27 of the  
Conservation Act 1987  
and section 77 of the  
Reserves Act 1977

---

to

**MINISTER OF CONSERVATION**

---

Legal Services  
Department of Conservation

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**6.7 BED OF LAKE NGĀKEKETO CONSERVATION COVENANT**

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6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

**CONSERVATION COVENANT**

**(Section 27 Conservation Act 1987  
and  
Section 77 Reserves Act 1977)**

THIS DEED of COVENANT is made this                      day of

**BETWEEN** [insert names of the trustees of Te Rūnanga Nui o Te Aupōuri Trust and the trustees of the Ngāti Kuri governance entity]  
**(the Owner)**

**AND MINISTER OF CONSERVATION (the Minister)**

**BACKGROUND**

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 28 January 2012 and implemented by the ..... Act .....
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

**OPERATIVE PARTS**

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

**1 INTERPRETATION**

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

1.1 In this Covenant unless the context otherwise requires:

<b>"Conservation Purposes"</b>	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
<b>"Conservation Values"</b>	means the conservation values specified in Schedule 1.
<b>"Covenant"</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>"Director-General"</b>	means the Director-General of Conservation.
<b>"Fence"</b>	includes a gate.
<b>"Fire Authority"</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>"Land"</b>	means the land described in Schedule 1.
<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**6.7: LAKE NGĀKEKETO CONSERVATION COVENANT**

**1.2 For avoidance of doubt:**

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the **Background**. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the **Background**.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

**2.1 The Land must be managed:**

- 2.1.1 for Conservation Purposes;
- 2.1.2 so as to preserve the Reserves Values;
- 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

**3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:**

- 3.1.1 grazing of the Land by livestock;

TE AUPŌURI DEED OF SETTLEMENT  
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6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**6.7: LAKE NGĀKEKETO CONSERVATION COVENANT**

to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

**4 PUBLIC ACCESS**

4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.

**5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**6.7: LAKE NGĀKEKETO CONSERVATION COVENANT**

**6 JOINT OBLIGATIONS**

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

**7 DURATION OF COVENANT**

- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

**8 OBLIGATIONS ON SALE OF LAND**

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

**9 CONSENTS**

- 9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

- 10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

**10.2 Trespass Act:**

- 10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.



6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

**10.3 Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

**10.4 Registration**

10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

**10.5 Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

**10.6 Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.6 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

**11 DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

- 11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

- 12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

**12.2 Mediation**

- 12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

**13 NOTICES**

- 13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of pre-paid post, on the third working day after posting;
  - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

- 14.1 Special conditions relating to this Covenant are set out in Schedule 3
- 14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of: )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_



6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

SCHEDULE 1

**Description of Land:**

11.1 hectares (lakebed), approximately, being Part Allotment 13, Parish of Muriwhenua. Subject to survey.

**Context**

Lake Ngakeketa is one of the northernmost dunelakes in New Zealand and is a deep dune lake. Dunelakes are a rare wetland type in Northland and throughout New Zealand providing important habitat for a number plants and animals.

Lake Ngakeketa has a narrow, intermittent fringe of raupo (*Typha orientalis*), *Baumea articulata* and kuta (*Schoenoplectus tabermontani*) and occasional *Eleocharis sphacelata* and harakeke (*Phormium tenax*). The invasive aquatic weed hornwort (*Ceratophyllum demersum*) dominates the submerged vegetation in the lake.

There are no threatened plant or fish records for Lake Ngakeketo.

**Conservation Values to be protected:**

Natural habitat values associated with dune lakes and dune wetland

Several threatened wetland birds have been recorded including Australasian bittern (Nationally Endangered), NI fernbird (Sparse), black shag (Sparse) with past records of NZ dabchick (Sparse).

**Reserve Values to be protected:**

Natural values represented by the flora and fauna associated with the site as above and rarity of dune lakes systems in northland.

The scenic values represented by the dune lake and sandunes landscape of the site and surrounding land.

