

NGĀTI RANGI

and

THE TRUSTEES OF TE TŌTARAHOE O PAERANGI TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

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1. TE TĀPORA FOR HĪHĪTAHI

1: TE TĀPORA FOR HĪHĪTAHI

DESCRIPTION OF AREA

- 1.1 Hīhītahi (as shown on deed plan OTS-113-016).

PREAMBLE

- 1.2 Pursuant to section 41 of the settlement legislation (clause 8.4 of the deed), the Crown acknowledges the statement by Ngāti Rangi of their cultural, spiritual, historic and/or traditional values relating to Hīhītahi, as set out below.

NGĀTI RANGI VALUES

- 1.3 Hīhītahi is important as it predominantly sits on the hill, Te Whakatarā o Paerangi (known as Whakatarā), and is in the vicinity of key kāinga such as Te Rei, Waipuna, Mounganui and Huriwaka. Hīhītahi means the first rays of the sun and acknowledges the kāinga based on the eastern side of the hill. As was common in the area, Whakatarā was but one area that kai was gathered and there was a great feast where Ngāti Rangi gathered food in the area to recognise an intermarriage between Ngāti Rangi and Ngāti Apa.

- 1.4 The food for the Ngarukaiwaka feast was taken off this land. The food for the feast was gathered from Whakatarā, Paoneone, Okurukuru, Auahitotara, Orongotama and other places. The object of the feast was to talk about a remark made about Rangituhia. There was a quarrel about the remark.

- 1.5 Paora Tūtāwhā noted:

Rangituhia and Rangiteauria prepared a large feast at the following places. Kometerua, Tataroa, Komakoriki, Whakatarā on this block. Ngarukaiwaka was the name of that feast and was given to Ngāti Apa.

- 1.6 Further to this, there are other more specific details about Whakatarā given by Meraina Rauangina of Ngāti Rangi in the Native Land Court:

Paparangiora was the name of a tree at Whakatarā ridge where they caught birds. Kometerua is a bush on this land. Takatakaroa is another inland bush about centre of the portion I claim.

- 1.7 Te Keepa noted:

Whakatarā is also there - it is all forest. There is a Kahikatea tree there where an ancestor of Winiata's was hung - his name was Tamakihikurangi. He was the father of Tamarongo.

- 1.8 On the western side of the reserve near the Hautapu River and railway line stands a hillock named Ōtahupītara, which is the burial place of the Ngāti Rangi chief, Tamarongo. The revered Ngāti Rangi ruahine of the early 1800s, Te Huiatahi, had a kāinga and lived on land now included in the Hīhītahi Reserve.

1: TE TĀPORA FOR HĪHĪTAHI

PROTECTION PRINCIPLES

- 1.9 The following Protection Principles are directed at the Minister for Conservation avoiding harm to, or the diminishing of, Ngāti Rangi values related to Hīhītahi:
- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment within Hīhītahi;
 - (b) recognition of the mana, kaitiakitanga and tikanga of the descendants of Ngāti Rangi with regard to Hīhītahi;
 - (c) respect for Ngāti Rangi tikanga within Hīhītahi;
 - (d) encouragement of respect for the association of Ngāti Rangi with Hīhītahi;
 - (e) accurate portrayal of the association of Ngāti Rangi with Hīhītahi; and
 - (f) recognition of the relationship of Ngāti Rangi with the wāhi tapu and wāhi whakahirahira within Hīhītahi.

ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 1.10 Pursuant to clause 8.4.4 of the deed, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:
- (a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Ngāti Rangi values and the existence of the overlay classification and will be encouraged to respect the association Ngāti Rangi have with Hīhītahi;
 - (b) the Department of Conservation will work with Ngāti Rangi on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - (c) the public will be informed that the removal of all rubbish and wastes from Hīhītahi is required;
 - (d) the association Ngāti Rangi has with Hīhītahi will be accurately portrayed in all new Department of Conservation information and educational material;
 - (e) the governance entity will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngāti Rangi cultural information with the consent of the governance entity;
 - (f) significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
 - (g) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites; and

1: TE TĀPORA FOR HĪHĪTAHI

- (h) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and the governance entity informed as soon as possible to enable Ngāti Rangi to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

2. STATEMENTS OF ASSOCIATION

2: STATEMENTS OF ASSOCIATION

Ngāti Rangi's statements of association are set out below. These are statements of the Ngāti Rangi's particular cultural, spiritual, historical and traditional association with identified areas.

Auahitōtara Pā (as shown on deed plan OTS-083-008)

Auahitōtara was one of the permanent residences and a notable pā of the Ngāti Rangi hapū, Ngāti Rangituhia.

'Auahi' means smoke and 'Tōtara' is the native tree which still grows there today. Therefore, the meaning of the name is 'Smoke of the Tōtara Tree'.

The site is a ridge which encompasses the grove of trees (including tōtara) lower down from that ridge. Occupation began in the time of Tūtakaroa, a descendant of Rangituhia. It was occupied by the Ngāti Rangi ancestor, Te Keepa Te Rangihwinui (Te Keepa) also known as Major Kemp, and others.

Auahitōtara was a Ngāti Rangi fighting pā which Ngāti Rangi used to defend their eastern flank. The pā was strategically located on a prominent summit of the ridge, sitting above a natural defense of cliff walls. It was accessible only through a bottlenecked entrance that was easily defensible as a pre-musket war pā. The site also provided panoramic views of the Moawhango River valley and any approaching enemy.

The land at Auahitōtara was used for hunting and cultivations, including crops of potatoes and onions. The closest waterways and eel fishing spots are the Moawhango River, the Waitaringa River, and the head waters of the Waiouru Stream. Provisions for the famous feast Ngarukaiwaka were gathered from Auahitōtara.

The original survey map of the Rangipō-Waiū block shows an old track that led from Murimotu to Auahitōtara and on to Waiū Pā, past Te Rei and Waipuna down towards the Moawhango Stream and beyond.

In 1845, new houses were built to replace the older ones. In 1880, Te Keepa found Te Aropeta Haeretūterangi (Te Aro), another Ngāti Rangi tupuna, at Auahitōtara flying a flag which displayed the union jack. The flag was named Te Rangi Whakaputaia Haeretūterangi. Te Aro raised the flag as a sign of opposition to the attempts of neighbouring iwi to survey the land for the Native Land Court.

The name Auahitōtara, along with Ruapehu, Huriwaka-raiha, Ngā Rimutāmaka and others occur in the Māramatanga waiata 'Tahitahia te Pō'. The waiata was composed in the 1940s and mentions key geographical features in the east and south of Ruapehu. This waiata highlights the significance of this site in the 20th century.

Hīhīhahi (as shown on deed plan OTS-083-018)

This Forest Sanctuary is important as it predominantly sits on the hill, Te Whakatarā o Paerangi (known as Whakatarā), and is in the vicinity of key kāinga such as Te Rei, Waipuna, Mounganui and Huriwaka. Hīhīhahi means the first rays of the sun and acknowledges the kāinga based on the eastern side of the hill. As was common in the area, Whakatarā was but one area that kai was gathered and there was a great feast, Ngarukaiwaka, where Ngāti Rangi gathered food in the area to recognise an intermarriage between Ngāti Rangi and Ngāti Apa.

The food for the Ngarukaiwaka feast was taken off this land.

2: STATEMENTS OF ASSOCIATION

Paora Tūtāwhā noted:

Rangituhia and Rangiteauria prepared a large feast at the following places. Kometerua; Tataroa, Komakoriki, Whakatara on this block. Ngarukaiwaka was the name of that feast and was given to Ngāti Apa.

Further to this, there are other more specific details about Whakatara given by Mereaina Rauangina of Ngāti Rangi in the Native Land Court:

Paparangiora was the name of a tree at Whakatara ridge where they caught birds. Kometerua is a bush on this land. Takatakaroa is another inland bush about centre of the portion I claim.

Te Keepa noted:

Whakatara is also there - it is all forest. There is a Kahikatea tree there where an ancestor of Winiata's was hung - his name was Tamakihikurangi. He was the father of Tamarongo.

On the western side of the reserve near the Hautapu River and railway line stands a hillock named Ōtahupītara, which is the burial place of the Ngāti Rangi chief, Tamarongo. The revered Ngāti Rangi ruahine of the early 1800s, Te Huiatahi, had a kāinga and lived on land now included in the Hīhītahi Reserve.

Part of Hautapu River (as shown on deed plan OTS-083-009)

For Ngāti Rangi, the name 'Hautapu' refers to the sacred winds of the kaitiaki, Peketahi, who frequents the Hautapu catchment. The name can also be taken as a reference to the sacred winds that come off the mountains.

The Hautapu River starts as a stream at a spring to the south of Waiū pā in the Rangipō-Waiū block. This spring is known as Hautapu. West of the Hautapu spring, the second major tributary of the Hautapu River starts at a spring named Hautapurua, (this loosely translates to 'the second part to the Hautapu'). Hautapurua joins the Hautapu Stream before it meets the Waiouru Stream and becomes the Hautapu River.

The junction where the Waiouru and Hautapu Streams meet is known as Ngā Wai o Taketake. Taketake was a Ngāti Rangi tupuna who resided in the area. Taketake is an ancient tupuna who was from the time prior to Taiwiri.

Downstream from Ngā Wai o Taketake, Te Pou o Tāmuringa is between Ngā Hiwi o Taketake (on true right bank) and Te Whakatara o Paerangi (on the true left bank). The actual location is between the first and second railway crossings over the Hautapu River from its source. This pou was a tribal marker during the time of Te Keepa and gained prominence as a result of Te Keepa's attempts to halt land sales.

At the base of Te Whakatara o Paerangi and as part of the Hīhītahi Reserve is a hillock, named Ōtahupītara. This is the resting place of Tamarongo, a renowned Ngāti Rangituhia chief.

2: STATEMENTS OF ASSOCIATION

Further downstream beyond the large waterfall at Tūrangārere is Kōkako, the site of the 1860 hui called by Hori Kīngi Te Anaua and hosted by Ngāti Rangi along with the rest of Whanganui including the Te Anaua family, Tōpia Tūroa, Te Oti Pohe and others. This is noted by Te Keepa:

Hori Kingi called the meeting at Kokako; fixed his boundary from Kaiwhaiki thence to Hoho thence to Kiekie; then to Hautapu; then to Tikirere; thence to Huriwaka; along the stream of Moawhango, thence to the mouth of the Mangaio thence to Ngapuketuroa thence to Roro-o-Tai Te Ariki; then bends to Ruapehu.

Hori did this because some of the people had joined the King and others had sold their lands.

There are also many references to the Hautapu River as a key source of kai. For example:

- Mangahohonu runs into Hautapu and contains eels. Maungaraurekau is also a stream containing eels. Waitaringa contains eels and runs into Hautapu. It runs out of a lake which contains eels - Ngamatea.
- Mangahohonu runs into Hautapu and contains eels.

Part of Moawhango River (as shown on deed plan OTS-083-010)

The Moawhango River is named for the cry of the moa that once frequented the region. Many moa bones have been found in and around the Moawhango River catchment. It was also a key source of food for the tribes and continues to be fished today.

The Moawhango River starts in the Oruamātua blocks and then forms the boundary of the Rangipō-Waiū block in which the Ngāti Rangituhia hapū of Ngāti Rangi has interests. A key tributary of the Moawhango River is the Moawhangoiti Stream, which is also recognised as a key boundary marker for Ngāti Rangituhia. This is key as these two rivers make up the eastern border of Ngāti Rangi and strengthen the relationship for the Ngāti Rangi people with their relatives of neighbouring hapū/iwi. References to the boundaries are noted as follows:

Keepa then outlined the boundaries of his claim which were confirmed by Winiata Te Pūhaki, who lived at Murimotu and belonged to the Ngāti Rangituhia hapū.

This land belonged to my ancestors. The boundary given by Meiha Keepa, along the Moawhango, was boundary. Point out same boundary on map. Pou a Tama Ringa, Okurukuru, Mangahohonu, Mangaraureka, Te Kurae, source of Moawhangoiti, along that river then along Moawhango, Maunganui, Takapokura, Te Rei, Huriwaka, Takapukotuku, Manaiko, Kaikoura Te Apiti, Whitingara, Okura, mouth of Mangaio, along Mangaio to Ngapuketurua, Te Atua Te Rahi on Whangaehu, along road to Waikato, crossing it, then to Te Roro o Tai Te Ariki, follows survey line to Nukuhau, then to Makahikatoa, then along survey line of Murimotu to Te Pou A Tamuringa.

Pou-a-Tamuringa; Okurukuru; Mangahohonu; Mangaraureka; Te Kurae; source of Moawhangoiti; along that river; then along Moawhanganui; Mounganui; Takapoukura; Te Rei; Huriwaka; Takapu-o-te-kotuku; Manaiko; Kaikoura; Te Apiti; Whitingara; Okura; mouth of Mangaio; along Mangaio to Ngapuketurua; Te Atua-o-te-rahui on Whangaehu; along road to Waikato; crossing it there to Te Roro-o-Taiteariki; follows survey line to Nukuhau; then to Makahikatoa, then along survey line of Murimotu to Te Pou-a-Tamuringa.

2: STATEMENTS OF ASSOCIATION

The next witness, Paora Tutawhaa, was of the Ngāti Rangipoutaka hapū and lived at Murimotu. He supported the evidence of Winiata regarding the fighting with another iwi and noted that the links between Ngāti Poutaka and Ngāti Rangituhia were reflected by their joint award of the Murimotu block and their joint occupation elsewhere.

From the days of Rangituhia, the Ngāti Rangī and Ngāti Poutaka have occupied the land south of Waitangi to the Moawhango River.

Part of Ngāmatea Swamp (as shown on deed plan OTS-083-011)

The Ngāmatea swamp is located immediately to the south of the Waiouru Township. The swamp is fed by a number of waterways including the Hautapu River, Ngāwhakamarumarū Stream, and the Waiouru Stream.

It was a popular eel and game gathering spot. Along with Te Rei, Waipuna, Okurukuru, Auahitōtara, and Waitangi, Ngāmatea was described as one of the permanent residences of Ngāti Rangituhia. Four eel weirs were once at Ngāmatea, their names were Pūreirei, Te Mānuka, Te Harakeke and Te Ti. A kaitiaki in the form of a lizard resides here.

Ngā Urukehu (as shown on deed plan OTS-083-012)

This Scientific Reserve is important to Ngāti Rangī because the kāinga of Kōkako is partly situated on the reserve. Kōkako is the site of the famous inter-iwi land meeting held in 1860 to promote the retention of land and to reject any attempts to sell land.

This hui was called by Hori Kīngi Te Anaua and hosted by Ngāti Rangī along with the greater Whanganui Confederation including the Te Anaua family, Tōpia Tūroa, Te Oti Pohe and others.

It was noted in the Native Land Court that:

Hori Kingi convened the meeting at Kokako in 1860. Hemi, Pirika, Te Meihana, Te Oti Pohe, also took part in calling the meeting.

The meeting was to lay down the boundary of the land belonging to the Whanganui people.

The line was laid because the Ngati Apa were selling their lands, also the Ngati Raukawa, Ngati Te Upokoiri in with Ngati Kahungunu. And because some of the Ngati Whiti and Ngati Tama had intermingled the Ngati Kahungunu and Ngati Te Upokoiri - in agreeing to sell the land. And because Tuwharetoa was joining the King.

Te Keepa notes elsewhere:

I went to the Kokako meeting with 400 of our party. Te Oti, Te Puhaki, Pirika, Hupine, Te Koro and many others were living there permanently. Waiata Puhaki was also living there. The meeting was in 1860. The people of Taupo, Ngati Whiti, Ngati Tama, Ngati Kahungunu, Nga Wairiki and ourselves were present.¹

¹ Taupo MB2, p144

2: STATEMENTS OF ASSOCIATION

Mereaina Te Rauāngina of Ngāti Rangi also noted:

I was present also at the great meeting held at Kokako. Hori Kingi then said his boundary was at Moawhango and none of the chiefs had a word to say, respecting that the line of Hori Kingi's, which was an ancestral boundary. The land on the western side of the Moawhango river was under the mana of the Whanganui's.²

It is also key to note that from the Kōkako Hui, a number of houses were erected by Tōpia Tūroa, Te Oti Pohe and others with Ngāti Rangi whakapapa. One of these houses, Te Ika-a-Maui, now stands at Rātana Pā and is known as Whare Māori. It is the small carved house across from the Manuao. The gifting of this house is associated with the descendants of Tōpia Tūroa.

Ngāti Rangi consider Ngāurukehu should be two words, Ngā Urukehu. Ngā Urukehu is a reference to fair haired patupaiarehe that roam the area.

Part of Ngā Roto-o-Rangataua Scenic Reserve (as shown on deed plan OTS-083-014)

Rangatauanui is the name of the larger of the two lakes, while Rangatauaiti is the name for the smaller lake. Rangatauanui was also the name of the hill between the two lakes.

The names of these two lakes derive from the word 'Rangataua' meaning war party. Rangataua was also the name of a demi-god who lived in the clouds. He was a famous warrior and his weapons were rain, hail, snow and lightening. Te Mōkai o Rangataua (a cloud formation) was his waka which would transport him. Ngāti Rangi would often call upon Rangataua to fight for the tribe.

These two lakes are believed to be vents of Ruapehu and have been estimated to be have formed 25,000 years ago. As the most southern vents of Ruapehu, they are considered by Ngāti Rangi to be the bottom of the mountain - and for this reason they are sacred to Ngāti Rangi.

The lakes were principally the domain of the descendants of Te Mahaoterangi and his children, particularly the line of Tauruoterangi a descendant of the Ngāti Rangi ancestor Ururangi. Tamakaikino, Rangiāhuta and Rangirōtea descend from Tauruoterangi. Puku descends from Ronaki, the sibling of Tauruoterangi. Rangataua North was awarded to Ngāti Puku. Ngāti Rangirotea and Ngāti Rangiāhuta were awarded interests in Rangataua North and Rangataua South, where the lakes are located.

The lakes were a permanent residence which other resource gathering groups frequented. The pā that stood near the lakes was called Ōtāniko (on Rangataua hill between the two lakes) and the house that stood within was named Matahiwi. Other Ngāti Rangi kāinga in close proximity were Rangaia, Turitoto and Ruakākā.

This site became extremely sacred after the massacre of tangata whenua in the early 1800s by an enemy war party led by Te Whatanui of Ngāti Raukawa. While many Ngāti Rangi had already left, some still remained when Te Whatanui and his war party came upon them. The deceased bodies of the slain were subjected to cannibalistic ritual and the remnants cast into the lakes. Those who survived the encounter moved to where the Ohākune township is now located.

² Evidence of Mereaina Rauangina. Whanganui MB10, p.149

2: STATEMENTS OF ASSOCIATION

Part of Turakina River (as shown on deed plan OTS-083-017)

Turakina is named by the famous explorer Hau who named most of the rivers from Whenuakura to Porirua. Turakina is a reference to Hau hearing a large tree falling as he was about to cross the river, the quote is:

'Turakina te rākau ko Turakina' - The tree crashes down and I name this river Turakina.