6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

**Trustees of Te Rūnanga Nui o Te Aupōuri Trust**  
PDC Te Kao, RD 4  
Kaitaia 0484

Phone (09) 409 8006

**Trustees of Ngāti Kuri Governance Entity**

[to insert]

The address for service of the Minister is:

Northland Conservancy Office  
149 - 151 Bank Street,  
PO Box 842  
Whangarei 0140  
Phone (09) 470 3300  
Facsimile: (09) 470 3301

6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

**SCHEDULE 3**

**Special Conditions**

Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary Maori purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.7: LAKE NGĀKEKETO CONSERVATION COVENANT

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 27 of the  
Conservation Act 1987  
and section 77 of the  
Reserves Act 1977

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to

**MINISTER OF CONSERVATION**

---

Legal Services  
Department of Conservation



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**7. LEASES**

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**TE AUPŌURI DEED OF SETTLEMENT  
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**7.1 LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

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TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER  
Amended draft as at 19 October 2011

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated [ ]

LESSOR THE TRUSTEES OF TE RŪNANGA NUI O TE AUPŌURI TRUST

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Te Aupōuri and the Crown, under which the parties agreed to sell the Land to **THE TRUSTEES OF TE RŪNANGA NUI O TE AUPŌURI TRUST** and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]



**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

**SCHEDULE A**

**ITEM 1 THE LAND**

[Insert full legal description. Note that improvements are excluded].

**ITEM 2 START DATE**

[Insert start date].

**ITEM 3 ANNUAL RENT**

[\$ ] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each from [Date], and each 21<sup>st</sup> yearly anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

[Date] and 7 yearly after that Date.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.10 and including the following existing improvements: [List all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land, excluding the High School Block as shown on the plan in part 4 of the attachments to the deed].

**ITEM 10 CLAUSE 16.5 NOTICE**

To: *The Trustees of Te Rūnanga Nui of Te Aupōuri Trust, Te Kao PDC, RD4, Kaitāia 0484 ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")*

From: *[Name of Mortgagee/Chargeholder] ("the Lender")*

*The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:*

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) It agrees that this acknowledgement is irrevocable.*

**SCHEDULE**

[ ]

\_\_\_\_\_  
[Form of execution by Lender]

\_\_\_\_\_  
[Date]





TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B

**SCHEDULE B**

**1 Definitions**

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (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; or
- (d) the days observed as the anniversaries of the provinces of Northland and Wellington.

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

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined 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 one or more of the following:
  - (i) the Crown;



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B

- (ii) a Crown entity;
  - (iii) a State enterprise;
  - (iv) the New Zealand Railways Corporation; and
  - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Land", "Start Date", "Annual Rent", "Agreed Percentage", "Term of Lease", "Lessee Outgoings" and "Permitted Use" have the meanings set out in Schedule A.
- 1.9 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.10 "Lessee's Improvements" means **[to add before execution: specific exclusion for the High School Block as shown on the plan in part 4 of the attachments to the deed]** all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.11 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.12 "Maintenance" includes repair.
- 1.13 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.14 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.5% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.
- 3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.5% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 3.5% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
  - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
  - (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.

- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - i. by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - ii. if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.



**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

**5 Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease. If the Lessee fails to pay any GST demanded under this clause the Lessee shall be liable for any penalty incurred by the Lessor as a result of the Lessee's default.

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**9 Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**11 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.



**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

**12 Hazards**

- 12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.
- 12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

- 13.1 If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.
- 13.2 If the Land is damaged or altered but not so significantly that it is no longer suitable for the Permitted Use the parties may renegotiate in good faith the Annual Rent payable under this Lease and may agree to suspend the parties' obligations under this Lease for an agreed period.

**14 Contamination**

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 As soon as the Lessee becomes aware of any Contamination on or about the Land, the Lessee shall provide that information to the Lessor.
- 14.4 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.
- 16 Lessee's Improvements**
- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the sale of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent provided that the Lessee reinstates the Land to a tidy and safe condition which is free from contamination in accordance with clause 14.



**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

**17 Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

**18 Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

**19 Insurance**

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

**20 Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

**21 Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

**22 Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 Nothing in clauses 22 or 23 prevents the Lessee from disposing of or transferring all or part of its interest in the Land under section 40, 41, 42, 50 or 52 of the Public Works Act 1981.
- 22.5 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

**23 Subletting**

Provided that the Land continues to be used for Education Purposes, the Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

**24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Remedy of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the current Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B**

- 29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1-29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**30 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**31 Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

**32 Service of Notices**

- 32.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6011

- 32.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

The Trustees of Te Rūnanga Nui o Te Aupōuri Trust  
Te Kao PDC  
RD4  
Kaitiāia 0484

- 32.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.



TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B

**33 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**34 Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

*RLG*  
*BW*

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

7.1: LEASE WITH THE MINISTRY OF EDUCATION FOR TE KAO SCHOOL SITES A AND B

LESSOR:

THE TRUSTEES OF TE RŪNANGA NUI O TE AUPŌURI TRUST

LESSEE:

HER MAJESTY THE QUEEN  
acting by and through the Secretary for Education

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MEMORANDUM OF LEASE

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THE SECRETARY FOR EDUCATION  
MINISTRY OF EDUCATION  
NATIONAL OFFICE  
WELLINGTON

*RLH*  
*BW*

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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7.2 LEASE WITH MARITIME NEW ZEALAND FOR MURIMOTU ISLAND

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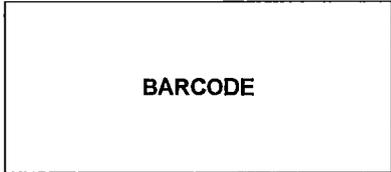
*Handwritten initials/signature*

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**7.2: LEASE WITH MARITIME NEW ZEALAND FOR MURIMOTU ISLAND**

**LEASE INSTRUMENT**

Section 115, Land Transfer Act 1952



Land registration district

North Auckland

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
NA138A/291	Part	[Insert legal description]

**Lessor** *Surname must be underlined*  
The trustees of Te Rūnanga Nui o Te Aupōuri and [Ngāti Kuri governance entity]

**Lessee** *Surname must be underlined*  
Maritime New Zealand

**Estate or interest\*** *Insert "fee simple", "leasehold in lease number", etc.*  
Fee simple

**Term**  
999 years

**Rent**  
\$1.00 plus GST per annum

**Operative clause** *Set out the terms of lease in Annexure Schedule(s)*  
The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the above term and at the above rent and on the terms of lease set out in the Annexure Schedule(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**Attestation**

Signed by the trustees of Te Rūnanga Nui o Te Aupōuri by:	Signed in my presence by the Lessor  _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
Signature [common-seal] of Lessor	

Signed by [Ngāti Kuri governance entity] by:	Signed in my presence by the Lessor  _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
Signature [common-seal] of Lessor	

Signed by Maritime New Zealand by:	Signed in my presence by the Lessee  _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
Signature [common-seal] of Lessee	

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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7.2: LEASE WITH MARITIME NEW ZEALAND FOR MURIMOTU ISLAND

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

*Handwritten initials*

TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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7.2: LEASE WITH MARITIME NEW ZEALAND FOR MURIMOTU ISLAND

SCHEDULE 1

**1. TERM**

In consideration of the rent payable under this lease, and of the Lessee's covenants, terms and agreements, express and implied, contained in this lease, the Lessor leases to the Lessee the land described in item 1 of Schedule 2 (the *Land*) for the term set out in the lease instrument.

**2. EARLY TERMINATION**

- 2.1 The Lessee may terminate this lease by giving not less than 12 months' written notice to the Lessor setting out the date of termination of the lease (*Termination Notice*).
- 2.2 The Lessee will give the Termination Notice if the Lessee no longer requires the Land for the purposes of an aid to navigation site or any other maritime safety related purpose.
- 2.3 The lease will expire upon the date set out in the Termination Notice but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of this lease.

**3. PAYMENT OF RENT**

- 3.1 The Lessee will pay the rent specified in the lease instrument if demanded by the Lessor in advance each year during the term of this lease from the Commencement Date specified in item 2 of Schedule 2.
- 3.2 The Lessee will pay the Goods and Services Tax or any tax in the nature of Goods and Services Tax payable by the Lessor in respect of the rent and the tax will be paid on each occasion when any rent payment falls due for payment and will be payable to the Lessor or as the Lessor directs.