The source of the river is in the Raketapauma block and the source is named Ngā Mimi-a-Te-Huiatahi and the river spouts out of a rock like someone urinating.

Part of Upper Waikato Stream (as shown on deed plan OTS-083-015)

According to Ngāti Rangi traditions, in the creation of Te Kāhui Maunga, Ruapehu was placed on the belly of the land to quell the thrashing of Te Ika A Maui (the Great Fish of Maui). Ruapehu, otherwise known as Matua Te Mana (the Absolute in Power and Authority) was placed on Te Ika by Ranginui (the Sky Father). However, after a time, Ruapehu became very lonely with his solitary role. Seeing this loneliness of Ruapehu, Ranginui cried two tears which fell upon the slopes of Ruapehu. One of those tears, became the Waikatoiti.

Though the physical start of the Waikatoiti is on Te Onetapu, the source of Waikatoiti is at Nukuhau which is a small peak near the outlet of Te Wai-a-moe and the source of the Whangaehu River. This is noted in the waiata 'Tēnei au te noho nei i te paepae o taku piringa whare':

'Kei eneene te wai ki Nukuhau' - It is at Nukuhau where the waters are separated

This is a reference to the separation of the Waikatoiti sweet waters (fresh water) and Whangaehu River bitter waters (sulphuric water). Nukuhau is also a name of a rock formation near the physical source of the Waikatoiti. The Waikatoiti is also acknowledged as a key boundary for the Ngāti Rangi tribes:

This land belonged to my ancestors. The boundary given by Meiha Keepa, along the Moawhango, was boundary. Pou a Tama Ringa, [Te Pou-a-Tamuringa] Okurukuru, Mangahohonu, Mangaraureka, Te Kurae, source of Moawhangoiti, along that river then along Moawhango, Maunganui, Takapokura, Te Rei, Huriwaka, Takapukotuku, Manaiko, Kaikoura Te Apiti, Whitingara, Okura, mouth of Mangaio, along Mangaio to Ngapuketurua, Te Atua Te Rahi on Whangaehu, along road to Waikato, crossing it, then to Te Roro o Tai Te Ariki, follows survey line to Nukuhau, then to Makahikatoa, then along survey line of Murimotu to Te Pou A Tamuringa.³

Ngāti Rangi acknowledges the mana whenua of Ngāti Tūwharetoa in relation to this site, as agreed between Ngāti Rangi and Ngāti Tūwharetoa for the purpose of Treaty settlement.

Te Onetapu (Rangipō Desert) (as shown on deed plan OTS-083-016)

Te Onetapu (The Sacred Sands) is described as the sandy portion of the Rangipō Desert on the Rangipō-Waiū block. The area became sacred following the killing of the ancestor Taiteariki (an ancient pre-waka ancestor precedes Paerangi by seven generations) at a site located within Te Onetapu (within the current boundary of Tongariro National Park) in the

³ 25 April 1881 evidence of Winiata Te Puhaki, Rangipo Waiu case, NLC Taupo MB2 p114

2: STATEMENTS OF ASSOCIATION

vicinity of the headwaters of the Waikato River and the summit of the Desert Road. Taiteariki was the son of Whiro, after whom Te Karioi nui a Whiro was named. Whiro was a famous navigator from Rarotonga who travelled to Aotearoa prior to the great migration and made the Murimotu District his permanent home. He came in pursuit of the sacred fires of Te Kāhui Maunga.

The site of Taiteariki's killing is known as 'Te Roro o Taiteariki' (literally 'the Brains of Taiteariki'). It is a wāhi tapu of immense significance to Ngāti Rangi.

It is said that the name Te Roro o Taiteariki was branded upon the landscape because Taiteariki was killed by his kin folk, the children of Houmea. Houmea was a close relation of Taiteariki. Tura and Rotuhia killed Taiteariki with slings and stones, an act of vengeance for the deaths of Rangitaurewarewa and Rangiwahakarurua, two chiefs of Puhikaiariki who were killed at Ngā Rimutāmaka.

In accordance with ritual afforded to those of chiefly status, the body of Taiteariki was interred upon Ruapehu at a wahi tapū known as Te Pātatau o Te Rangi (referred to in the waiata, 'Kaore Te Aroha').

The killing of Taiteariki made the area sacred, hence the name Te Onetapu - The Sacred Sands - was applied to the wider area.

Te Onetapu along with Nukuhau and Te Roro o Taiteariki are ancient sites used to describe the north-western boundary. During the investigation of title of the Rangipō-Waiū block both Winiata Te Pūhaki of Ngāti Rangituhia and Te Keepa made mention of Te Roro o Taiteariki in their recitals of the block boundaries:

Pou-a-Tamuringa at Hautapu, thence to Okurukuru, to Mangahohonu, Mangaraurekau, to Moawhangoiti river thence along that river to its junction with Moawhangonui thence along that river passing Maungariri, Te Rei, Huriwaka, Takapu-o-te-kotuku, Maniako, Kaikoura, Te Apiti, Te Whitingara, Okura, places on its banks until it meets the Mangaio river, then following Mangaio to Puketurua, thence striking across the Whangaehu river at Te Atua-o-te-rahui, at the bend of the river; thence to Te Onetapu on the Waikato, thence to Te Roro-o-Taiteariki, thence to Nukuhau; Mākahikatoa along the boundary crossing the Whangaehu to Pou-a-Poto, thence to Waitangi crossing it to Makiokio stream and to the commencement at Te Pou-a-Tamuringa.

Te Pūhaki stated:

Pou-a-Tamuringa; Okurukuru; Mangahohonu; Mangaraureka; Te Kurae; source of Moawhangoiti; along that river; then along Moawhangonui; Mounganui; Takapoukura; Te Rei; Huriwaka; Takapu-o-te-kotuku; Manaiko; Kaikoura; Te Apiti; Whitingara; Okura; mouth of Mangaio; along Mangaio to Ngapuketurua; Te Atua-o-te-rahui on Whangaehu; along road to Waikato; crossing it there to Te Roro-o-Taiteariki; follows survey line to Nukuhau; then to Mākahikatoa, then along survey line of Murimotu to Te Pou-a-Tamuringa.

Both above and below the surface of Te Onetapu are natural resources important to Ngāti Rangi. These include kōkōwai (red ochre), neinei riki (fibre used for weaving) and various types of rock. Of special importance are the springs that bubble up from the vast artesian aquifer, known as Te Wai Hohonu - he moana ki raro whenua. Spiritual guardians are present, known and communicated with by members of the iwi.

2: STATEMENTS OF ASSOCIATION

Another significant wāhi tapu within Te Onetapu is Ngā Motu a Taka, often referred to by Army personnel as 'Ghost Bush'. As the name suggests, Ngā Motu a Taka is comprised of a number of native motu (bushes). Amongst the barren rocky landscape at the foot of Ruapehu, these motu were a source of food and, if necessary, shelter. During the summer months the area is spectacular.

The Tomowai are an important spring source located on Te Onetapu. The springs fall into the Whangaehu River. The Tomowai has been described as being a 'portal' for both the spiritual and the physical. The Tomowai was used in the performance of 'tohi' rites.

A number of cultural resources are located in their vicinity where everything is vibrant but miniature. Amongst them are neinei riki - the mountain desert equivalent of the much larger Dracophyllum varieties found in other areas. Neinei is used by weavers to create garments. A large source of kōkōwai (red ochre) is found in the vicinity of these springs. Scientifically, kōkōwai is the combination of soil or clay, iron oxide and other chemicals that may be present.

Through the cultural lens, kōkōwai represents the sacred blood of Ranginui and Papatuanuku that was spilt at the time of their separation. The hue of the kōkōwai in the vicinity of the springs appears to vary from an orange-red to red-brown. Traditionally kōkōwai was dried, ground and mixed with hinu. It was used for personal adornment, particularly by the ariki and rangatira to denote their authority. Kōkōwai on an ariki was used to indicate tapu. Furthermore, kōkōwai was used to colour and preserve waka, implements, kōwhaiwhai, and carvings. It was also used by weavers to dye muka for tāniko and other items. Today kōkōwai is considered a taonga, a treasure, an important cultural resource prized in particular by artists.

Ngāti Rangi acknowledges the mana whenua of Ngāti Tūwharetoa in relation to this site, as agreed between Ngāti Rangi and Ngāti Tūwharetoa for the purpose of Treaty settlement.

Pākohe, onewa and matā

PĀKOHE - Argillite	
Significance	Pākohe is a key taonga for Ngāti Rangi and the Whanganui group as it is a symbol that connects to the Poutini-Waitaiki pakimaero where each place these two tipua visited a taonga rock was left there and Pākohe is one of these taonga. Ngāti Rangi state that Waitaiki originates on Ruapehu and this connects Ngāti Rangi directly to both Pākohe and Matā that are found within the Ngāti Rangi rohe.
Uses	For weapons, taonga and tools.
Where it can be found in the Ngāti Rangi rohe	Principally in the western area of Ngāti Rangi's rohe.
How it is gathered	Extracted from out of rivers.
Any other points to note	Pākohe is even more accessible on the Whanganui River and this highlights the connection between Ngāti Rangi and its Whanganui relatives. This stone is the 'pounamu' of the Whanganui tribes.

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

2: STATEMENTS OF ASSOCIATION

MATĀ - Black obsidian	
Significance	Matā is a key taonga for Ngāti Rangi and the Whanganui group as it is a symbol that connects to the Poutini-Waitaiki pakimaero where each place these two tipua visited a taonga rock was left there and Matā is one of these taonga. Ngāti Rangi state that Waitaiki originates on Ruapehu and this connects Ngāti Rangi directly to both Pākohe and Matā that are found within the Ngāti Rangi rohe.
Uses	For taonga and tools, particularly for kōhaehae practices as part of the mourning process.
Where it can be found in the Ngāti Rangi rohe	On Ruapehu, mainly on the eastern side, above the bush line.
How it is gathered	Extracted from the maunga and in areas of the maunga where the rocks would flake off through frost and ice.
ONEWA - Basalt/ Greywacke	
Significance	This rock was the most accessible stone for tool and weapon creation within the Ngāti Rangi rohe.
Uses	For weapon and tool use.
Where it can be found in the Ngāti Rangi rohe	Throughout the rohe.
How it is gathered	From either rivers or on the maunga where easily fashioned stones can be extracted from areas where cliff faces break off as a result of frost and ice.
Any other points to note	Whānau have taonga in their possession today made out of onewa.

3. DEEDS OF RECOGNITION

**3.1 DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION
AND THE DIRECTOR-GENERAL**

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR GENERAL

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:
 - 1.1.1 **Ngāti Rangī** (the settling group); and
 - 1.1.2 the trustees of **Te Tōtarahoe o Paerangi Trust** (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical and traditional association with the following areas (the statutory areas):
 - 1.2.1 Part of Upper Waikato Stream; and
 - 1.2.2 Part of Ngaurukehu Scientific Reserve.
- 1.3 Those statements of association are:
 - 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the Ngāti Rangī Claims Settlement Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
 - 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
 - 2.2.3 preparing a non-statutory plan, strategy, programme or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants;
 - (b) to eradicate pests, weeds, or introduced species;
 - (c) to assess current and future visitor activities;
 - (d) to identify the appropriate number and type of concessions;

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR GENERAL

- 2.2.4 preparing a non-statutory plan, strategy or programme to protect and manage a statutory area that is a river; and
 - 2.2.5 locating or constructing structures, signs or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to enable them to make informed decisions.

3 LIMITS

- 3.1 This deed:
 - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 does not require the Crown to undertake, increase or resume any identified activity; and
 - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.4 is subject to the settlement legislation.

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if:
 - 4.1.1 the governance entity, the Minister of Conservation and the Director-General of Conservation agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Operations Manager
Department of Conservation
Conservation House
Whare Kaupapa Atawhai
18-32 Manners Street
PO Box 10 420
The Terrace
Wellington 6143

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR GENERAL

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed:

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [**date**] between the settling group, the governance entity, and the Crown; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

governance entity has the meaning given to it by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

Minister means the Minister of Conservation; and

settling group and **Ngāti Rangi** have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

- 9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

- 9.2 Headings do not affect the interpretation.

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR GENERAL

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to:

9.8.1 this deed or any other document means this deed or that document as amended, novated or replaced; and

9.8.2 legislation means that legislation as amended, consolidated or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [***date***]

SIGNED for and on behalf of)
THE CROWN by the Minister)
of Conservation, in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR GENERAL

SIGNED for and on behalf of)
THE CROWN by the Director-General)
of Conservation, in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR GENERAL

Schedule

Copies of Statements of Association

Part of Ngaurukehu Scientific Reserve (as shown on deed plan OTS-083-012)

This Scientific Reserve is important to Ngāti Rangi because the kāinga of Kōkako is partly situated on the reserve. Kōkako is the site of the famous inter-iwi land meeting held in 1860 to promote the retention of land and to reject any attempts to sell land.

This hui was called by Hori Kīngi Te Anaua and hosted by Ngāti Rangi along with the greater Whanganui Confederation including the Te Anaua family, Tōpia Tūroa, Te Oti Pohe and others.

It was noted in the Native Land Court that:

Hori Kingi convened the meeting at Kokako in 1860. Hemi, Pirika, Te Meihana, Te Oti Pohe, also took part in calling the meeting.

The meeting was to lay down the boundary of the land belonging to the Whanganui people.

The line was laid because the Ngati Apa were selling their lands, also the Ngati Raukawa, Ngati Te Upokoiri in with Ngati Kahungunu. And because some of the Ngati Whiti and Ngati Tama had intermingled the Ngati Kahungunu and Ngati Te Upokoiri - in agreeing to sell the land. And because Tuwharetoa was joining the King.

Te Keepa notes elsewhere:

I went to the Kokako meeting with 400 of our party. Te Oti, Te Puhaki, Pirika, Hupine, Te Koro and many others were living there permanently. Waiata Puhaki was also living there. The meeting was in 1860. The people of Taupo, Ngati Whiti, Ngati Tama, Ngati Kahungunu, Nga Wairiki and ourselves were present.⁴

Mereaina Te Rauāngina of Ngāti Rangi also noted:

I was present also at the great meeting held at Kokako. Hori Kingi then said his boundary was at Moawhango and none of the chiefs had a word to say, respecting that the line of Hori Kingi's, which was an ancestral boundary. The land on the western side of the Moawhango river was under the mana of the Whanganui's.⁵

It is also key to note that from the Kōkako Hui, a number of houses were erected by Tōpia Tūroa, Te Oti Pohe and others with Ngāti Rangi whakapapa. One of these houses, Te Ika-a-Maui, now stands at Rātana Pā and is known as Whare Māori. It is the small carved house across from the Manuao. The gifting of this house is associated with the descendants of Tōpia Tūroa.

⁴ Taupo MB2, p144

⁵ Evidence of Mereaina Rauangina. Whanganui MB10, p.149

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR GENERAL

Ngāti Rangi consider Ngāurukehu should be two words, Ngā Urukehu. Ngā Urukehu is a reference to fair haired patupaiarehe that roam the area.

Part of Upper Waikato Stream (as shown on deed plan OTS-083-015)

According to Ngāti Rangi traditions, in the creation of Te Kāhui Maunga, Ruapehu was placed on the belly of the land to quell the thrashing of Te Ika A Maui (the Great Fish of Maui). Ruapehu, otherwise known as Matua Te Mana (the Absolute in Power and Authority) was placed on Te Ika by Ranginui (the Sky Father). However, after a time, Ruapehu became very lonely with his solitary role. Seeing this loneliness of Ruapehu, Ranginui cried two tears which fell upon the slopes of Ruapehu. One of those tears, became the Waikatoiti.

Though the physical start of the Waikatoiti is on Te Onetapu, the source of Waikatoiti is at Nukuhau which is a small peak near the outlet of Te Wai-a-moe and the source of the Whangaehu River. This is noted in the waiata 'Tēnei au te noho nei i te paepae o taku piringa whare':

'Kei eneene te wai ki Nukuhau' - It is at Nukuhau where the waters are separated

This is a reference to the separation of the Waikatoiti sweet waters (fresh water) and Whangaehu River bitter waters (sulphuric water). Nukuhau is also a name of a rock formation near the physical source of the Waikatoiti. The Waikatoiti is also acknowledged as a key boundary for the Ngāti Rangi tribes:

This land belonged to my ancestors. The boundary given by Meiha Keepa, along the Moawhango, was boundary. Pou a Tama Ringa [Te Pou-a-Tamuringa], Okurukuru, Mangahohonu, Mangaraureka, Te Kurae, source of Moawhangoiti, along that river then along Moawhango, Maunganui, Takapokura, Te Rei, Huriwaka, Takapukotuku, Manaiko, Kaikoura Te Apiti, Whitingara, Okura, mouth of Mangaio, along Mangaio to Ngapuketurua, Te Atua Te Rahi on Whangaehu, along road to Waikato, crossing it, then to Te Roro o Tai Te Ariki, follows survey line to Nukuhau, then to Makahikatoa, then along survey line of Murimotu to Te Pou A Tamuringa.⁶

Ngāti Rangi acknowledges the mana whenua of Ngāti Tūwharetoa in relation to this site, as agreed between Ngāti Rangi and Ngāti Tūwharetoa for the purpose of Treaty settlement.

⁶ 25 April 1881 evidence of Winiata Te Puhaki, Rangipo Waiu case, NLC Taupo MB2 p114

**3.2 DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS -
PART OF HAUTAPU RIVER AND PART OF TURAKINA RIVER**

**3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - PART OF
HAUTAPU RIVER AND PART OF TURAKINA RIVER**

THIS DEED is made by **THE CROWN** acting by the *Commissioner of Crown Lands*

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:
 - 1.1.1 **Ngāti Rangī** (the settling group); and
 - 1.1.2 the trustees of **Te Tōtarahoe o Paerangi Trust** (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical and traditional association with the following areas (the statutory areas):
 - 1.2.1 Part of Hautapu River (as shown on deed plan OTS-083-009); and
 - 1.2.2 Part of Turakina River (as shown on deed plan OTS-083-017).
- 1.3 Those statements of association are:
 - 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the Ngāti Rangī Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
 - 2.2.1 Considering an application for a right of use or occupation (including renewing such a right):
 - 2.2.2 Preparing a plan, strategy, or programme for protection and management;
 - 2.2.3 Conducting a serbey to identify the number and type of users that may be appropriate:
 - 2.2.4 Preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1:
 - 2.3.1 provide the governance entity with sufficient information to enable them to make informed decisions, and

**3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS – PART OF HAUTAPU RIVER
AND PART OF TURAKINA RIVER**

- 2.3.2 Inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within or relating to, the application.