**4. OUTGOINGS AND OTHER COSTS**

- 4.1 The Lessee will pay all costs relating and incidental to the provisions of roading, access, electricity, gas, water or other utilities and any other work directly associated with the construction, maintenance and operation of any aid to navigational aid structure and ancillary services.

**5. MAINTENANCE**

The Lessee will:

- 5.1.1 at all times, maintain and repair all improvements erected or situated on the Land;

*Handwritten initials: RLE, BW*

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**7.2: LEASE WITH MARITIME NEW ZEALAND FOR MURIMOTU ISLAND**

- 5.1.2 at all times, maintain the grounds surrounding the navigational tower including trimming vegetation when the Lessee considers it is necessary and ensuring that the helicopter pad and track are safe to use; and
- 5.1.3 upon the expiration or sooner determination of this lease, yield up the Land to the Lessor clean and free from rubbish and in good and substantial repair, order and condition.

**6. ASSIGNMENT**

The Lessee will not assign, sublease or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor to such assignment or other parting with possession. Any such consent will not be unreasonably or arbitrarily withheld or delayed in the case of a respectable responsible and solvent proposed assignee or sublessee of the whole of the Land. Such consent is not required to the assignment of this lease to any successor organisation of the Lessee.

**7. USE**

The Lessee will not use or permit to be used the Land or any part of the Land for any purpose other than that use specified in item 3 of Schedule 2 and such permitted use will be subject always to the provisions of clause 11.1.

**8. ACCESS**

- 8.1 The Lessee may use the land adjoining the Land, being the land described as [            ] (*Adjoining Land*) for the purposes of accessing the Land by foot, vehicle or helicopter, provided that:
  - 8.1.1 the Lessee in exercising the right to use the Adjoining Land will respect and not interfere with any wahi tapu or other spiritual site or with any regeneration project of the natural habitat within the Adjoining Land; and
  - 8.1.2 the Lessee or the Lessee's agent will give reasonable notice to the Lessor of its intention to use the Adjoining Land for access to the Land, except in the case of an emergency when such notice will not be required.
- 8.2 The right to use the Adjoining Land will commence on the Commencement Date of the lease. Any assignment of the lease will be deemed to include an assignment of this right to use the Adjoining Land.
- 8.3 If this lease is registered, the Lessor will enter into a registrable easement and/or encumbrance to be prepared by the Lessor at the cost of the Lessor recording the rights contained in this clause 8.

*PKJ*  
*BW*

**TE AUPŌURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**7.2: LEASE WITH MARITIME NEW ZEALAND FOR MURIMOTU ISLAND**

**9. EXTERIOR SIGNS**

- 9.1 The Lessee will not affix, paint or exhibit or permit to be affixed, painted or exhibited any name sign, nameplate, signboard, or advertisement of any description on or to the Land without the Lessor's prior written consent. Such consent will not be unreasonably or arbitrarily withheld or delayed.
- 9.2 Despite clause 9.1, the Lessee will be entitled to erect on the Land a sign indicating the nature of the aid to navigation or describing the Lessee's use of the Land or any public information relevant to that use.
- 9.3 The Lessee will, at the end or sooner determination of the term of this lease, remove any such name sign, nameplate, signboard or advertisement which has been authorised by the Lessor and make good any resulting damage.

**10. NO NOXIOUS USE**

10.1 The Lessee will not:

- 10.1.1 bring in or upon or store within the Land any machinery, goods or any other things of an offensive, noxious, illegal or dangerous nature;
- 10.1.2 use the Land or allow the Land to be used for any noisome or offensive act, trade or business; or
- 10.1.3 do anything or allow anything to be done which may cause annoyance, nuisance, damage or disturbance to the Lessor or the owners or occupiers of adjoining land, provided that any permitted use will not by itself be a breach of this clause.

**11. COMPLIANCE WITH STATUTES AND REGULATION**

11.1 The Lessee will comply with the provisions of all:

- 11.1.1 statutes, ordinances, regulations and by-laws in any way relating to or affecting the Land or the use of the Land; and
- 11.1.2 licences, requisitions and notices issued made or given by any competent authority in respect of the Land or the use of the Land and will promptly provide the Lessor with a copy of any such requisition or notice.

11.2 The Lessee will at all times and from time to time during the term of this lease clear and keep the Land clear of all noxious weeds and vermin and, in particular, will comply in all respects with the provisions of the Biosecurity Act 1993 and all notices issued pursuant to that Act.

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**12. RISK**

The Lessee agrees to occupy and use the Land and any improvement on the Land at the Lessee's risk except where the Lessor or any person under the Lessor's control is at fault or negligent through their own acts or omissions.

**13. INDEMNITY**

13.1 The Lessee will indemnify the Lessor from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessee or those under the control of the Lessee and, in particular, will fully recompense the Lessor for any charges or expenses incurred by the Lessor in making good any damage to the Land resulting from any such negligent act or omission.

13.2 The Lessor will indemnify the Lessee from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessor or those under the control of the Lessor and, in particular, will fully recompense the Lessee for any charges or expenses incurred by the Lessee in making good any damage to the Land resulting from any such negligent act or omission.

**14. COSTS**

14.1 The parties will pay their own solicitors' costs of preparing and finalising this lease or any renewal or variation of this lease.

14.2 The Lessee will pay all costs, charges and expenses for which the Lessor becomes liable for in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this lease.

**15. REGISTRATION**

The Lessor will register this lease at the cost of the Lessee. The Lessor will be responsible for any survey and other costs (other than registration fees) incurred to enable registration of the lease.

**16. QUIET ENJOYMENT**

16.1 As long as the Lessee complies with the terms of this lease, the Lessee will peaceably hold and enjoy the Land during the term without interruption by the Lessor, or any person claiming under the Lessor.

16.2 The Lessor will pay promptly as they fall due all payments for local authority rates and land tax or any such tax imposed in relation to the Land as well as other outgoing payments in respect of the Land, including principal and interest due under any mortgage registered

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against the Land, and indemnifies the Lessee against any costs, claims, demands or liabilities which the Lessee may suffer or incur as a result of any breach of this covenant by the Lessor.

**17. LEASE OF LAND ONLY, NO OBSTRUCTION AND ARC OF LIGHT**

17.1 This lease refers and relates only to the Land and the Lessor will at all times be entitled to use and occupy and deal with any land surrounding the Land, including the Adjoining Land, without reference to the Lessee and the Lessee will have no rights other than the rights of use and access contained in this lease.

17.2 Notwithstanding 17.1, the Lessor covenants that the Lessor will ensure that the Lessor's use of any land surrounding the Land does not:

17.2.1 interfere with the arc of light from any navigational light on the Land, as outlined by a broken line on the attached plan (*Arc of Light*), so as to obstruct or in any way hinder its use or visibility for navigational purposes;

17.2.2 obstruct any solar panels used on the Land;

17.2.3 obstruct the helicopter pad on the Land;

17.2.4 obstruct any right of way or access track used by the Lessee to access the Land.

17.3 If the Lessor fails to comply with clause 17.2, the Lessee may trim trees and vegetation or remove any obstruction from the Lessor's land and the Lessor will, upon demand, pay to the Lessee all reasonable costs and expenses incurred by the Lessee in carrying out the work. Other than in the case of an emergency (where there is a serious health and safety risk (including risk of physical injury) or any property is at a real risk of destruction or serious damage), the Lessee must give the Lessor at least one month's written notice of the Lessor's failure to comply with clause 17.2 and notifying the Lessor that unless the Lessor removes the obstruction, the Lessee will carry out the remedial work at the Lessor's reasonable cost.

17.4 The Lessor will ensure that the covenants contained in clauses 17.2 and 17.3 are specified as a condition in a consent notice pursuant to section 221 of the Resource Management Act 1991 in the event of any subdivision of the Land and the Adjoining Land or the land surrounding the Land and the Adjoining Land, within the terms of that Act.

17.5 In addition to the Lessor's obligations under clause 17.4, on the sale of any land surrounding the Land, the Lessor will enter into a restrictive covenant, or any other such instrument prepared by the Lessee, giving effect to the provisions of clause 17.3 of this lease. At the request of the Lessee, the Lessor will enforce such covenant against any occupier of land within the arc of light of the Lessee's navigational light.