3 LIMITS

3.1 This deed:

- 3.1.1 relates only to the part or parts of the statutory areas owned and managed by the Crown; and
- 3.1.2 relates only to the part or parts of the statutory areas that are land that the waters of the river cover at their fullest flow without overlapping their banks; and
- 3.1.3 does not:
- (a) relate to the waters of the river; and
 - (b) relate to the part or parts of the bed of an artificial watercourse or tributary; and
 - (c) require the Crown to undertake, increase or resume any identified activity; and
 - (d) prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.4 is subject to the settlement legislation; and
- 3.1.5 except as otherwise set out in clause 2.1, does not:
- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
 - (b) affect the lawful rights or interests of any person; or
 - (c) grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
 - (d) prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if:

- 4.1.1 the governance entity, the Commissioner of Crown Lands agree in writing; or
- 4.1.2 the relevant area is disposed of by the Crown; or

**3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS – PART OF HAUTAPU RIVER
AND PART OF TURAKINA RIVER**

- 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the General Matters Schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands
Land Information New Zealand
Level 7, Radio New Zealand House
155 The Terrace
PO Box 5501
Wellington 6145

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed:

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1968; and

Crown means Her Majesty the Queen in right of New Zealand; and deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [date] between the settling group, the governance entity, and the Crown; and

governance entity has the meaning given to it by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

settling group and **Ngāti Rangī** have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

**3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS – PART OF HAUTAPU RIVER
AND PART OF TURAKINA RIVER**

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to:

9.8.1 this deed or any other document means this deed or that document as amended, novated or replaced; and

9.8.2 legislation means that legislation as amended, consolidated or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

**3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS – PART OF HAUTAPU RIVER
AND PART OF TURAKINA RIVER**

SIGNED as a deed on [***date***]

SIGNED for and on behalf of)
THE CROWN by the Commissioner of)
Crown Lands, in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

**3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS – PART OF HAUTAPU RIVER
AND PART OF TURAKINA RIVER**

Schedule

Copies of Statements of Association

Part of Hautapu River (as shown on deed plan **OTS-083-009**);

For Ngāti Rangi, the name 'Hautapu' refers to the sacred winds of the kaitiaki, Peketahi, who frequents the Hautapu catchment. The name can also be taken as a reference to the sacred winds that come off the mountains.

The Hautapu River starts as a stream at a spring to the south of Waiū pā in the Rangipō-Waiū block. This spring is known as Hautapu. West of the Hautapu spring, the second major tributary of the Hautapu River starts at a spring named Hautapurua, (this loosely translates to 'the second part to the Hautapu'). Hautapurua joins the Hautapu Stream before it meets the Waiouru Stream and becomes the Hautapu River.

The junction where the Waiouru and Hautapu Streams meet is known as Ngā Wai o Taketake. Taketake was a Ngāti Rangi tupuna who resided in the area. Taketake is an ancient tupuna who was from the time prior to Taiwiri.

Downstream from Ngā Wai o Taketake, Te Pou o Tāmuringa is between Ngā Hiwi o Taketake (on true right bank) and Te Whakatara o Paerangi (on the true left bank). The actual location is between the first and second railway crossings over the Hautapu River from its source. This pou was a tribal marker during the time of Te Keepa and gained prominence as a result of Te Keepa's attempts to halt land sales.

At the base of Te Whakatara o Paerangi and as part of the Hīhītahi Reserve is a hillock, named Ōtahupītara. This is the resting place of Tamarongo, a renowned Ngāti Rangituhia chief.

Further downstream beyond the large waterfall at Tūrangārere is Kōkako, the site of the 1860 hui called by Hori Kīngi Te Anaua and hosted by Ngāti Rangi along with the rest of Whanganui including the Te Anaua family, Tōpia Tūroa, Te Oti Pohe and others. This is noted by Te Keepa:

Hori Kingi called the meeting at Kokako; fixed his boundary from Kaiwhaiki thence to Hoho thence to Kiekie; then to Hautapu; then to Tikirere; thence to Huriwaka; along the stream of Moawhango, thence to the mouth of the Mangaio thence to Ngapuketuroa thence to Roro-o-Tai Te Ariki; then bends to Ruapehu.

Hori did this because some of the people had joined the King and others had sold their lands.

There are also many references to the Hautapu River as a key source of kai. For example:

- Mangahohonu runs into Hautapu and contains eels. Maungaraurekau is also a stream containing eels. Waitaringa contains eels and runs into Hautapu. It runs out of a lake which contains eels - Ngamatea.
- Mangahohonu runs into Hautapu and contains eels.

**3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS – PART OF HAUTAPU RIVER
AND PART OF TURAKINA RIVER**

Part of Turakina River (as shown on deed plan **OTS-083-017**);

Turakina is named by the famous explorer Hau who named most of the rivers from Whenuakura to Porirua. Turakina is a reference to Hau hearing a large tree falling as he was about to cross the river, the quote is:

'Turakina te rākau ko Turakina' - The tree crashes down and I name this river Turakina.

The source of the river is in the Raketapauma block and the source is named Ngā Mimi-a-Te-Huiatahi and the river spouts out of a rock like someone urinating.

**3.3 DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF
TE WAIŪ-O-TE-IKA**

3.3: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA

THIS DEED is made by **THE CROWN** acting by *the Commissioner of Crown Lands*

1 INTRODUCTION

- 1.1 The Crown has granted this deed in favour of the [River Entity] ([the Entity]) as part of the natural resources arrangements provided in a deed of settlement with Ngāti Rangī.
- 1.2 Ngā Iwi o Te Waiū-o-te-Ika contributed to the development of the Te Waiū-o-te-Ika Framework and agree that it represents the collective cultural, spiritual, historical and traditional associations with Te Waiū-o-te-Ika.
- 1.3 This deed relates to the following area (the statutory area):
 - 1.3.1 the beds of Te Waiū-o-te-Ika, as specified in paragraph (d) of the definition of Te Waiū-o-te-Ika.
- 1.4 the definition of Te Waiū-o-te-Ika is:
 - 1.4.1 set out in the General Matters Schedule of the deed of settlement; and
 - 1.4.2 copied, for ease of reference, in the schedule to this deed.
- 1.5 The Te Waiū-o-te-Ika Framework is:
 - 1.5.1 set out in clauses 7.1 – 7.4 of the deed of settlement; and
 - 1.5.2 copied, for ease of reference, in schedule to this deed.
- 1.6 The Crown has acknowledged the Te Waiū-o-te-Ika Framework in the Ngāti Rangī Claims Settlement Act [year], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of [the Entity] concerning the Te Waiū-o-te-Ika Framework as it relates to the statutory area.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
 - 2.2.1 Considering an application for a right of use or occupation (including renewing such a right);
 - 2.2.2 Preparing a plan, strategy, or programme for protection and management;
 - 2.2.3 Conducting a survey to identify the number and type of users that may be appropriate; and
 - 2.2.4 Preparing a programme to eradicate noxious flora or fauna.

3.3: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA

2.3 The Commissioner of Crown Lands must, when consulting [the Entity] under clause 2.1:

2.3.1 provide [the Entity] with sufficient information to enable them to make informed decisions, and

2.3.2 inform the [the Entity] of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

3.1 This deed:

3.1.1 relates only to the part or parts of the statutory areas owned and managed by the Crown; and

3.1.2 relates only to the part or parts of a statutory areas that are land that the waters of the river cover at their fullest flow without overlapping their banks; and

3.1.3 does not:

(a) relate to the waters of the river; and

(b) relate to the part or parts of the bed of an artificial watercourse or tributary; and

(c) require the Crown to undertake, increase or resume any identified activity; and

(d) prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.4 is subject to the settlement legislation; and

3.1.5 except as otherwise set out in cl 2.1, does not:

(a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and

(b) affect the lawful rights or interests of any person; or

(c) grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and

(d) prevent the Crown from entering into a Deed of Recognition with a person or persons other than [the Entity] in relation to a statutory area.

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if:

4.1.1 [the Entity] and the Commissioner of Crown Lands agree in writing; or

3.3: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA

- 4.1.2 the relevant area is disposed of by the Crown; or
- 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure [the Entity] continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

- 5.1 Notices to [the Entity] and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands
Level 7, Radio New Zealand House
155 The Terrace
PO Box 5501
Wellington 6145

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by [the Entity] and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

- 7.1 [The Entity] may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed:

beds mean land that the waters of Te Waiū-o-te-Ika cover at its fullest flow without flowing over its banks; and

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1968; and

Crown means Her Majesty the Queen in right of New Zealand; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [**date**] between the settling group and the Crown; and

[the River Entity] and [the Entity] have the meaning given to them by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

3.3: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA

settlement legislation means the Act referred to in clause 1.4; and

statutory area means an area referred to in clause 1.3, the general location of which is within the Te Waiū-o-te-Ika catchment indicated on the deed plan OTS 083-020, but which does not establish the precise boundaries of the statutory area; and

Te Waiū-o-te-Ika Framework means the statutory recognition and principles in the clauses 7.1 to 7.4 in the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to:

9.8.1 this deed or any other document means this deed or that document as amended, novated or replaced; and

9.8.2 legislation means that legislation as amended, consolidated or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

3.3: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA

SIGNED as a deed on [***date***]

SIGNED for and on behalf of)
THE CROWN by the Commissioner of)
Crown Lands, in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address

3.3: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA

Schedule

Copy of Definition of Te Waiū-o-te-Ika and Te Waiū-o-te-Ika Catchment

Te Waiū-o-te-Ika means:

- (a) the body of water known as the Whangaehu River that flows continuously or intermittently from its headwaters to the mouth of the Whangaehu River on the Tasman Sea and is located within Te Waiū-o-te-Ika catchment; and
- (b) all tributaries, streams, and other natural water courses that flow continuously or intermittently into the body of water described in para (a) and are located within Te Waiū-o-te-Ika catchment; and
- (c) all lakes and wetlands connected continuously or intermittently with the bodies of water referred to in paras (a) and (b) and all tributaries, streams, and other natural watercourses flowing into those lakes and wetlands; and
- (d) the beds of the bodies of water described in paras (a) to (c); and
- (e) to avoid doubt, this includes the beds and bodies of water that are dry as a result of artificial diversions; and

Te Waiū-o-te-Ika catchment means the area shown on deed plan **OTS-083-020**.

Copy of Te Waiū-o-te-Ika Framework

Te Waiū-o-te-Ika recognition

- 1) Nō te kawa ora te ara o Te Waiū-o-te-Ika me ōna tāngata ki te mana o Tawhitorangi i heke iho i te Punga-o-ngā-rangi, inā:
 - a) Te Kawa Ora:
 - b) Te Mouri Ora:
 - c) Te Manawa Ora:
 - d) Te Wai Ora:
 - e) Te Waiū-o-te-Ika.
- 2) Te Waiū-o-te-Ika is a living and indivisible whole from Te Wai-ā-Moe to the sea, comprising physical (including mineral) and metaphysical elements, giving life and healing to its surroundings and communities.
- 3) In this section, **Te Wai-ā-Moe** means the Crater Lake, Mount Ruapehu.

3.3: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA

Te Waiū-o-te-Ika principles

The Te Waiū-o-te-Ika principles are the intrinsic values that represent the essence of Te Waiū-o-te-Ika, namely—

- 1) *Ko te Kāhui Maunga te mā tāpuna o te ora*: The sacred mountain clan, the source of Te Waiū-o-te-Ika, the source of life:

Hapū, iwi, and all communities draw sustenance and inspiration from the river's source on Ruapehu and extending to all reaches of the catchment.

- 2) *He wai-ariki-rangi, he wai-ariki-nuku, tuku iho, tuku iho*: An interconnected whole; a river revered and valued from generation down to generation:

Hapū, iwi, and all communities are united in the best interests of the indivisible river as a gift to the future prosperity of our mokopuna.

- 3) *Ko ngā wai tiehu ki ngā wai riki, tuku iho ki tai hei waiū, hei wai tōtā e*: Living, nurturing waters, providing potency to the land and its people from source to tributary to the ocean:

Hapū, iwi, and all communities benefit physically, spiritually, culturally and economically where water and its inherent life supporting capacity is valued and enhanced.

- 4) *Kia hua mai ngā kōrero o ngā wai, kia hua mai te wai ora e*: The latent potential of Te Waiū-o-te-Ika, the latent potential of its hapū and iwi:

Uplifting the mana of Te Waiū-o-te-Ika in turn uplifts the mana of its hapū and iwi leading to prosperity and growth for hapū and iwi.

**3.4 DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF
TE WAIŪ-O-TE-IKA WITHIN THE NGĀTI RANGI AREA OF INTEREST**

**3.4: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA
WITHIN THE NGĀTI RANGI AREA OF INTEREST**

THIS DEED is made by **THE CROWN** acting by *the Commissioner of Crown Lands*

1 INTRODUCTION

- 1.1 The Crown has granted this deed in favour of the trustees of Te Tōtarahoe o Paerangi Trust (the governance entity) as part of the natural resources arrangements provided in a deed of settlement with the iwi and hapū of Ngāti Rangi (the settling group).
- 1.2 Ngāti Rangi Trust contributed to the development of the Te Waiū-o-te-Ika Framework on behalf of the settling group and agree that it represents their cultural, spiritual, historical and traditional associations with Te Waiū-o-te-Ika.
- 1.3 This deed relates to the the following area (the statutory area):
 - 1.3.1 the beds of Te Waiū-o-te-Ika, as specified in paragraph (d) of the definition of Te Waiū-o-te-Ika, to the extent they are within the Ngāti Rangi Area of Interest.
- 1.4 the definition of Te Waiū-o-te-Ika is:
 - 1.4.1 set out in the General Matters Schedule of the deed of settlement; and
 - 1.4.2 copied, for ease of reference, in the schedule to this deed.
- 1.5 The Te Waiū-o-te-Ika Framework is:
 - 1.5.1 set out in clauses 7.1 - 7.4 of the deed of settlement; and
 - 1.5.2 copied, for ease of reference, in schedule to this deed.
- 1.6 The Crown has acknowledged the Te Waiū-o-te-Ika Framework in the Ngāti Rangi Claims Settlement Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of governance entity concerning the Te Waiū-o-te-Ika Framework as it relates to the statutory area.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
 - 2.2.1 Considering an application for a right of use or occupation (including renewing such a right);
 - 2.2.2 Preparing a plan, strategy, or programme for protection and management;
 - 2.2.3 Conducting a survey to identify the number and type of users that may be appropriate; and
 - 2.2.4 Preparing a programme to eradicate noxious flora or fauna.

**3.4: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA
WITHIN THE NGĀTI RANGI AREA OF INTEREST**

- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1:
- 2.3.1 provide the governance entity with sufficient information to enable them to make informed decisions, and
 - 2.3.2 inform the the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

- 3.1 This deed:
- 3.1.1 relates only to the part or parts of the statutory areas owned and managed by the Crown; and
 - 3.1.2 relates only to the part or parts of a statutory areas that are land that the waters of the river cover at their fullest flow without overlapping their banks; and
 - 3.1.3 does not:
 - (a) relate to the waters of the river; and
 - (b) relate to the part or parts of the bed of an artificial watercourse or tributary; and
 - (c) require the Crown to undertake, increase or resume any identified activity; and
 - (d) prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.4 is subject to the settlement legislation; and
 - 3.1.5 except as otherwise set out in cl 2.1, does not:
 - (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
 - (b) affect the lawful rights or interests of any person; or
 - (c) grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
 - (d) prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

**3.4: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA
WITHIN THE NGĀTI RANGI AREA OF INTEREST**

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if:

4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands
Level 7, Radio New Zealand House
155 The Terrace
PO Box 5501
Wellington 6145

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

8.1 In this deed:

beds mean land that the waters of Te Waiū-o-te-Ika cover at its fullest flow without flowing over its banks; and

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1968; and

Crown means Her Majesty the Queen in right of New Zealand; and

deed means this deed of recognition as it may be amended from time to time; and

**3.4: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA
WITHIN THE NGĀTI RANGI AREA OF INTEREST**

deed of settlement means the deed of settlement dated [**date**] between the settling group and the Crown; and

governance entity has the meaning given to it by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

settlement legislation means the Act referred to in clause 1.4; and

settling group and **Ngāti Rangi** have the meaning given to them by the deed of settlement; and

statutory area means an area referred to in clause 1.3, the general location of which is within the area where the Te Waiū-o-te-Ika catchment overlaps with the Ngāti Rangi area of interest. That area is indicated on the deed plan OTS-083-032, but which does not establish the precise boundaries of the statutory area; and

Te Waiū-o-te-Ika Framework means the statutory recognition and principles in the clauses 7.1 to 7.4 in the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to:

9.8.1 this deed or any other document means this deed or that document as amended, novated or replaced; and

9.8.2 legislation means that legislation as amended, consolidated or substituted.

**3.4: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA
WITHIN THE NGĀTI RANGI AREA OF INTEREST**

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [***date***]

SIGNED for and on behalf of
THE CROWN by the
Commissioner of Crown Lands
in the presence of:

)
)
)
)

Signature of Witness

Witness Name

Occupation

Address

**3.4: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA
WITHIN THE NGĀTI RANGI AREA OF INTEREST**

Schedule

Copy of Definition of Te Waiū-o-te-Ika

Te Waiū-o-te-Ika means

- (a) the body of water known as the Whangaehu River that flows continuously or intermittently from its headwaters to the mouth of the Whangaehu River on the Tasman Sea and is located within Te Waiū-o-te-Ika catchment; and
- (b) all tributaries, streams, and other natural water courses that flow continuously or intermittently into the body of water described in para (a) and are located within Te Waiū-o-te-Ika catchment; and
- (c) all lakes and wetlands connected continuously or intermittently with the bodies of water referred to in paras (a) and (b) and all tributaries, streams, and other natural watercourses flowing into those lakes and wetlands; and
- (d) the beds of the bodies of water described in paras (a) to (c); and
- (e) to avoid doubt, this includes the beds and bodies of water that are dry as a result of artificial diversions; and

Copy of Te Waiū-o-te-Ika Framework

Te Waiū-o-te-Ika recognition

- 1) Nō te kawa ora te ara o Te Waiū-o-te-Ika me ōna tāngata ki te mana o Tawhitorangi i heke iho i te Punga-o-ngā-rangi, inā:
 - a) Te Kawa Ora:
 - b) Te Mouri Ora:
 - c) Te Manawa Ora:
 - d) Te Wai Ora:
 - e) Te Waiū-o-te-Ika.
- 2) Te Waiū-o-te-Ika is a living and indivisible whole from Te Wai-ā-Moe to the sea, comprising physical (including mineral) and metaphysical elements, giving life and healing to its surroundings and communities.
- 3) In this section, **Te Wai-ā-Moe** means the Crater Lake, Mount Ruapehu.

**3.4: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS - BEDS OF TE WAIŪ-O-TE-IKA
WITHIN THE NGĀTI RANGI AREA OF INTEREST**

Te Waiū-o-te-Ika principles

The Te Waiū-o-te-Ika principles are the intrinsic values that represent the essence of Te Waiū-o-te-Ika, namely—

- 1) *Ko te Kāhui Maunga te mā tāpuna o te ora*: The sacred mountain clan, the source of Te Waiū-o-te-Ika, the source of life:

Hapū, iwi, and all communities draw sustenance and inspiration from the river's source on Ruapehu and extending to all reaches of the catchment.