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**18. DEFAULT BY LESSEE**

If at any time during the term:

18.1.1 the Lessee breaches any of the terms of, or the covenants, obligations or agreements of the Lessee contained or implied in, this lease (other than the covenant to pay rent) and fails to remedy the breach within the period specified in a notice served on the Lessee in accordance with section 246 of the PLA 2007; or

18.1.2 the Lessee is insolvent, bankrupt or liquidated (except for the purpose of a solvent reconstruction or voluntary liquidation previously approved by the Lessor), then, in addition to the Lessor's right to apply to the Court for an order of possession, the Lessor may cancel this lease by re-entering the Land. Any cancellation will be without prejudice to the rights of either party against the other.

**19. IMPROVEMENTS DURING LEASE**

19.1 Throughout the term of this lease the Lessee will have the right to construct, alter, upgrade, relocate and demolish at the cost of the Lessee any improvements on the Land without the need to obtain the consent of the Lessor provided that any such improvements are consistent with the use of the Land as described in clause 7.

19.2 The improvements situated on the Land at the Commencement Date are detailed in Schedule [3].

19.3 All improvements situated on the Land at the Commencement Date and any improvements installed or erected on the Land during the term of this lease will be deemed to be the property of the Lessee.

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**20. REMOVAL OF FIXTURES FITTINGS AND IMPROVEMENTS**

- 20.1 Subject to clause 20.3, the Lessee will be entitled to remove at any time after the expiration or sooner determination of the term (the *Withdrawal Date*) all fixtures, fittings and improvements which belong to or which the Lessee has installed on the Land. The Lessee will make good, at the Lessee's cost and to the satisfaction of the Lessor, all resulting damage.
- 20.2 Within the period of 12 months from the *Withdrawal Date*, the Lessee will, if requested by the Lessor, remove or demolish all improvements on the Land that are derelict (unless such improvements are incapable of being removed because of any lawful requirement that they remain) and the Lessee will make good, at the Lessee's own cost and to the satisfaction of the Lessor, all resulting damage.
- 20.3 All fixtures, fittings and improvements remaining on the Land on the expiry of the period of 12 months from the *Withdrawal Date*, will become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.

**21. WAIVER**

No waiver or failure to act by the Lessor in respect of any one or more breaches by the Lessee of any covenant or agreement contained in this lease will operate as a waiver of another breach of the same or of any other covenant or agreement.

**22. ARBITRATION**

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this lease or relating to any other matter arising under this lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 22.2 If the parties cannot resolve a dispute or difference within 15 Working Days of any dispute or difference arising then, unless otherwise expressly provided in this lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique, if adopted, will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further 15 Working Days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference will be settled by reference to arbitration. Except as otherwise expressly provided in this lease

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the reference will be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.

22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**23. SUITABILITY**

No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

**24. NOTICES**

24.1 Any notice to be given under this lease will be given in writing and served:

24.1.1 in the case of a notice under sections 245 or 246 of the PLA 2007, in the manner prescribed by section 353 of the PLA 2007; and

24.1.2 in all other cases, unless otherwise required by sections 352 to 361 of the PLA 2007:

- (a) in the manner authorised by sections 354 to 361 of the PLA 2007; or
- (b) by personal delivery, or by post or by facsimile or, if the parties agree in writing, other reasonably secure and responsible means of electronic communication that is generally accepted as appropriate at the relevant time for the provision of formal notices (Electronic Notice),

to the addressee at the address set out in clause 24 or, if a notice of a change of address has been given by the addressee to the other party, then to that new address.

24.1.3 No notice will be effective until received. In respect of the means of service specified in clause 24.1.2 (b) a notice or communication will, however, be deemed to be received by the addressee:

- (a) in the case of personal delivery, when delivered;

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- (b) in the case of delivery by post, on the third Working Day following the date of posting;
- (c) in the case of facsimile, on the Working Day on which it is sent in full without transmission error or, if sent after 5pm on a Working Day or on a non-Working Day, on the next Working Day after the date of sending in full without transmission error; and
- (d) in the case of Electronic Notice, if the parties agree notices may be sent by this method, when acknowledged by the addressee by return Electronic Notice (other than an automatic acknowledgement) or otherwise in writing.