- 2) *He wai-ariki-rangi, he wai-ariki-nuku, tuku iho, tuku iho*: An interconnected whole; a river revered and valued from generation down to generation:

Hapū, iwi, and all communities are united in the best interests of the indivisible river as a gift to the future prosperity of our mokopuna.

- 3) *Ko ngā wai tiehu ki ngā wai riki, tuku iho ki tai hei waiū, hei wai tōtā e*: Living, nurturing waters, providing potency to the land and its people from source to tributary to the ocean:

Hapū, iwi, and all communities benefit physically, spiritually, culturally and economically where water and its inherent life supporting capacity is valued and enhanced.

- 4) *Kia hua mai ngā kōrero o ngā wai, kia hua mai te wai ora e*: The latent potential of Te Waiū-o-te-Ika, the latent potential of its hapū and iwi:

Uplifting the mana of Te Waiū-o-te-Ika in turn uplifts the mana of its hapū and iwi leading to *prosperity and growth for hapū and iwi*.

3.5 DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

THIS DEED is made by **THE CROWN** acting by the Chief of Defence Force

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
 - 1.1.1 **Ngāti Rangī** (the settling group); and
 - 1.1.2 **Te Tōtarahoe o Paerangi Trust** (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
 - 1.2.1 Auahitōtara Pā (as shown on deed plan **OTS-083-008**):
 - 1.2.2 Part of Moawhango River (as shown on deed plan **OTS-083-010**):
 - 1.2.3 Part of Ngāmatea Swamp (as shown on deed plan **OTS-083-011**):
 - 1.2.4 Te Onetapu (Rangipō Desert) (as shown on deed plan **OTS-083-016**):
 - 1.2.5 Part of Upper Waikato Stream (as shown on deed plan **OTS-083-015**).
- 1.3 Those statements of association are –
 - 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the Ngāti Rangī Claims Settlement Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Chief of Defence Force must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
 - 2.2.1 preparing a plan, strategy, or programme for protection and management:
 - 2.2.2 preparing a programme to eradicate noxious flora and fauna:
 - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants:
 - (b) to eradicate pests, weeds, or introduced species:

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

- (c) to mitigate any environmental impacts:
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Chief of Defence Force must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

- 3.1 This deed –
 - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 if it relates to a river –
 - (a) it does not relate to the waters of the river; and
 - (b) it relates only to the part or parts of the bed of the river that -
 - (i) are owned and managed by the Crown; and
 - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
 - (iii) are not the bed of an artificial watercourse or tributary; and
 - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.5 is subject to the settlement legislation; and
 - 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
 - 3.1.7 does not affect the lawful rights or interests of any person; or
 - 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area;
 - 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area; and
 - 3.1.10 does not inhibit the operational activities of the New Zealand Defence Force.

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if –
- 4.1.1 the governance entity and the Chief of Defence Force agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Chief of Defence Force to another Crown official and/or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

New Zealand Defence Force
Freyberg Building
20 Aitken Street
Wellington

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Chief of Defence Force.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed –

Chief of Defence Force means the officer of the Armed Forces appointed by the Governor-General to be the Chief of Defence Force under section 8 of the Defence Act 1990; and

Crown means Her Majesty the Queen in right of New Zealand; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [**date**] between the settling group, the governance entity, and the Crown; and

governance entity has the meaning given to it by the deed of settlement; and

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

identified activities means the activities specified in clause 2.2; and

settling group and **Ngāti Rangi** have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to –

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

SIGNED as a deed on [***date***]

SIGNED for and on behalf of)
THE CROWN by)
[])
The Chief of Defence Force)
in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

SCHEDULE

Copies of Statements of Association

Auahitōtara Pā (as shown on deed plan **OTS-083-008**)

Auahitōtara was one of the permanent residences and a notable pā of the Ngāti Rangi hapū, Ngāti Rangituhia.

'Auahi' means smoke and 'Tōtara' is the native tree which still grows there today. Therefore, the meaning of the name is 'Smoke of the Tōtara Tree'.

The site is a ridge which encompasses the grove of trees (including tōtara) lower down from that ridge. Occupation began in the time of Tūtakaroa, a descendant of Rangituhia. It was occupied by the Ngāti Rangi ancestor, Te Keepa Te Rangihiwini (Te Keepa) also known as Major Kemp, and others.

Auahitōtara was a Ngāti Rangi fighting pā which Ngāti Rangi used to defend their eastern flank. The pā was strategically located on a prominent summit of the ridge, sitting above a natural defense of cliff walls. It was accessible only through a bottlenecked entrance that was easily defensible as a pre-musket war pā. The site also provided panoramic views of the Moawhango River valley and any approaching enemy.

The land at Auahitōtara was used for hunting and cultivations, including crops of potatoes and onions. The closest waterways and eel fishing spots are the Moawhango River, the Waitaringa River, and the head waters of the Waiouru Stream. Provisions for the famous feast Ngarukaiwaka were gathered from Auahitōtara.

The original survey map of the Rangipō-Waiū block shows an old track that led from Murimotu to Auahitōtara and on to Waiū Pā, past Te Rei and Waipuna down towards the Moawhango Stream and beyond.

In 1845, new houses were built to replace the older ones. In 1880, Te Keepa found Te Aropeta Haeretūterangi (Te Aro), another Ngāti Rangi tupuna, at Auahitōtara flying a flag which displayed the union jack. The flag was named Te Rangi Whakaputaia Haeretūterangi. Te Aro raised the flag as a sign of opposition to the attempts of neighbouring iwi to survey the land for the Native Land Court.

The name Auahitōtara, along with Ruapehu, Huriwaka-raiha, Ngā Rimutāmaka and others occur in the Māramatanga waiata 'Tahitahia te Pō'. The waiata was composed in the 1940s and mentions key geographical features in the east and south of Ruapehu. This waiata highlights the significance of this site in the 20th century.

Part of Moawhango River (as shown on deed plan **OTS-083-010**)

The Moawhango River is named for the cry of the moa that once frequented the region. Many moa bones have been found in and around the Moawhango River catchment. It was also a key source of food for the tribes and continues to be fished today.

The Moawhango River starts in the Oruamātua blocks and then forms the boundary of the Rangipō-Waiū block in which the Ngāti Rangituhia hapū of Ngāti Rangi has interests. A key tributary of the Moawhango River is the Moawhangoiti Stream, which is also recognised as a key boundary marker for Ngāti Rangituhia. This is key as these two rivers make up the

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

eastern border of Ngāti Rangi and strengthen the relationship for the Ngāti Rangi people with their relatives of neighbouring hapū/iwi. References to the boundaries are noted as follows:

Keepa then outlined the boundaries of his claim which were confirmed by Winiata Te Pūhaki, who lived at Murimotu and belonged to the Ngāti Rangituhia hapū.

This land belonged to my ancestors. The boundary given by Meiha Keepa, along the Moawhango, was boundary. Point out same boundary on map. Pou a Tama Ringa, Okurukuru, Mangahohonu, Mangaraureka, Te Kurae, source of Moawhangoiti, along that river then along Moawhango, Maunganui, Takapokura, Te Rei, Huriwaka, Takapukotuku, Manaiko, Kaikoura Te Apiti, Whitingara, Okura, mouth of Mangaio, along Mangaio to Ngapuketuru, Te Atua Te Rahi on Whangaehu, along road to Waikato, crossing it, then to Te Roro o Tai Te Ariki, follows survey line to Nukuhau, then to Makahikatoa, then along survey line of Murimotu to Te Pou A Tamuringa.

Pou-a-Tamuringa; Okurukuru; Mangahohonu; Mangaraureka; Te Kurae; source of Moawhangoiti; along that river; then along Moawhanganui; Mounanganui; Takapoukura; Te Rei; Huriwaka; Takapu-o-te-kotuku; Manaiko; Kaikoura; Te Apiti; Whitingara; Okura; mouth of Mangaio; along Mangaio to Ngapuketuru; Te Atua-o-te-rahui on Whangaehu; along road to Waikato; crossing it there to Te Roro-o-Taiteariki; follows survey line to Nukuhau; then to Makahikatoa, then along survey line of Murimotu to Te Pou-a-Tamuringa.

The next witness, Paora Tutawhaa, was of the Ngāti Rangipoutaka hapū and lived at Murimotu. He supported the evidence of Winiata regarding the fighting with another iwi and noted that the links between Ngāti Poutaka and Ngāti Rangituhia were reflected by their joint award of the Murimotu block and their joint occupation elsewhere.

From the days of Rangituhia, the Ngāti Rangi and Ngāti Poutaka have occupied the land south of Waitangi to the Moawhango River.

Part of Ngāmatea Swamp (as shown on deed plan **OTS-083-011**)

The Ngāmatea swamp is located immediately to the south of the Waiouru Township. The swamp is fed by a number of waterways including the Hautapu River, Ngāwhakamarumar Stream, and the Waiouru Stream.

It was a popular eel and game gathering spot. Along with Te Rei, Waipuna, Okurukuru, Auahitōtara, and Waitangi, Ngāmatea was described as one of the permanent residences of Ngāti Rangituhia. Four eel weirs were once at Ngāmatea, their names were Pūreirei, Te Mānuka, Te Harakeke and Te Tī. A kaitiaki in the form of a lizard resides here.

Te Onetapu (Rangipō Desert) (as shown on deed plan **OTS-083-016**)

Te Onetapu (The Sacred Sands) is described as the sandy portion of the Rangipō Desert on the Rangipō-Waiū block. The area became sacred following the killing of the ancestor Taiteariki (an ancient pre-waka ancestor precedes Paerangi by seven generations) at a site located within Te Onetapu (within the current boundary of Tongariro National Park) in the vicinity of the headwaters of the Waikato River and the summit of the Desert Road. Taiteariki was the son of Whiro, after whom Te Karioi nui a Whiro was named. Whiro was a famous navigator from Rarotonga who travelled to Aotearoa prior to the great migration and made the Murimotu District his permanent home. He came in pursuit of the sacred fires of Te Kāhui Maunga.

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

The site of Taiteariki's killing is known as 'Te Roro o Taiteariki' (literally 'the Brains of Taiteariki'). It is a wāhi tapu of immense significance to Ngāti Rangi.

It is said that the name Te Roro o Taiteariki was branded upon the landscape because Taiteariki was killed by his kin folk, the children of Houmea. Houmea was a close relation of Taiteariki. Tura and Rotuhia killed Taiteariki with slings and stones, an act of vengeance for the deaths of Rangitaurewarewa and Rangiwhakarurua, two chiefs of Puhikaiairiki who were killed at Ngā Rimutāmaka.

In accordance with ritual afforded to those of chiefly status, the body of Taiteariki was interred upon Ruapehu at a wahi tapū known as Te Pātatau o Te Rangi (referred to in the waiata, 'Kaore Te Aroha').

The killing of Taiteariki made the area sacred, hence the name Te Onetapu - The Sacred Sands - was applied to the wider area.

Te Onetapu along with Nukuhau and Te Roro o Taiteariki are ancient sites used to describe the north-western boundary. During the investigation of title of the Rangipō-Waiū block both Winiata Te Pūhaki of Ngāti Rangituhia and Te Keepa made mention of Te Roro o Taiteariki in their recitals of the block boundaries:

Pou- a-Tamuringa at Hautapu, thence to Okurukuru, to Mangahohonu, Mangaraurekau, to Moawhangoiti river thence along that river to its junction with Moawhanganui thence along that river passing Maungariri, Te Rei, Huriwaka, Takapu-o-te- kotuku, Maniako, Kaikoura, Te Apiti, Te Whitingara, Okura, places on its banks until it meets the Mangaio river, then following Mangaio to Puketurua, thence striking across the Whangaehu river at Te Atua-o-te-rahui, at the bend of the river; thence to Te Onetapu on the Waikato, thence to Te Roro-o-Taiteariki, thence to Nukuhau; Mākahikatoa along the boundary crossing the Whangaehu to Pou-a-Poto, thence to Waitangi crossing it to Makiokio stream and to the commencement at Te Pou-a-Tamuringa.

Te Pūhaki stated:

Pou-a-Tamuringa; Okurukuru; Mangahohonu; Mangaraureka; Te Kurae; source of Moawhangoiti; along that river; then along Moawhanganui; Mounganui; Takapoukura; Te Rei; Huriwaka; Takapu-o-te-kotuku; Manaiko; Kaikoura; Te Apiti; Whitingara; Okura; mouth of Mangaio; along Mangaio to Ngapuketurua; Te Atua-o-te-rahui on Whangaehu; along road to Waikato; crossing it there to Te Roro-o-Taiteariki; follows survey line to Nukuhau; then to Mākahikatoa, then along survey line of Murimotu to Te Pou-a-Tamuringa.

Both above and below the surface of Te Onetapu are natural resources important to Ngāti Rangi. These include kōkōwai (red ochre), neinei riki (fibre used for weaving) and various types of rock. Of special importance are the springs that bubble up from the vast artesian aquifer, known as Te Wai Hohonu - he moana ki raro whenua. Spiritual guardians are present, known and communicated with by members of the iwi.

Another significant wāhi tapu within Te Onetapu is Ngā Motu a Taka, often referred to by Army personnel as 'Ghost Bush'. As the name suggests, Ngā Motu a Taka is comprised of a number of native motu (bushes). Amongst the barren rocky landscape at the foot of Ruapehu, these motu were a source of food and, if necessary, shelter. During the summer months the area is spectacular.

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

The Tomowai are an important spring source located on Te Onetapu. The springs fall into the Whangaehu River. The Tomowai has been described as being a 'portal' for both the spiritual and the physical. The Tomowai was used in the performance of 'tohi' rites.

A number of cultural resources are located in their vicinity where everything is vibrant but miniature. Amongst them are neinei riki - the mountain desert equivalent of the much larger Dracophyllum varieties found in other areas. Neinei is used by weavers to create garments. A large source of kōkōwai (red ochre) is found in the vicinity of these springs. Scientifically, kōkōwai is the combination of soil or clay, iron oxide and other chemicals that may be present.

Through the cultural lens, kōkōwai represents the sacred blood of Ranginui and Papatuanuku that was spilt at the time of their separation. The hue of the kōkōwai in the vicinity of the springs appears to vary from an orange-red to red-brown. Traditionally kōkōwai was dried, ground and mixed with hinu. It was used for personal adornment, particularly by the ariki and rangatira to denote their authority. Kōkōwai on an ariki was used to indicate tapu. Furthermore, kōkōwai was used to colour and preserve waka, implements, kōwhaiwhai, and carvings. It was also used by weavers to dye muka for tāniko and other items. Today kōkōwai is considered a taonga, a treasure, an important cultural resource prized in particular by artists.

Ngāti Rangi acknowledges the mana whenua of Ngāti Tūwharetoa in relation to this site, as agreed between Ngāti Rangi and Ngāti Tūwharetoa for the purpose of Treaty settlement.

Part of Upper Waikato Stream (as shown on deed plan **OTS-083-015**)

According to Ngāti Rangi traditions, in the creation of Te Kāhui Maunga, Ruapehu was placed on the belly of the land to quell the thrashing of Te Ika A Maui (the Great Fish of Maui). Ruapehu, otherwise known as Matua Te Mana (the Absolute in Power and Authority) was placed on Te Ika by Ranginui (the Sky Father). However, after a time, Ruapehu became very lonely with his solitary role. Seeing this loneliness of Ruapehu, Ranginui cried two tears which fell upon the slopes of Ruapehu. One of those tears, became the Waikatoiti.

Though the physical start of the Waikatoiti is on Te Onetapu, the source of Waikatoiti is at Nukuhau which is a small peak near the outlet of Te Wai-a-moe and the source of the Whangaehu River. This is noted in the waiata 'Tēnei au te noho nei i te paepae o taku piringa whare':

'Kei eneene te wai ki Nukuhau' - It is at Nukuhau where the waters are separated

This is a reference to the separation of the Waikatoiti sweet waters (fresh water) and Whangaehu River bitter waters (sulphuric water). Nukuhau is also a name of a rock formation near the physical source of the Waikatoiti. The Waikatoiti is also acknowledged as a key boundary for the Ngāti Rangi tribes:

This land belonged to my ancestors. The boundary given by Meiha Keepa, along the Moawhango, was boundary. Pou a Tama Ringa [Te Pou-a-Tamuringa], Okurukuru, Mangahohonu, Mangaraureka, Te Kurae, source of Moawhangoiti, along that river then along Moawhango, Maunganui, Takapokura, Te Rei, Huriwaka, Takapukotuku, Manaiko, Kaikoura Te Apiti, Whitingara, Okura, mouth of Mangaio, along Mangaio to Ngapuketurua, Te Atua Te Rahi on Whangaehu, along road to Waikato, crossing it, then

3.5: DEED OF RECOGNITION BY THE CHIEF OF DEFENCE FORCE

to Te Roro o Tai Te Ariki, follows survey line to Nukuhau, then to Makahikatoa, then along survey line of Murimotu to Te Pou A Tamuringa.⁷

Ngāti Rangi acknowledges the mana whenua of Ngāti Tūwharetoa in relation to this site, as agreed between Ngāti Rangi and Ngāti Tūwharetoa for the purpose of Treaty settlement.

⁷ 25 April 1881 evidence of Winiata Te Puhaki, Rangipo Waiu case, NLC Taupo MB2 p114

4. TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [xxx] between Ngāti Rangi 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 "Ministry") will interact with the governance entity on matters specified in the Protocol. These matters are:
 - 1.1.1 Protocol Area - Part 2
 - 1.1.2 Terms of issue - Part 3
 - 1.1.3 Implementation and communication - Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 - Part 6
 - 1.1.7 Effects on Ngāti Rangi interests in the Protocol Area - Part 7
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu - Part 8
 - 1.1.9 Board Appointments - Part 9
 - 1.1.10 National Monuments, War Graves and Historical Graves - Part 10
 - 1.1.11 History publications relating to Ngāti Rangi - Part 11
 - 1.1.12 Cultural and/or Spiritual Practices and professional services - Part 12
 - 1.1.13 Consultation - Part 13
 - 1.1.14 Changes to legislation affecting this Protocol - Part 14
 - 1.1.15 Definitions - Part 15
- 1.2 For the purposes of this Protocol the governance entity is the body representative of Ngāti Rangi who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity 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 the governance entity 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 Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

- 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 the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

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 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section 23(1) of the Ngāti Rangi Claims Settlement Bill (the "Settlement Legislation") that implements the Ngāti Rangi 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 terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol 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 and of the obligations of the Chief Executive under it;
 - 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 the governance entity on the Ministry's website.