24.1.4 For as long as Maritime New Zealand is the Lessee under this lease, the address for service of the Lessee for the purposes of clause 24.1.2 (b), unless the Lessee notifies the Lessor otherwise, will be:

Maritime New Zealand  
Level 10, Optimisation House  
1 Grey Street  
Wellington

Postal address:  
PO Box 27-006  
Wellington 6141

Facsimile: (04) 494-1203

24.1.5 For as long as Te Rūnanga Nui o Te Aupōuri Trust is a Lessor under this lease, the address for service of Te Rūnanga Nui o Te Aupōuri Trust for the purposes of clause 24.1.2 (b) unless Te Rūnanga Nui o Te Aupōuri Trust notifies the Lessee otherwise, will be:

Trustees of Te Rūnanga Nui o Te Aupōuri Trust  
Far North Road  
Te Kao

*AKD*  
*BW*

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Postal address:

Te Kao PDC

RD 4

Kaitaia 0484

Email: info@teaupouri.iwi.nz

24.1.6 For as long as [Ngāti Kuri governance entity] is a Lessor under this lease, the address for service of [Ngāti Kuri governance entity] for the purposes of clause 24(a)(ii)(B), unless [Ngāti Kuri governance entity] notifies the Lessee otherwise, will be:

Trustees of [Ngāti Kuri governance entity]

[Street address]

[Town]

Postal address:

[Insert address]

[Town]

Email: [insert]

**25. DEFINITIONS AND INTERPRETATION**

25.1 Definitions: In this lease, unless the context requires otherwise:

25.1.1 *Adjoining Land* has the meaning given to it in clause 8.1.

25.1.2 *Arc of Light* has the meaning given to it in clause 17.2.

25.1.3 *Electronic Notice* has the meaning given to it in clause 24(a)(ii)(B).

25.1.4 *Land* has the meaning given to it in item 1 of Schedule 2.

25.1.5 *PLA 2007* means the Property Law Act 2007.

25.1.6 *Termination Notice* has the meaning given to it in clause 2.

25.1.7 *Withdrawal Notice* has the meaning given to it in clause 20.1.

25.1.8 *Working Day* has the meaning given to it in the PLA 2007.

*[Handwritten signature]*  
*[Handwritten initials]*

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7.2: LEASE WITH MARITIME NEW ZEALAND FOR MURIMOTU ISLAND

25.2 Interpretation: In this lease unless the context otherwise requires:

25.2.1 The expressions *the Lessor* and *the Lessee* will be deemed to include where appropriate the executors, administrators, successors and permitted assigns of the Lessor and the Lessee.

25.2.2 *month* means calendar month.

25.2.3 *writing* will include words visibly represented or reproduced.

25.2.4 Covenants by any two or more persons will be joint and several.

25.2.5 Headings have been inserted for guidance only and will not be deemed to form part of the context.

25.2.6 Words importing any gender will include all other genders.

25.2.7 Words importing the singular will include the plural and vice versa.

25.2.8 Payments will be made in the lawful currency of New Zealand.

25.2.9 References to schedules are references to schedules in this lease and clauses are references to clauses in the Schedule of Terms and references to parties are references to the parties to this lease and their respective successors and assigns (if permitted in the case of the Lessee under clause 6) unless expressly stated otherwise.

25.2.10 Any reference in this lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.

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SCHEDULE 2

1. Land

All that parcel of bare land outlined in hatch on the plan annexed comprising part of the Lessor's land containing approximately [ ] square metres (the *Land*).

2. Commencement Date

[ ]

3. Permitted Use

This lease gives the Lessee:

- (a) free and exclusive use of the Land for the purpose of providing an aid to navigation;
- (b) the right to upgrade the equipment and structures on the Land to ensure the aid to navigation meets national and international standards. This includes the routine replacement of existing equipment and the ability to enhance and add additional services. These services are not limited to, but may include: Automatic Identification (AIS) transmitters; radio transmitting and receiving devices associated with e-navigation; and their associated infrastructure and power supplies; and
- (c) the right to land a helicopter.