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

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 the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rangī 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 Ngāti Rangī origin found anywhere else in New Zealand;
 - 5.1.3 notify the governance entity in writing of its 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 Ngāti Rangī origin found anywhere else in New Zealand;
 - 5.1.4 notify the governance entity in writing of its 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 Ngāti Rangī 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 the governance entity 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 Ngāti Rangī origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Rangī origin found elsewhere in New Zealand

- 5.2. If the governance entity lodges 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 Ngāti Rangī 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 the governance entity's claim of ownership, the Chief Executive will consult with the governance entity 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.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rangī origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Rangi origin found elsewhere in New Zealand

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rangi origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.2 notify the governance entity 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 the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Rangi origin from New Zealand, the Chief Executive will register the governance entity 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 Ngāti Rangi origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity 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 the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. EFFECTS ON NGĀTI RANGI INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Rangi interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Rangi interests in the Protocol Area.

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

- 7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Rangi 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 the governance entity as a Registered Collector of Taonga Tūturu.

9. BOARD APPOINTMENTS

- 9.1 The Chief Executive shall:
- 9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - 9.1.2 add the governance entity's 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 the governance entity 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 the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Rangi interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.
- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

11. HISTORY PUBLICATIONS

- 11.1 The Chief Executive shall:
- 11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Rangi; and
 - 11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Rangi:
 - (a) from an early stage;
 - (b) throughout the process of undertaking the work; and
 - (c) before making the final decision on the material of a publication.

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

- 11.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, 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 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Rangi 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 the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.
- 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 the governance entity in each case are:
- 13.1.1 ensuring that the governance entity is 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 the governance entity 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 the governance entity in the decision making process including the preparation of submissions by the governance entity 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 the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and
- 13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

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 the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

14.1.3 report back to the governance entity 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 Tūturū, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturū and which suggest that the Taonga Tūturū 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

governance entity means [xxx].

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

Ngāti Rangī has the meaning set out in clause 12.6 of the Deed of Settlement.

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturū 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

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

- (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

ISSUED on

SIGNED for and on behalf of)
THE SOVEREIGN in right of New)
Zealand by the Chief Executive of the)
Ministry for Culture and Heritage)
in the presence of:)

Signature of Witness

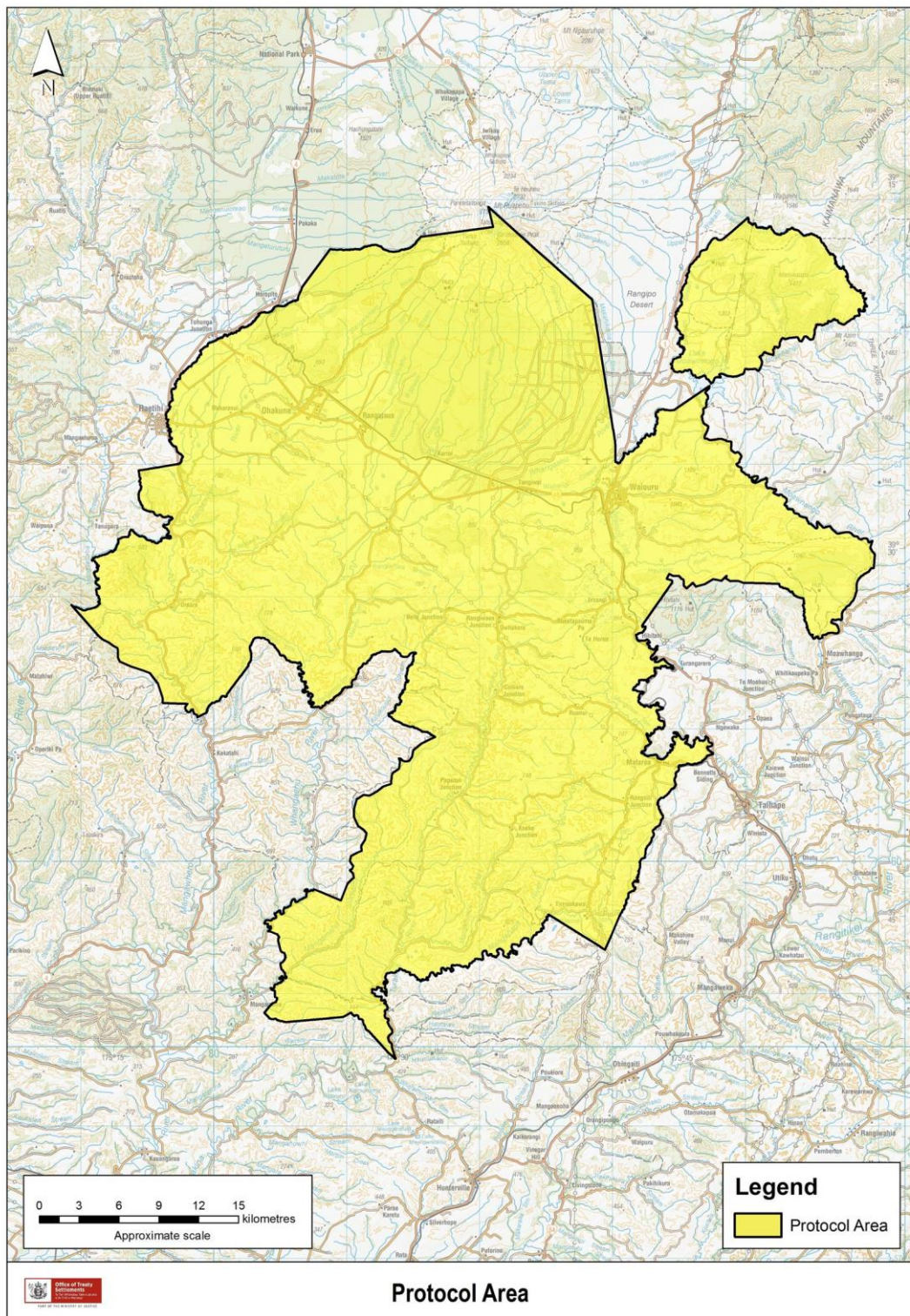
Witness Name

Occupation

Address

4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



4: TAONGA TŪTURU PROTOCOL OR ITS EQUIVALENT

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 the governance entity and having particular regard to its views (section 23(3)).

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, hapu, marae, whanau, or representative of tangata whenua (section 24(a)); or

- 2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Rangi (section 24(b)); or

- 2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

3. Breach

- 3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 25).

- 3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 6.4)

5. RELATIONSHIP AND PARTNERSHIP AGREEMENTS

**5.1 RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE
MINISTRY FOR THE ENVIRONMENT**

5.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR THE ENVIRONMENT

RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR THE ENVIRONMENT

'Ahakoa haere te Karauna ki hea, ka haere hoki a Ngāti Rangi' - Ahakoa haere a Ngati Rangi ki hea, ka haere hoki a te Karauna'

The Ministry for the Environment and Ngāti Rangi enter into this relationship in the spirit of the whakaaro, that where we go, we go together.

1 PURPOSE

- 1.1 This agreement (the "**Relationship Agreement**") formalises and enhances the relationship between the Ministry for the Environment (the "**Ministry**") and Te Tōtarahoe o Paerangi Trust (the "**Governance Entity**") and establishes a framework to enable the parties to maintain a positive, collaborative and enduring working relationship.

2 RELATIONSHIP PRINCIPLES

- 2.1 In implementing the Relationship Agreement, the Ministry for the Environment (the "**Ministry**") and the Governance Entity agree to act consistently with the following relationship principles:

- (a) Kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
- (b) Operate a 'no surprises' approach;
- (c) Work in a spirit of co-operation
- (d) Acknowledge that the relationship is evolving, not prescribed;
- (e) Respect the independence of the parties and their individual mandates, roles and responsibilities;
- (f) Recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

- 2.2 This relationship agreement is intended to further enhance the existing relationships between the Ministry and the Governance Entity. Nothing in this agreement displaces existing arrangements between the parties.

- 2.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

3 KAITIAKITANGA - NGĀTI RANGI RELATIONSHIP WITH THE ENVIRONMENT

- 3.1 Ngāti Rangi operates to, holds to, maintains and has the following principles, values, vision and goals:

- (a) Ngāti Rangi operates across all their mahi according to a set of principles:

5.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR THE ENVIRONMENT

Ko te Kāhui Maunga te mātāpuna o te ora - We understand that the Kāhui Maunga is the source of our origin and well-being as Ngāti Rangi

Me karioi te noho - We understand that we, as Ngāti Rangi, are here forever

Kia mana ai ngā kōrero tuku iho - We understand that the teachings of our tūpuna are upheld

Ko te anga whakamua ki apopo - We understand that decisions must be future focussed

(b) Ngāti Rangi holds to the following values across all their mahi:

Kia MANA ai nga mahi - To act with integrity and honour

Ki mau ai ki te MANAAKITANGA - To care wholeheartedly

Kia tika ai to TURANGAWAEWAE - To be accountable

Kia u ai ki nga TIKANGA - To be duty bound

Kia rapu ai i te MEA NGARO - To unleash potential

3.2 Ngāti Rangi has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

Kia mura ai te ora o Ngāti Rangi nui tonui ki tua atu i te 1,000 tau - That Ngāti Rangi continues to vibrantly exist in 1,000 years.

3.3 In 2014 Ngāti Rangi launched its Strategic Plan for 2035. These goals included:

A healthy environment sustainably cared for by Ngāti Rangi

A healthy, connected natural world sustainably cared for and used by Ngāti Rangi.

4 HE AWA TŌTA I RUAPEHU - WHANGAEHU CATCHMENT

4.1 The Ministry for the Environment recognises the significance of the framework developed for Te Waiū-o-te-Ika. Any activity or discussion carried out under this relationship agreement will give consideration to the framework and how to support it.

4.2 The Ministry for the Environment will:

4.2.1 recognise the Governance Entity's standing with respect to the Whangaehu River (Te Waiū-o-te-Ika) in accordance with clauses 7.20 and 7.22-7.25 of the Deed of Settlement; and

4.2.2 engage with the [Te Waiū-o-te-Ika River Entity] including through attendance at any biennial hui/meeting convened under clause 7.45.2(b) of the Deed of Settlement.

5.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR THE ENVIRONMENT

5 THE ROLE OF THE MINISTRY FOR THE ENVIRONMENT

5.1 The Ministry's purpose statement is 'to make Aotearoa New Zealand the most liveable place in the world'. The role of the Ministry is set out in the [Environment Act 1986](#).

5.2 The Ministry also has specific functions under a number of [other Acts](#) including the:

[Resource Management Act 1991](#) ("RMA")

[Climate Change Response Act 2002](#)

[Exclusive Economic Zone and Continental Shelf \(Environmental Effects\) Act 2012](#)
("EEZ Act")

5.3 As the Ministry is not involved in day-to-day environmental management, it focuses on providing:

5.3.1. environmental management systems, including laws, regulations and national environmental standards

5.3.2. national direction through national policy statements and strategies

5.3.3. guidance and training on best practice

5.3.4. information about the health of the environment

6 SCOPE

6.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Ngāti Rangī Area of Interest as defined in the Ngāti Rangī Deed of Settlement.

6.2 The Relationship Agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

7 COMMUNICATION

7.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:

7.1.1. relationship meetings held in accordance with paragraph 7;

7.1.2. maintaining information on the Governance Entity's office holders, and their addresses and contact details;

7.1.3. providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;

7.1.4. providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and

5.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR THE ENVIRONMENT

- 7.1.5. informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.
- 7.2 The Ministry will seek to engage with the Governance Entity in good faith where a policy or programme, within the Ministry's responsibilities, will directly impact on Ngāti Rangi.

8 RELATIONSHIP MEETINGS

- 8.1 The parties agree that:
 - 8.1.1. senior representatives of the Governance Entity and the Ministry will participate in an annual or biennial if Ngāti Rangi prefers relationship meeting.
 - 8.1.2. operational staff of the Governance Entity and the Ministry will participate in an annual relationship meeting.
- 8.2 Before each relationship meeting held in accordance with paragraph 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements and an agenda for the meeting.
- 8.3 Agenda items could include:
 - 8.3.1. any legislative or policy developments of interest to Ngāti Rangi, including but not limited to reform of the Resource Management Act 1991 ("RMA"), freshwater issues, climate change, the Emissions Trading Scheme, environmental reporting and development of new resource management tools (in particular, national policy statements and national environmental standards);
 - 8.3.2. local authority performance in the Ngāti Rangi Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA;
 - 8.3.3. the work and effectiveness of the [River Entity];
 - 8.3.4. progress on and opportunities relating to the restoration of the cultural, environmental, economic, family and social base of Ngāti Rangi, including contestable funds; and
 - 8.3.5. any other matters of mutual interest.
- 8.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 8.5 The first relationship meeting will take place within 3 months of a written request by the Governance Entity.
- 8.6 Other meetings may be held from time to time between Ministry staff and the Governance Entity as agreed.

5.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR THE ENVIRONMENT

9 CAPACITY BUILDING, FACILITATING NETWORKING OPPORTUNITIES AND TRAINING

9.1 The Ministry and the Governance Entity will seek opportunities to provide each other with training, networking opportunities and other capacity building activities in their respective areas of responsibility and expertise. Topics that capacity building, networking and training may cover include:

9.1.1 Legislation that is administered by the Ministry including the RMA, EEZ Act and Climate Change Response Act including areas of responsibility under those Acts;

9.1.2 Ngāti Rangi values, history, practices and objectives; and

9.1.3 Topics relating to the Whangaehu Catchment and the [Whangaehu Catchment arrangements].

9.2 The Ministry will provide advice and information to the Governance Entity on the 'Making Good Decisions' Programme for training environmental commissioners and how people endorsed by the Governance Entity can complete the programme.

9.3 The Ministry and the Governance Entity may seek opportunities for secondments and internships between the parties.

10 CONTESTABLE FUNDS

10.1 The Ministry administers a number of contestable funds that the Governance Entity may be interested in applying for to complete projects in the Ngāti Rangi area of interest. The Ministry will provide the Governance Entity with up to date information on funding rounds and funding criteria on request.

11 OFFICIAL INFORMATION

11.1 The Ministry is subject to the requirements of the [Official Information Act 1982](#) ("OIA").

11.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).

11.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

12 AMENDMENT

12.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

5.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR THE ENVIRONMENT

ISSUED on

SIGNED for and on behalf of)
THE MINISTRY FOR THE ENVIRONMENT)
by the Secretary for the Environment)
in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by)
THE TRUSTEES OF TE TŌTARAHOE O)
PAERANGI TRUST)
in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.2 CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

**PARTNERSHIP AGREEMENT (TE MANA PAENGA) WITH THE DEPARTMENT OF
CONSERVATION**

CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

Agreed by

**The Crown, through the Minister of Conservation and the Director-General of
Conservation**

And

**The Trustees of the Te Tōtarahoe o Paerangi Trust being the Ngāti Rangi post-
settlement governance entity through the Ngāti Rangi Deed of Settlement**

1. BACKGROUND

- 1.1. The Crown and the trustees of Te Tōtarahoe o Paerangi Trust (the **Governance Entity**) have agreed that the relationship redress offered by the Minister of Conservation will include a partnership agreement to be known as Te Mana Paenga between the Governance Entity and the Department of Conservation (the **Department**).
- 1.2. Te Mana Paenga will be based on and incorporate the Tuia ki te Mana principles set out below:

2. NGĀTI RANGI

- 2.1. Ngāti Rangi operates to, holds to, maintains and has the following principles, values, vision and goals:

Ngāti Rangi operates across all their mahi according to a set of principles:

Ko te Kāhui Maunga te mātāpuna o te ora - We understand that the Kāhui Maunga is the source of our origin and well-being as Ngāti Rangi

Me karioi te noho - We understand that we, as Ngāti Rangi, are here forever

Kia mana ai ngā kōrero tuku iho - We understand that the teachings of our tūpuna are upheld

Ko te anga whakamua ki apopo - We understand that decisions must be future focussed

- 2.2. Ngāti Rangi holds to the following values across all their mahi:

Kia MANA ai nga mahi - To act with integrity and honour

Ki mau ai ki te MANAAKITANGA - To care wholeheartedly

Kia tika ai to TURANGAWAEWAE - To be accountable

Kia u ai ki nga TIKANGA - To be duty bound

Kia rapu ai i te MEA NGARO - To unleash potential

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 2.3. Ngāti Rangi has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

Kia mura ai te ora o Ngāti Rangi nui tonui ki tua atu i te 1,000 tau - That Ngāti Rangi continues to vibrantly exist in 1,000 years.

In 2014 Ngāti Rangi launched its Strategic Plan for 2035. These goals included:

A healthy environment sustainably cared for by Ngāti Rangi

A healthy, connected natural world sustainably cared for and used by Ngāti Rangi

3. PURPOSE OF TE MANA PAENGA

- 3.1. Te Mana Paenga sets out how the Department and the Governance Entity will work together:

- 3.1.1. in the spirit of partnership required under Te Tiriti o Waitangi / the Treaty of Waitangi;
- 3.1.2. in a manner that recognises and respects the kawa, tikanga and ritenga of Ngāti Rangi;
- 3.1.3. in a manner that furthers the intention of the Conservation Partnership Framework set out in Rukutia Te Mana – the Ngāti Rangi Deed of Settlement; and
- 3.1.4. to fulfil the agreed strategic objectives across the Te Mana Paenga Area as outlined in Schedule 1.

4. TUIA KI TE MANA PARTNERSHIP PRINCIPLES

- 4.1. Te Mana Paenga, between the Department and the Governance Entity, will operate under the following Tuia ki te Mana partnership principles:

- 4.1.1. kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
- 4.1.2. maintain a 'no surprises' approach;
- 4.1.3. acknowledge that the relationship is evolving, not prescribed;
- 4.1.4. work in a spirit of cooperation to achieve joint outcomes;
- 4.1.5. address issues and discuss disagreements openly and directly when they arise; and
- 4.1.6. recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

5. ROLES AND RESPONSIBILITIES

- 5.1. The Governance Entity, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of public conservation land in the Te Mana Paenga Area, for present and future generations.
- 5.2. Ngāti Rangi have, since time immemorial, maintained mana motuhake and exercised rights and responsibilities in relation to their rohe and to their whanaunga in accordance with their kawa, tikanga and ritenga.
- 5.3. Ngāti Rangi's rohe or tribal domain includes their whenua, maunga, awa and other taonga (lands, mountains and rivers and their surrounds), which are central to Ngāti Rangi's existence and survival and to their health and wellbeing, both physically and spiritually. The landscape is filled with sites reflecting Ngāti Rangi's ancient association with the whenua, named by or for significant Ngāti Rangi tūpuna and historical events.