  
BW

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SCHEDULE 3

Improvements on Land as at Commencement Date

*[insert list]*



North Cape Site Overview

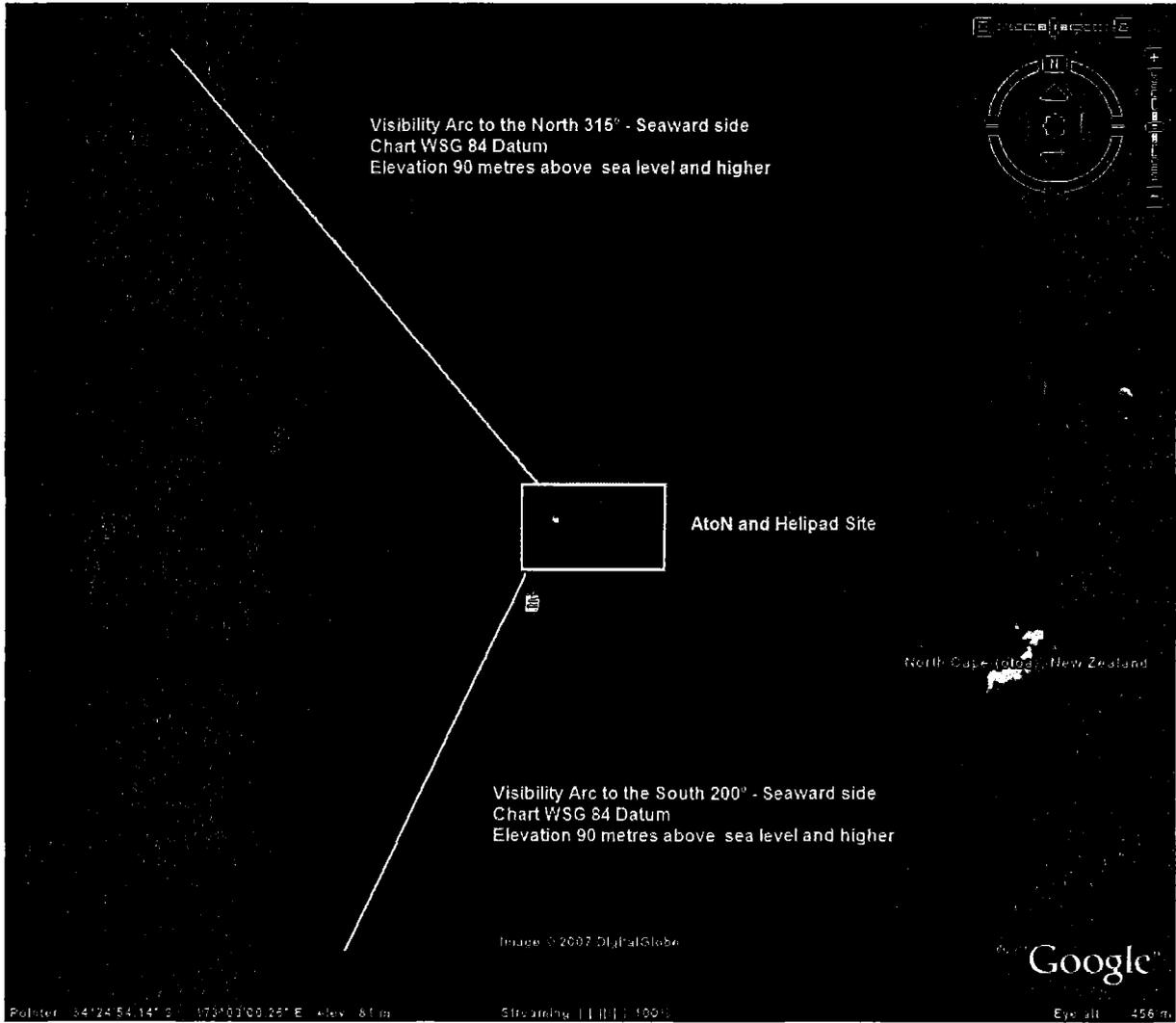


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North Cape Tower, Solar Panels and Tsunami Equipment



Area of Maritime New Zealand sole use and visibility arc of light  
[Google map attached is for draft purposes. This schedule will be replaced with the actual  
survey]

BK  
BW