I ahu mai te reo rākei kura i ngā tongi kura o te ao nei

The poetry of language and culture is a reflection of the poetry of the landscape

- 5.4. Sacred sites within Ngāti Rangi's rohe include nationally significant and iconic sites and places, including Ngāti Rangi's sacred maunga Ruapehu (situated within the Tongariro National Park), the Whangaehu River, known as Te Waiū-o-Te-Ika, the Waiōuru Defence Lands and Tangiwai. As well as being of deep spiritual importance to Ngāti Rangi, these places are also of particular importance to Aotearoa/New Zealand's cultural and environmental heritage and economic development.
- 5.5. The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. In administering the Conservation Legislation, the Department must give effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi in accordance with section 4 of the Conservation Act 1987.
- 5.6. The Ngāti Rangi settlement includes redress that together forms a Conservation Partnership Framework which provides that:
 - 5.6.1. Ngāti Rangi will, on an interim basis, nominate a person for appointment by the Minister of Conservation to the Tongariro-Taupō Conservation Board;
 - 5.6.2. Ngāti Rangi will, in conjunction with the Department, prepare a "place" within the Tongariro-Taupō Conservation Management Strategy relating to the [area] as defined in clause 7.179 of the Deed of Settlement;
 - 5.6.3. Ngāti Rangi will together with the Department jointly administer 8750 hectares of public conservation land as part of Te Pae Ao; and
 - 5.6.4. Ngāti Rangi will be granted Te Tāpora – an overlay classification, statutory acknowledgements and deeds of recognition in relation to key sites within the Ngāti Rangi rohe.
- 5.7. Te Mana Paenga forms part of the Conservation Partnership Framework in order to foster the development of a positive, collaborative and enduring relationship into the future.

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

6. COMMUNICATION

- 6.1. The Parties will maintain open, effective and efficient communication with each other on an ongoing and no surprises basis by:
- 6.1.1. maintaining a record of each other's office holders, and their contact details;
 - 6.1.2. advising each other of their principal contacts and their contact details;
 - 6.1.3. promptly informing each other of any changes to the contact information;
 - 6.1.4. recognising the utility of upskilling each other's personnel on key matters relating to either party, including Ngāti Rangi's association and connection with their whenua, maunga, awa and other taonga;
 - 6.1.5. meeting regularly on issues of shared interest that relate to the Te Mana Paenga Area in accordance with the commitments in this Agreement and as agreed by Governance Entity and the Department;
 - 6.1.6. taking a proactive approach to communication which reflects the intention and spirit of this Agreement; and
 - 6.1.7. advising each other of any matters of significance to Ngāti Rangi that relate to the Te Mana Paenga Area.

7. STRATEGIC COLLABORATION AND SPECIFIC PROJECTS

- 7.1. As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship.
- 7.2. Thereafter, the Governance Entity will meet with senior staff of the Department within the Te Mana Paenga Area at least once a year. At these meetings, the parties will determine whether meetings involving senior managers of the Department and the Governance Entity are required on particular issues.
- 7.3. Business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year. For the Department, responsibility for business planning processes largely sits with the District Managers. The relevant District Managers and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to:
- 7.3.1. discuss priorities and commitments for the new financial year, including the likely funding available for operations on lands administered by Te Pae Ao;
 - 7.3.2. discuss, and where appropriate agree to, opportunities for the Governance Entity to undertake operational activities, such as species work and pest control, with respect to the land administered by Te Pae Ao in accordance with clause 7.158 of the Deed of Settlement;
 - 7.3.3. discuss timeframes for the development of annual work programmes;
 - 7.3.4. identify potential specific projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship;

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 7.3.5. discuss the Department's obligations and performance in respect of Te Waiū-o-te-Ika framework; and
- 7.3.6. discuss the Department's regional and national priorities.
- 7.4. If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 7.5. As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
 - 7.5.1. any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Te Mana Paenga Area;
 - 7.5.2. potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party);
 - 7.5.3. potential opportunities for applying for funding for conservation purposes from contestable funds administered through Vote: Conservation, e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party); and
 - 7.5.4. the status of any statutory or non-statutory planning documents that have an impact in the Te Mana Paenga Area, including any planned or potential reviews.
- 7.6. Each year, the parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for the relationship.

8. CROSS-ORGANISATIONAL OPPORTUNITIES

- 8.1. As part of the annual business planning process, the parties will discuss:
 - 8.1.1. opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist the Governance Entity to exercise their role under the Deed and as kaitiaki);
 - 8.1.2. opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Te Mana Paenga Area. Options may include wānanga, education, training, development and secondments;
 - 8.1.3. opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Te Mana Paenga Area. The Governance Entity may propose candidates for these roles or opportunities;
 - 8.1.4. opportunities to share operational resources to support the work of Te Pae Ao; and
 - 8.1.5. staff changes and key contacts in each organisation.

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 8.2. Where appropriate, the Department will consider using the Governance Entity individuals or entities as providers of professional services. Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

9. STATUTORY PLANNING DOCUMENTS

- 9.1. The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Rangi at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Te Mana Paenga Area.
- 9.2. The parties acknowledge the different process required for the development of a “place” in the Tongariro-Taupō Conservation Management Strategy as provided for in the Deed of Settlement.

10. CONSULTATION

- 10.1. Where consultation is required under this Agreement, the Department will:
- 10.1.1. ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
 - 10.1.2. provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
 - 10.1.3. approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and
 - 10.1.4. report back to the Governance Entity on any decision that is made.
- 10.2. With respect to consultation concerning Whangaehu River (Te Waiū-o-Te-Ika) see paragraph 12.6.3.

11. SOUTHERN GATEWAY PROJECT

- 11.1. Ngāti Rangi intend to establish a Southern Gateway to the Tongariro National Park at Ohakune.
- 11.2. The Department and Ngāti Rangi will explore opportunities to coordinate activities and services that would support this project within the Te Mana Paenga Area.

12. FRESHWATER FISHERIES AND HABITAT

- 12.1. Ngāti Rangi and the Department share aspirations for conservation of freshwater fisheries and habitat within the Te Mana Paenga Area.
- 12.2. Ngāti Rangi’s aspirations and conservation ethic for freshwater fisheries include the sustainable and traditional use of freshwater fisheries in accordance with Ngāti Rangi kawa, tikanga and ritenga.

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 12.3. The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 12.4. The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes.
- 12.5. The parties may agree on actions that include areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and the development or implementation of research and monitoring programmes.

Whangaehu River (Te Waiū-o-te-Ika) catchment

- 12.6. The Department acknowledges the significance of the Whangaehu River (Te Waiū-o-te-Ika) to Ngāti Rangī as manifested through their settlement. The Department has specific settlement obligations with respect to the Whangaehu River (Te Waiū-o-te-Ika) and the associated Framework and Catchment Document. Strategic objectives discussions will include actions in the business plan to collaborate on developing Departmental processes to ensure the Department meets its obligations to:
- 12.6.1. recognise and provide for the Te Waiū-o-te-Ika framework; and
 - 12.6.2. have particular regard to the [Te Waiū-o-te-Ika catchment document]; and
 - 12.6.3. recognise the Governance Entity's standing with respect to the Whangaehu River (Te Waiū-o-te-Ika) in accordance with clauses 7.21-7.25 of the Deed of Settlement; and
 - 12.6.4. engage with the [Te Waiū-o-te-Ika River Entity] including through attendance at any biennial hui/meeting convened under clause 7.45.2(b) of the Deed of Settlement.

13. FLORA AND FAUNA

- 13.1. The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Te Mana Paenga Area. These aspirations will be reflected in the strategic objectives for the relationship.
- 13.2. The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 13.3. The long history of the parties working together on Karioi Rāhui to protect and improve ecosystems through establishing a 'mainland island' with the long-term objective of reintroducing missing taonga species will be enhanced by the administering body role of Te Pae Ao.

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 13.4. In recognition of the cultural, historic and traditional association of Ngāti Rangi with indigenous flora and fauna within the Te Mana Paenga Area for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Ngāti Rangi to participate in these programmes.

Pest Control

- 13.5. Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 13.6. Sustaining pest control within the areas administered by Te Pae Ao that have been part of Karioi Rahui will be essential to maintaining the investment of both parties.
- 13.7. It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Te Mana Paenga Area, including:
- 13.7.1. monitoring and assessment of programmes;
 - 13.7.2. early consultation with the Governance Entity on pest control activities particularly the use of pesticides within the Te Mana Paenga Area;
 - 13.7.3. regularly discussing and reviewing options for pest control; and
 - 13.7.4. co-ordination of pest control where the Governance Entity is the adjoining landowner.
- 13.8. The parties will, through the annual business planning process, create actions to progress these strategic objectives.

14. TAONGA MINERALS

- 14.1. The parties acknowledge the redress provided for the taonga minerals of pākohe (including pākere), onewa and matā.
- 14.2. The parties will share information about the location and availability of the taonga minerals to assist with the implementation of the redress in accordance with the Deed of Settlement and Ngati Rangi Claims Settlement Act [date].

15. STATUTORY AUTHORISATIONS

- 15.1. The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Te Mana Paenga Area.
- 15.2. Ngāti Rangi's involvement in identifying strategic objectives will be informed by the *Ngāti Rangi & Concessions Guidance* document or its successors.
- 15.3. As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and/or historic values of Ngāti Rangi. These categories will be reviewed on a continuing basis. In the identified categories, the Department will:

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 15.3.1. advise and encourage all prospective applicants within the Te Mana Paenga Area to consult the Governance Entity before filing their application;
- 15.3.2. consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Te Mana Paenga Area.
- 15.4. As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in paragraph 7.2) of the time frames for providing advice on impacts on the cultural, spiritual and historic values of Ngāti Rangi.
- 15.5. Before issuing statutory authorisations to carry out activities on land managed by the Department within the Te Mana Paenga Area, the Department will encourage communication between the applicant for the statutory authorisation and the Governance Entity.
- 15.6. When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
 - 15.6.1. require the third parties to manage the land according to the standards of conservation best practice; and
 - 15.6.2. encourage third parties to consult with the Governance Entity before using cultural information of Ngāti Rangi.
- 15.7. It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Governance Entity to obtain statutory authorisations on public conservation land within the Te Mana Paenga Area.

Te Pae Ao concessions process

- 15.8. The Department and the Governance Entity will work together to ensure the process for the granting of concessions by Te Pae Ao provides Ngāti Rangi kawa, tikanga and ritenga to be reflected and understood.

16. STATUTORY LAND MANAGEMENT

- 16.1. The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the Te Mana Paenga Area. Ngāti Rangi have an ongoing interest in the range of statutory land management activities that are occurring within the Te Mana Paenga Area.
- 16.2. The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of Ngāti Rangi, and will identify when consultation is appropriate. This includes when the Minister is considering:
 - 16.2.1. vestings or management appointments for reserves held under the Reserves Act 1977;
 - 16.2.2. other management arrangements with third parties;
 - 16.2.3. changing reserve classifications;

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 16.2.4. changing the name of or naming any area of land managed by the Department; or
- 16.2.5. land disposal.
- 16.3. If there are proposals to change the status or classification of reserve sites administered by Te Pae Ao, the process set out in clauses 7.167 – 1.173 of the Deed of Settlement and sections 97 and 101 of the Ngati Rangi Claims Settlement Act [**date**] will be followed
- 16.4. Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Ngāti Rangi site of significance, the Department will discuss with the Governance Entity whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).

17. CULTURAL MATERIALS

- 17.1. The Minister and/or Director-General will work in partnership with the Governance Entity to develop and agree a process to authorise members of Ngāti Rangi to access and use cultural materials within the Te Mana Paenga Area when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted.
- 17.2. The Department will:
 - 17.2.1. consult the Governance Entity whenever there are requests from other persons to take plants and plant materials from the Te Mana Paenga Area;
 - 17.2.2. if requested by the Governance Entity, assist as far as reasonably practicable, members of Ngāti Rangi to obtain plants for propagation;
 - 17.2.3. provide, as far as reasonably practicable, ongoing advice to the Governance Entity on the establishment of its own cultivation areas, and managing and propagating plants; and
 - 17.2.4. waive any authorisation costs for plants or plant materials applications made by the Governance Entity or members of Ngāti Rangi.
- 17.3. The Department will, as far as reasonably practicable, provide the Governance Entity with access to cultural materials that become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

18. SITES OF SIGNIFICANCE

- 18.1. Both parties recognise that there are wāhi tapu and sites of significance to Ngāti Rangi on lands managed under Conservation Legislation.
- 18.2. The Department will work with the Governance Entity to respect Ngāti Rangi kawa, tikanga and ritenga attached to wāhi tapu, wāhi tūpuna and other places of significance that have been identified in accordance with paragraph 18.3 on lands administered by the Department within the Te Mana Paenga Area by:

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 18.2.1. discussing with the Governance Entity practical ways in which Ngāti Rangi can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Te Mana Paenga Area;
 - 18.2.2. managing, in co-operation with Governance Entity, sites of historic significance to Ngāti Rangi according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;
 - 18.2.3. informing the Governance Entity if kōiwi or taonga tūturu are found within the Te Mana Paenga Area; and
 - 18.2.4. assisting in recording and protecting wāhi tapu, wāhi tūpuna and other places of cultural significance to Ngāti Rangi and seeking to ensure they are not desecrated or damaged.
- 18.3. The Parties will develop a process for advising one another of sites of significance, wāhi tapu and wāhi tūpuna. Information relating to sites of significance to Ngāti Rangi will be treated in confidence by the Department, to preserve the wāhi tapu and wāhi tūpuna nature of places, unless otherwise agreed by the Governance Entity but subject to the Official Information Act 1981 and other relevant Acts.

Nga Urukehu Pouwhenua/Interpretation

- 18.4. The Department acknowledges that Ngāti Rangi may wish to, at their own cost, create and erect a pouwhenua and/or interpretation material in the part of the Ngaurukehu Scientific Reserve to which their Statutory Acknowledgment relates, to acknowledge the Kōkako Hui of 1860.
- 18.5. The Department will discuss with Ngāti Rangi a mutually acceptable location and design for the pouwhenua and interpretation material, and work together on arrangements for access to the agreed site.

19. VISITOR AND PUBLIC INFORMATION

- 19.1. Ngāti Rangi and the Department wish to share knowledge about natural and historic heritage within the Te Mana Paenga Area with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 19.2. Ngāti Rangi hold to the following proverb and have a particular aspiration to restore their kōrero and language to the local landscape and national consciousness:

I ahu mai te reo rākei kura i ngā tongi kura o te ao nei

The poetry of language and culture is a reflection of the poetry of the landscape

- 19.3. The parties wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Ngāti Rangi with their whenua, maunga, awa and other taonga within the Te Mana Paenga Area, and the responsibility of Ngāti Rangi as kaitiaki under their kawa, tikanga and ritenga to preserve, protect and manage the natural and historic resources within that area.

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

19.4. The parties will do this by:

- 19.4.1. raising public awareness of positive conservation relationships developed between the parties;
- 19.4.2. engaging with each other in the development of visitor and public information published by either party that relates to Ngāti Rangi values associated with land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Rangi sites of significance and associations to the land;
- 19.4.3. the Department obtaining from the Governance Entity an assurance that information relating to Ngāti Rangi to be contained in a publication of the Department is accurate and appropriate;
- 19.4.4. the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Ngāti Rangi values but subject to the Official Information Act 1981 and other relevant Acts;
- 19.4.5. exploring opportunities for Ngāti Rangi to install pouwhenua or other cultural interpretation at significant places on public conservation land; and
- 19.4.6. the Department consulting the governance entity before using information about Ngāti Rangi values for new interpretation panels, signs and other visitor publications.

20. CONSERVATION ADVOCACY

- 20.1. The Governance Entity and the Department each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation.
- 20.2. Areas of common concern include:
 - 20.2.1. protection and maintenance of reserves and other protected lands;
 - 20.2.2. management of rivers, streams, wetlands and waterways, in particular the Whangaehu River (Te Waiū-o-te-Ika);
 - 20.2.3. the effects of natural phenomena (including volcanic phenomena) management on people, infrastructure, public conservation land and other natural resources in the Te Mana Paenga Area.
- 20.3. From time to time the parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity will continue to have the freedom to make separate submissions in any Resource Management Act processes.

Volcanic natural phenomena (hazard) management

- 20.4. Because of the potential impact of lahar and other volcanic activity on land and resources within the Te Mana Paenga Area, and the high cultural significance of Te Wai-ā-Moe (the source of the Whangaehu River), the Department recognises the desire of Ngāti Rangi to be involved in management of volcanic natural phenomena.

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

20.5. The Department will:

20.5.1. consult with Ngāti Rangi on natural hazard planning documents led by the Department that impact on the Te Mana Paenga Area, including the 'Guidelines for DOC's response to Volcanic Activity in Tongariro National Park' and 'Initial Response Plan for Volcanic Activity'; and

20.5.2. where possible provided technical or other non-financial support to assist Ngāti Rangi to participate in the Central Plateau Volcanic Advisory Group or similar bodies.

21. DISPUTE RESOLUTION

21.1. If a dispute arises in connection with Te Mana Paenga, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.

21.2. If this process is not successful, the matter may be escalated to a meeting of the Department's relevant third tier manager and the Chair of the Governance Entity who will meet within a reasonable timeframe.

21.3. If following the process in paragraph 18.2 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.

21.4. If the Dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

22. REVIEW AND AMENDMENT

22.1. The parties agree that Te Mana Paenga is a living document that should be updated and adapted to take account of future developments, additional co-management opportunities and the ongoing operation of the Conservation Partnership Framework as an integrated framework.

22.2. If requested by either party, the first review of Te Mana Paenga will take place no later than three years after the date Te Mana Paenga is signed, and if requested by either party will be reviewed every three years thereafter. Any review of the Agreement will take into account the matters identified at paragraph 22.1.

23. TERMS OF AGREEMENT

23.1. This Partnership Agreement is entered into pursuant to clause 6.6.2 of the Deed of Settlement. The Agreement does not override or limit:

23.1.1. legislative rights, powers or obligations;

23.1.2. the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or

23.1.3. the ability of the Crown to introduce legislation and change government policy.

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

- 23.2. The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
- 23.2.1. land or any other resource held, managed or administered under the Conservation Legislation;
 - 23.2.2. flora or fauna managed or administered under Conservation Legislation.
- 23.3. A breach of Te Mana Paenga is not a breach of the Deed of Settlement.
- 23.4. If the Crown breaches Te Mana Paenga without good cause, the Governance Entity may:
- 23.4.1. seek a public law remedy, including judicial review; or
 - 23.4.2. subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.
- 23.5. Paragraph 23.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

24. DEFINITIONS

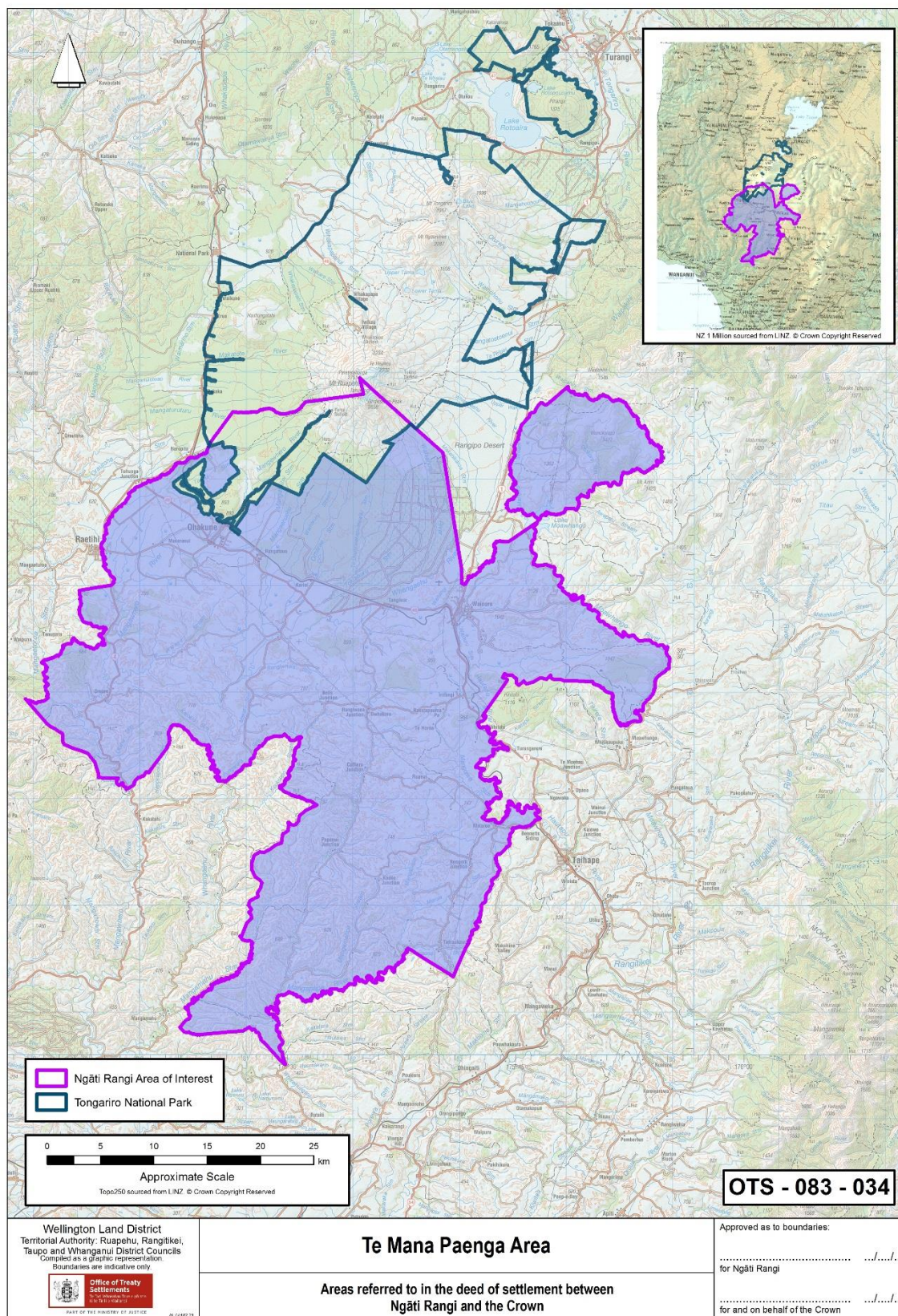
24.1. In this document:

- (a) **Conservation Legislation** means the Conservation Act 1987 and the statutes in the First Schedule of the Act;
- (b) **Conservation Partnership Framework** means those elements of cultural redress in clauses 8.4-8.14 and 7.129-7.182 of the Deed of Settlement;
- (c) **Crown** has the meaning given to it in section 2(1) of the Public Finance Act 1989;
- (d) **Cultural materials** mean plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the Te Mana Paenga Area and which are important to Ngāti Rangi in maintaining and expressing their cultural values and practices;
- (e) **Department** means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;
- (f) **Governance Entity** means Te Tōtarahoe o Paerangi Trust;
- (g) **Kaitiaki** means guardian in accordance with tikanga Ngāti Rangi;
- (h) **Ngāti Rangi** has the meaning set out in the Ngāti Rangi Deed of Settlement; and
- (i) **Te Mana Paenga Area** is the shaded area as shown in OTS-083-034 and reproduced in Schedule 1 of Te Mana Paenga.

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

5.2: CONSERVATION PARTNERSHIP AGREEMENT (TE MANA PAENGA)

Schedule 1 – Te Mana Paenga Area Map



**5.3 RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE
NEW ZEALAND DEFENCE FORCE**

5.3: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE NEW ZEALAND DEFENCE FORCE

**RELATIONSHIP AGREEMENT BETWEEN THE NEW ZEALAND DEFENCE FORCE
AND NGĀTI RANGI (the Parties)**

PREAMBLE

Ngāti Rangī is a pre-migration tribe, and a founding iwi of the Whanganui confederation of tribes. Ngāti Rangī has resided in the western and southern region of Te Kāhui Maunga since time immemorial. Ngāti Rangī has mana whenua of the lands surrounding Waiouru.

Ngāti Rangī has had a long relationship with the Crown. Ngāti Rangī leaders in the 19th Century that fought alongside the Crown included Taitoko Te Rangihwinui (Major Kemp), Aropeta Te Aro Haeretūterangi and others. This relationship has continued to this day and Ngāti Rangī value the day-to-day relationship enjoyed with the New Zealand Defence Force. Ngāti Rangī wishes this relationship with the New Zealand Defence Force to continue.

It is of interest to the Ngāti Rangī and New Zealand Defence Force relationship that both the Waiouru Township and Defence Communications Facility (Irirangi) lie within the Ngāti Rangī tribal area. Waiouru is named after a key Ngāti Rangī ancestor, Ururangi, which is the origin of the township's name Wai-o-Uru(rangi). Ngāti Rangī gave the name Irirangi to the naval base. Ngāti Rangī also named the marae at the Waiouru base, Rongomaraeroa-o-ngā-hau-e-whā, and led the ceremonies to bless the new wharenui at its opening in 1994.

Readiness for military operations is the most significant output that the New Zealand Defence Force delivers to the Government in return for the resources that the Government provides to the New Zealand Defence Force.

The Defence White Papers set out the Government's defence policy objectives and what New Zealand Defence Force is required to contribute to. While delivering on today's priorities, the New Zealand Defence Force must ensure that it is well equipped, its personnel well trained, and that it is ready to serve future governments. To enable the New Zealand Defence Force to prepare for military operations, the Waiouru Defence Area provides a diverse landscape which is suitable for military training outputs.

One of the key functions of the Waiouru Defence Area is to provide an appropriate training environment and facilities which enable readiness for military operations and contribute to the objectives of the New Zealand Defence Force to be operationally ready.

The Waiouru Defence Area (the Area) is located approximately 112km south of Taupo and is the principal land training area in the North Island. The Area comprises approximately 62,300 hectares of land alongside State Highway 1 (SH1) to the north and east of Waiouru township.

The Area is bounded in the north by the Kaimanawa State Forest Park, in the east by the Rangitikei River, the Hautapu Stream in the south, and extends to the lower slopes of Mount Ruapehu in the west, which includes part of the Rangipo Desert (Te Onetapu). The Moawhango River runs through to Lake Moawhango located at the centre of the area.

5.3: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE NEW ZEALAND DEFENCE FORCE

1 PURPOSE

- 1.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the New Zealand Defence Force (the "**NZDF**") and Te Tōtarahoe o Paerangi Trust (the "**Governance Entity**") and establishes a framework to enable the parties to maintain a positive and enduring working relationship.

2 SCOPE

- 2.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the NZDF that are exercised in relation to activities affecting the natural and physical resources, or Ngāti Rangi's interests, within the Ngāti Rangi Area of Interest as defined in the Ngāti Rangi Deed of Settlement.
- 2.2 The commitments of the NZDF under this Relationship Agreement are limited to the extent that they are within the mandate of the NZDF and do not limit its ability to produce its operational outputs.

3 THE ROLE OF THE NEW ZEALAND DEFENCE FORCE AND ITS HISTORY WITH NGĀTI RANGI

- 3.1 The role of the NZDF is to protect the security of New Zealand.
- 3.2 The NZDF has been a part of the Ngāti Rangi landscape for over a century. The Activities of the NZDF on and near wāhi tapu on Te Onetapu continue to be offensive to Ngāti Rangi.
- 3.3 Ngāti Rangi recognise the role of the NZDF to protect New Zealand and the importance of the Waiouru Training Area to the activities of the NZDF. The NZDF's continued use of the Waiouru Training Area is considered by Ngāti Rangi to be Ngāti Rangi's sacrifice for and on behalf of the nation.
- 3.4 The NZDF acknowledges the significance of the lands in and around Waiouru to Ngāti Rangi and is committed to working alongside Ngāti Rangi for the benefit of both parties. The NZDF further acknowledges Ngāti Rangi's desire to access sites of cultural significance, by prearrangement, on the Waiouru Training Area, and the desire of Ngāti Rangi to ensure the cultural and traditional values inherent in the waterways and natural environment of those parts of the Waiouru Training Area that lies within their rohe are recognised and protected by the NZDF in conjunction with Ngāti Rangi.

4 RELATIONSHIP PRINCIPLES

- 4.1 In implementing the Relationship Agreement, the Parties agree to:
- 4.1.1 work consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - 4.1.2 acknowledge that the relationship is evolving, not prescribed;
 - 4.1.3 operate a 'no surprises' approach;
 - 4.1.4 work in a spirit of co-operation and collaboration;

5.3: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE NEW ZEALAND DEFENCE FORCE

- 4.1.5 undertake meaningful dialogue regarding matters of common interests, including commercial or other arrangements;
 - 4.1.6 respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - 4.1.7 recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 4.2 This relationship agreement is intended to further enhance the existing relationship between the NZDF and Ngāti Rangi. Nothing in this agreement displaces existing arrangements between NZDF and Ngāti Rangi.

5 COMMUNICATION

- 5.1 The Parties will seek to establish and maintain effective and efficient communication on a continuing basis through:
- 5.1.1 relationship meetings held in accordance with clause 9.1;
 - 5.1.2 maintaining information on the relevant NZDF and Governance Entity's office holders, and their addresses and contact details;
 - 5.1.3 each providing a primary contact - at the Governance Entity, at the Waiouru Military Camp and at NZDF Headquarters in Wellington - who will act as a primary liaison person with the NZDF or the Governance Entity as the case may be. Initial primary contacts are set out in the schedule to this Relationship Agreement;
 - 5.1.4 providing reasonable opportunities for the parties to discuss and (if possible) resolve any issues that may arise; and
 - 5.1.5 informing relevant NZDF and Governance Entity staff of the contents of this relationship agreement and their responsibilities and roles under it.

6 INFORMATION SHARING

- 6.1 The parties will seek to share relevant information in accordance with the relationship principles to work together in a spirit of cooperation and collaboration, to operate a 'no surprises' approach, to undertake meaningful dialogue, and to share vision, knowledge, and expertise.
- 6.2 The sharing of information is subject to a presumption of confidentiality whereby each party will not further disclose information received from the other party without that party's explicit authorisation.

7 STRATEGIC PLANNING/COMMUNITY TRAINING AND WIDER INITIATIVES

- 7.1 The Parties will work together to identify and explore initiatives that could be of advantage to the local community in Waiouru and surrounds.

5.3: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE NEW ZEALAND DEFENCE FORCE

8 RESEARCH PLANNING

- 8.1 The Parties will work cooperatively (for potential mutual benefit) when undertaking research that is relevant to Ngāti Rangī and within the Ngāti Rangī Area of Interest.

9 RELATIONSHIP MEETINGS

- 9.1 The Parties agree that the primary contacts of the Governance Entity and the NZDF will participate in an annual relationship meeting.
- 9.2 Before each relationship meeting held in accordance with clause 9.1, representatives of the Parties will agree administrative arrangements for the meeting.
- 9.3 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 9.4 The first annual relationship meeting will take place within three months following the date of the Ngāti Rangī settlement and further meetings can be held thereafter within 3 months of a written request by the Governance Entity or the NZDF.
- 9.5 Other meetings may be held from time to time between the Parties as agreed.
- 9.6 Ngāti Rangī and the NZDF will work cooperatively (for potential mutual benefit) when undertaking the planning of work that relates to Ngāti Rangī and/or is to occur within the Ngāti Rangī area of interest.

10 CAPACITY-BUILDING, NETWORKING OPPORTUNITIES AND TRAINING

- 10 The Parties will seek opportunities to provide each other with training, networking opportunities, and other capacity-building activities in their respective areas of responsibility and expertise. Topics that such capacity-building, networking and training may cover include (but are not limited to):
- 10.1.1 Ngāti Rangī kawa, tikanga, and ritenga and other values, practices and objectives;
- 10.1.2 Emergency management and planning; and
- 10.1.3 Wilding pines.

11 PREFERRED PARTNER

- 11.1 Ngāti Rangī aspire to be the preferred commercial (and other) partner for the NZDF in ventures that the NZDF is engaged in within the Ngāti Rangī Area of Interest.
- 11.2 The Governance Entity will, from time to time, provide the NZDF with an inventory of Ngāti Rangī services, capabilities and interests which the NZDF will consider and discuss with the Governance Entity when seeking to contract specific services and skills within the Ngāti Rangī Area of Interest.
- 11.3 NZDF will provide the contact details of the Governance Entity to NZDF's service providers to facilitate Ngāti Rangī in providing services to NZDF at the local level.

5.3: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE NEW ZEALAND DEFENCE FORCE

12 WAHI TAPU (SITES OF SIGNIFICANCE)

- 12.1 Ngāti Rangi desire to ensure that their cultural and traditional values inherent in the waterways and natural environment of the NZDF defence areas that lie within their rohe are recognised and protected in conjunction with Ngāti Rangi.

13 OFFICIAL INFORMATION

- 13.1 The NZDF is subject to the requirements of the Official Information Act 1982 ("OIA").
- 13.2 The NZDF and the Minister of Defence may be required in accordance with the OIA to disclose information that the NZDF and/or the Minister of Defence holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 13.3 The NZDF will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the NZDF in a timely fashion, so that the NZDF is able to meet the statutory timeframes for responding to the relevant request for information.

14 AMENDMENT

- 14.1 The Parties may agree in writing to vary or terminate the provisions of this relationship agreement.

SIGNED for and on behalf of the New Zealand Defence Force by the Chief of Defence Force in the presence of:

WITNESS

Name:

Occupation:

Address:

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

5.3: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE NEW ZEALAND DEFENCE FORCE

SIGNED by the trustees of Te Tōtarahoe o
Paerangi Trust in the presence of:

[_____]
Chairperson/Deputy Chairperson

WITNESS

[_____]

Name:

Occupation:

[_____]

Address:

5.3: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE NEW ZEALAND DEFENCE FORCE

Schedule - Programme of work, or specific objectives to be worked towards, as agreed by Ngāti Rangi and the New Zealand Defence Force

1. Education of personnel

Ngāti Rangi will, from time to time, offer to the NZDF and its Waiouru-based personnel wānanga and training on the kawa, tikanga and ritenga and other values and practices of Ngāti Rangi. The NZDF will seek to facilitate the delivery of such wānanga and training.

The NZDF will consider the inclusion of Ngāti Rangi narratives and information in published NZDF media and material that do not relate to operational matters. This will embed Ngāti Rangi culture and its association with the area in the information provided to all NZDF personnel, and to complement NZDF culture

2. Employment of staff

The NZDF will work with Ngāti Rangi to identify particular positions that will directly affect the interests of Ngāti Rangi, including civilian positions relating to environmental management, where the employment opportunity has arisen.

Where the Parties agree that the establishment of a particular position will affect the interests of Ngāti Rangi, then the parties will agree (taking into account the degree to which the position will impact on those interests) the extent to which Ngāti Rangi will be involved in the establishment of that position. The involvement of Ngāti Rangi may include:

- i. being consulted on the job description; and
- ii. receiving notification of the vacancy.

3. Wilding Pine/Pest and noxious weed management

NZDF and Ngāti Rangi will work collaboratively to identify and address pest and noxious weed issues in the land areas in which the parties have mutual interests.

4. Rehabilitation and regeneration of sites within Waiouru training area

The Parties will work collaboratively to identify opportunities for rehabilitation and regeneration of sites within the Waiouru training area.

5. Non-operational commercial use of NZDF lands including granting of licences for non- NZDF use of land, including for farming, manuka, etc.

The granting of licences in respect of NZDF lands is done for the convenience of NZDF and only where the activities are complementary to NZDF land use.

NZDF will share information with Ngāti Rangi about any non-operational commercial use of NZDF lands.

6. Ruapehu Whānau Transformation Plan and its successors

The NZDF has been an important supporter of the Ruapehu Whānau Transformation Plan. Ngāti Rangi, along with other stakeholders, is reviewing and updating the Ruapehu

5.3: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE NEW ZEALAND DEFENCE FORCE

Whānau Transformation Plan to prepare it for the next stage. The parties agree to discuss how they may work together to support this initiative and its successors.

7. Rongomaraeroa-o-ngā-hau e wha Marae

NZDF agrees to acknowledge through kōrero on Rongomaraeroa Marae and future publications or interpretative material that Ngāti Rangī are tangata whenua of the land under the wharepuni and the marae ātea.

8. Commercial

The NZDF and Ngāti Rangī are continuing engagement on a possible commercial arrangement for the development and maintenance of housing for NZDF personnel at Waouru on land currently held by NZDF.

The intent of the venture is that (subject to the NZDF approval of a Business Case) Ngāti Rangī may purchase non-surplus land owned by the New Zealand Defence Force on a deferred selection basis and may maintain housing after purchase (unless it is agreed that NZDF will maintain the housing during negotiations).

The New Zealand Defence Force may develop the housing before sale or Ngāti Rangī may develop the houses after sale on the purchased land.

Ngāti Rangī will then lease the assets and purchased land back to the New Zealand Defence Force.

9. Primary contacts

The initial primary contacts for the Ngāti Rangī and New Zealand Defence Force relationship agreement are:

- XXXXX XXXXX, XXXX of the Governance Entity; and
- Major Pat Hibbs, Commandant Waouru Training Facility; and
- Mr Guy Simpson, Deputy Director Estate Negotiations of NZDF Headquarters.

6. SOCIO-ECONOMIC RELATIONSHIP AGREEMENTS

**6.1 RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND
THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE AND THE
DEPARTMENT OF CORRECTIONS**

**6.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF JUSTICE,
NEW ZEALAND POLICE AND THE DEPARTMENT OF CORRECTIONS**

RELATIONSHIP AGREEMENT

BETWEEN

THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, THE DEPARTMENT OF CORRECTIONS

AND

NGĀTI RANGI

'Ahakoa haere ki hea te Tāhū ō te Ture, te Ara Poutama Aotearoa, me Ngā Pirimana ō Aotearoa, ka haere hoki a Ngāti Rangi - Ahakoa haere a Ngāti Rangi ki hea, ka haere hoki ki a te Karauna'.

The Ministry of Justice, the Department of Corrections, New Zealand Police, and Ngāti Rangi enter into this relationship in the spirit of the whakaaro that where we go, we go together.

1 PURPOSE

This **Relationship Agreement** formalises the relationship between the Ministry of Justice, New Zealand Police, the Department of Corrections (referred to as "**Combined Justice Sector Agencies**") and Te Tōtarahoe o Paerangi Trust (the "**Governance Entity**"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that –

- 1.1 an ongoing dialogue is maintained through which the parties are kept aware of each other's interests; and
- 1.2 opportunities for collaboration are explored when they arise.

2 NGĀTI RANGI STATEMENT OF VALUES

Ngāti Rangi are the mana whenua and tangata whenua of the Ruapehu rohe.

Ngāti Rangi have a vision to continue to vibrantly exist in 1,000 years' time - kia mura ai te ora o Ngāti Rangi ki tua o ngā 1,000 tau.

The shared values of Ngāti Rangi are

- (a) Kia mana ai ngā mahi - to act with integrity and honesty
- (b) Kia mau ai ki manaakitanga - to care wholeheartedly
- (c) Kia tika ai tōu tūrangawaewae - to be accountable
- (d) Kia ū ai ki ngā tikanga - to be duty-bound
- (e) Kia rapu ai te mea ngāro - to unleash potential

The Governance Entity's fundamental aspiration is that their people are healthy, well and thriving. Their connection with the natural world is central to their identity and wellbeing, and as mana whenua, the exercise of kaitiakitanga is a key responsibility to uphold for generations recent and to come.

6.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE AND THE DEPARTMENT OF CORRECTIONS

3 RELATIONSHIP PRINCIPLES

- 3.1 The Relationship Agreement between the Combined Justice Sector Agencies and the Governance Entity will operate under the following principles:
- (a) *kia mau ki te wairoa o Te Tiriti o Waitangi*: Uphold the spirit of the Treaty of Waitangi;
 - (b) maintain a 'no surprises' approach;
 - (c) acknowledge that the relationship is evolving, not prescribed;
 - (d) building opportunities to advance the *kaitiakitanga* and *hauoratanga* aspirations of Ngāti Rangī;
 - (e) work in a spirit of cooperation and *whakawhanaungatanga* to achieve joint outcomes;
 - (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
 - (g) respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - (h) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 3.2 This relationship agreement is intended to further enhance the existing relationships between the Combined Justice Sector Agencies and the Governance Entity. Nothing in this agreement displaces existing arrangements between the parties or any other *iwi*, *hapū* or *whānau* group, whether they be affiliated with the Governance Entity.
- 3.3 The commitments of the Combined Justice Sector Agencies under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Combined Justice Sector Agencies and of the government of the day.
- 3.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of the *iwi*.
- 3.5 In accordance with the principles listed at 3.1, the limitations expressed above at 3.3 and 3.4 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

4 NGĀTI RANGI ASPIRATIONS FOR THE RELATIONSHIP WITH JUSTICE SECTOR AGENCIES

- 4.1 Ngāti Rangī seeks to work together with the Combined Justice Sector Agencies to create preventive initiatives and interventions to reduce offending and re-offending and minimise the number of people entering into the justice system
- 4.2 [section for Ngāti Rangī to provide a statement about themselves and aspirations for the relationship with [...]] - this may refer to the Ruapehu Whānau Transformation. Possible

6.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE AND THE DEPARTMENT OF CORRECTIONS

aspirations may relate to helping to prevent at-risk *rangitahi* from getting into trouble with the police and providing support for Ngāti Rangi *uri* re-entering Ruapehu rohe on release from prison.

5 THE COMBINED ROLE OF JUSTICE SECTOR AGENCIES

- 5.1 The mission of the Combined Justice Sector Agencies, in the specific context of this Relationship Agreement, is to progress the hauoratanga, or social well-being, of Ngāti Rangi whānau and to make communities within the Ruapehu rohe safer and stronger.
- 5.2 The Combined Justice Sector Agencies' relationship with Ngāti Rangi is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through Ngāti Rangi's geographical area of interest.

6 COMMUNICATION

- 6.1 The Combined Justice Sector Agencies will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held to advance clauses 1.1 and 1.2;
 - (b) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - (c) providing a primary contact at each of the Combined Justice Sector Agencies for the Governance Entity who will act as liaison persons with other staff of the Combined Justice Sector Agencies;
 - (d) providing reasonable opportunities for the Governance Entity to meet with relevant staff of the Combined Justice Sector Agencies to discuss and (if possible) resolve any issues that may arise; and
 - (e) informing relevant staff of the Combined Justice Sector Agencies of the contents of this relationship agreement and their responsibilities and roles under it.

7 RELATIONSHIP MEETINGS

- 7.1 The parties agree that a [senior representative] of the Governance Entity and Combined Justice Sector Agencies will participate in an annual relationship meeting;
- 7.2 Before each relationship meeting held in accordance with clause 7.1, representatives of the Governance Entity and Combined Justice Sector Agencies will agree administrative arrangements for the meeting including the agenda;
- 7.3 Each party will meet the costs and expenses of its representatives attending relationship meetings;
- 7.4 The first relationship meeting will take place within three months of a written request by the Governance Entity;
- 7.5 Parties may, over certain periods of time, mutually agree not to hold relationship meetings; and

6.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE AND THE DEPARTMENT OF CORRECTIONS

- 7.6 Other meetings may be held from time to time between staff of the Combined Justice Sector Agencies and the Governance Entity as mutually agreed.

8 INFORMATION SHARING

- 8.1 The Combined Justice Sector Agencies and the Governance Entity recognise the mutual benefit of mutual information exchange.
- 8.2 The Combined Justice Sector Agencies and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities that are funded within the Ngāti Rangī area of interest and statistics and other data of relevance to Ngāti Rangī. Any information that is shared is subject to clause 12.1.

9 WORK PLAN

- 9.1 As a result of the annual relationship meeting held in accordance with clause 7, and as part of other relationship meetings held in accordance with clause 6, the parties shall develop a work plan.
- 9.2 [For the period xxxx to xxxx] the work plan may include projects and topics such as the following:
- (a) Driver licensing and practical driver licence training and tests
 - (b) Preventive interventions working with at local at-risk youth
 - (c) Preventing drug abuse
 - (d) Community patrols

10 TE KŌPAE

- 10.1 [Te Kōpae is a round table of Crown agencies, Ngāti Rangī, and other local interest groups and organisations who work collaboratively on matters of common interest within the *rohe* of Ngāti Rangī.
- 10.2 "*Kōpae*" is a word that refers to anything that is disc-shaped, such as a traditional round house, a round table, or a nest. Like a nest, all *manu* involved contribute to the strength of Te Kōpae and work together to establish and to maintain it.
- 10.3 The Combined Justice Sector Agencies are committed to contributing to the activities of Te Kōpae].

11 CONTACTS

- 11.1 The contact persons for each of the Combined Justice Sector Agencies for all matters relating to this relationship agreement are:
- (a) New Zealand Police: Mere Wilson Tuala-Fata
 - (b) Department of Corrections: Neil Campbell and Barney Tihema
 - (c) Ministry of Justice: Tony Fisher

6.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE AND THE DEPARTMENT OF CORRECTIONS

- 11.2 The contact person for the Governance Entity for all matters relating to this relationship agreement is [add title].
- 11.3 The contact persons named in clauses 11.1 and 11.2 will change over time as the Combined Justice Sector Agencies, Ngāti Rangi and their relationships evolve.

12 SPECIAL CONDITIONS

- 12.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993.

13 OFFICIAL INFORMATION

- 13.1 The Combined Justice Sector Agencies are subject to the requirements of the [Official Information Act 1982](#) ("OIA").
- 13.2 The Combined Justice Sector Agencies and their Ministers may be required in accordance with the OIA to disclose information that they hold relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 13.3 The Combined Justice Sector Agencies will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Combined Justice Sector Agencies in a timely fashion, so that the Combined Justice Sector Agencies are able to meet the statutory timeframes for responding to the relevant request for information.

14 PROBLEM RESOLUTION

- 14.1 If a problem arises in relation to this relationship agreement that cannot be resolved by the contact person at clause 11.1 it shall be escalated to their respective managers to resolve. If the manager concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.

15 REVIEW

- 15.1 The parties may agree to review the operation of this relationship agreement from time to time.

16 AMENDMENT

- 16.1 The parties may agree in writing to vary the provisions of this relationship agreement.

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

6.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE AND THE DEPARTMENT OF CORRECTIONS

SIGNED for and on behalf of [the Ministry of Justice] in the presence of:

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of [New Zealand Police] in the presence of:

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of [the Department of Corrections] in the presence of:

WITNESS

Name:

Occupation:

Address:

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

**6.1: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF JUSTICE, NEW
ZEALAND POLICE AND THE DEPARTMENT OF CORRECTIONS**

SIGNED by the trustees of Te Tōtarahoe o
Paerangi Trust in the presence of:

[_____]
Chairperson/Deputy Chairperson

WITNESS

[_____]

Name:

Occupation:

[_____]

Address:

**6.2 RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND
THE MINISTRY FOR VULNERABLE CHILDREN ORANGA TAMARIKI**

**6.2: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR VULNERABLE
CHILDREN ORANGA TAMARIKI**

**RELATIONSHIP AGREEMENT BETWEEN
THE MINISTRY FOR VULNERABLE CHILDREN ORANGA TAMARIKI
AND
NGĀTI RANGI**

'Ahakoa haere te Karauna ki hea, ka haere hoki a Ngāti Rangi - Ahakoa haere a Ngāti Rangi ki hea, ka haere hoki ki a te Karauna'.

The Ministry of Social Development and Ngāti Rangi enter into this relationship in the spirit of the whakaaro that where we go, we go together.

1 PURPOSE

1.1 This **Relationship Agreement** formalises the relationship between the Ministry for Vulnerable Children Oranga Tamariki [the "**Ministry**"] and Te Tōtarahoe o Paerangi Trust (the "**Governance Entity**"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that

- (a) an ongoing dialogue is maintained through which the parties are kept aware of each other's interests
- (b) opportunities for collaboration are explored when they arise.

2 NGĀTI RANGI STATEMENT OF VALUES

2.1 Ngāti Rangi are the mana whenua and tangata whenua of the Ruapehu rohe.

2.2 Ngāti Rangi have a vision to continue to vibrantly exist in 1,000 years' time - kia mura ai te ora o Ngāti Rangi ki tua o ngā 1,000 tau.

2.3 The shared values of Ngāti Rangi are:

- (a) Kia mana ai ngā mahi - to act with integrity and honesty;
- (b) Kia mau ai ki manaakitanga - to care wholeheartedly;
- (c) Kia tika ai tōu tūrangawaewae - to be accountable;
- (d) Kia ū ai ki ngā tikanga - to be duty-bound; and
- (e) Kia rapu ai te mea ngāro - to unleash potential.

2.4 Ngāti Rangi's fundamental aspiration is that their people are healthy, well and thriving. Their connection with the natural world is central to their identity and wellbeing, and as mana whenua, the exercise of kaitiakitanga is a key responsibility to uphold for generations recent and to come.

**6.2: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR VULNERABLE
CHILDREN ORANGA TAMARIKI**

3 RELATIONSHIP PRINCIPLES

- 3.1 The Relationship Agreement between the Ministry and the Governance Entity will operate under the following principles:
- (a) kia mau ki te wairoa o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - (b) maintain a 'no surprises' approach;
 - (c) acknowledge that the relationship is evolving, not prescribed;
 - (d) building opportunities to advance the kaitiakitanga and hauoratanga aspirations of Ngāti Rangi including (but not limited to) those aspirations set out in the Ruapehu Whānau Transformation Plan;
 - (e) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
 - (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
 - (g) respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - (h) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 3.2 This relationship agreement is intended to further enhance the existing relationships between the Ministry and the Governance Entity.
- 3.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the Ministry's capability, resources and mandated work programme and priorities of the Ministry and the government of the day.
- 3.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.
- 3.5 In accordance with the principles listed at 3.1, the limitations expressed above at 3.3 and 3.4 do not preclude either party from agreeing to explore other opportunities beyond those limitations on a no prejudice basis.
- 3.6 The Ministry's relationship with Ngāti Rangi is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through Ngāti Rangi's rohe (i.e. geographic area of interest)

4 NGĀTI RANGI ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 4.1 [section for Ngāti Rangi to provide a statement about themselves and aspirations for the relationship with the Ministry - this can refer to the Ruapehu Whānau Transformation Plan but should not be time-bound]

**6.2: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR VULNERABLE
CHILDREN ORANGA TAMARIKI**

5 THE ROLE OF THE MINISTRY

- 5.1 Ministry is dedicated to supporting any child in New Zealand whose wellbeing is at significant risk of harm now, or in the future.
- 5.2 The Ministry also works with young people who may have offended, or are likely to offend.
- 5.3 The Ministry supports children, family and whānau to restore their mana, their sense of self, their important connections and relationship, their right to heal and recover, and reach their potential.

6 COMMUNICATION

- 6.1 the Ministry will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
 - (a) relationship meetings held to advance clause 1.1;
 - (b) information sharing in accordance with clause 8;
 - (c) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - (d) providing a primary contact at the Ministry for the Governance Entity who will act as a liaison person with other the Ministry staff;
 - (e) providing reasonable opportunities for the Governance Entity to meet with relevant Ministry staff to discuss and (if possible) resolve any issues that may arise; and
 - (f) informing relevant the Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

7 RELATIONSHIP MEETINGS

- 7.1 The parties agree that a [senior representative] of the Governance Entity and the Ministry will participate in an annual relationship meeting;
- 7.2 Before each relationship meeting held in accordance with clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda;
- 7.3 Each party will meet the costs and expenses of its representatives attending relationship meetings;
- 7.4 The first relationship meeting will take place within three months of a written request by the Governance Entity;
- 7.5 Parties may, over certain periods of time, mutually agree not to hold relationship meetings; and
- 7.5 Other meetings may be held from time to time between the Ministry staff and the Governance Entity as mutually agreed.

**6.2: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR VULNERABLE
CHILDREN ORANGA TAMARIKI**

8 INFORMATION SHARING

- 8.1 the Ministry and the Governance Entity recognise the mutual benefit of mutual information exchange.
- 7.2 the Ministry and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngāti Rangī area of interest and statistics and other data of relevance to Ngāti Rangī. Any information that is shared is subject to clause 12.

9 WORK PLAN

- 9.1 As a result of the annual relationship meeting held in accordance with clause 7, and as part of other relationship meetings held in accordance with clause 6, the parties shall develop a work plan.
- 9.2 For the period xxxx to xxxx] the work plan may include projects and topics such as the following:
- (a) Matters relating to care and protection arrangements;
 - (b) Co-design of operational and monitoring processes;
 - (c) Whānau Ora / Te Tihi; and
 - (d) Iwi engagement plans

10 TE KŌPAE

- 10.1 [Te Kōpae is a round table of Crown agencies, Ngāti Rangī, and other local interest groups and organisations who work collaboratively on matters of common interest within the *rohe* of Ngāti Rangī.
- 10.2 "*Kōpae*" is a word that refers to anything that is disc-shaped, such as a traditional round house, a round table, or a nest. Like a nest, all *manu* involved contribute to the strength of Te Kōpae and work together to establish and to maintain it.
- 10.3 The Ministry is committed to contributing to the activities of Te Kōpae].

11 CONTACTS

- 11.1 The contact person for the Ministry for all matters relating to this relationship agreement is [add title].
- 11.2 The contact person for the Governance Entity for all matters relating to this relationship agreement is [add title].
- 11.3 The contact persons named in clauses 11.1 and 11.2 may change from time to time and the the Ministry and Governance Entity agree to update each other as and when this occurs.

**6.2: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR VULNERABLE
CHILDREN ORANGA TAMARIKI**

12 SPECIAL CONDITIONS

- 12.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or cabinet directives, and any applicable law, including the Privacy Act 1993.

13 OFFICIAL INFORMATION

- 13.1 The Ministry is subject to the requirements of the [Official Information Act 1982](#) ("OIA").
- 13.2 The Ministry and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 13.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

14 PROBLEM RESOLUTION

- 14.1 If a problem arises in relation to this relationship agreement that cannot be resolved by the contact person at clause 11.1, it shall be escalated to his/her respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.

15 REVIEW

- 15.1 The parties may agree to review the operation of this relationship agreement from time to time.

16 AMENDMENT

- 16.1 The parties may agree in writing to vary the provisions of this relationship agreement.

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

**6.2: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY FOR VULNERABLE
CHILDREN ORANGA TAMARIKI**

SIGNED for and on behalf of the Ministry
in the presence of:

)
)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the trustees of Te Tōtarahoe o
Paerangi Trust in the presence of:

)
)
)

Chair/Deputy Chairperson

Signature of Witness

Witness Name

[]

Occupation

[]

Address

**6.3 LETTER OF COMMITMENT FROM
THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT**

6.3: LETTER OF COMMITMENT FROM THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

File No. [XX]

August 2017

Chair
Ngāti Rangi PSGE
ADDRESS

Tēnā koe, e [name].

A Letter of Commitment from the Ministry of Business, Innovation and Employment

Congratulations on achieving a Deed of Settlement of the historic Treaty of Waitangi claims of Ngāti Rangi. This is an important milestone for Ngāti Rangi, and we look forward to working with you to advance shared interests and opportunities. On this basis, I would like to take this opportunity to introduce the Ministry of Business, Innovation and Employment (MBIE) and discuss how we might develop a positive and enduring relationship with Ngāti Rangi.

Introducing MBIE

MBIE is a government agency. We are responsible for extensive policy and service delivery functions to support economic development in New Zealand, including various legislative and regulatory frameworks (MBIE is responsible for administering 133 Acts). We also manage the Crown's interests in some economically important natural resources and oversee ownership interests in a number of Crown Entities.

MBIE's purpose is to "grow New Zealand for all". This refers to growing our economy to ensure New Zealand achieves the standard of living and quality of life we aspire to. We seek to grow our economy for New Zealanders now and in the future, with growth that does not compromise our environment or the safety of our workplaces. Some key elements of MBIE's overall work programme are *He kai kei aku ringa: the Crown-Māori Economic Growth Partnership* and the *Regional Growth Programme*. Further information about MBIE is available at www.mbie.govt.nz.

Growing our Understanding of Ngāti Rangi

We are interested in growing our understanding of Ngāti Rangi. We would be pleased to receive from you a statement of your economic development aspirations and your iwi values. We appreciate your aspirations may evolve over time. You are welcome to update us about these matters at any time you consider appropriate.

A Positive and Enduring Working Relationship

We would like to develop a positive ⁸and enduring working relationship with Ngāti Rangi.

MBIE will be available to meet with Ngāti Rangi to discuss your economic development aspirations, and other matters that impact on economic development within your rohe, at your request. We would be pleased to provide information about programmes and services administered by MBIE that may support you to achieve your aspirations.

⁸ Draft Only, for discussion.

6.3: LETTER OF COMMITMENT FROM THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

We will hold a general relationship meeting with Ngāti Rangi at least once in every calendar year. We would be happy to work alongside other government agencies to address economic development aspirations and related issues identified by Ngāti Rangi.

I am the key contact person for MBIE. You are welcome to contact [position title] at any time at liz.teamo@mbie.govt.nz or 021 224 8406. He/she will be available to facilitate and support engagement for Ngāti Rangi with the appropriate groups within MBIE, depending on the nature of your interests. If there are any changes in personnel at MBIE that impact on our relationship with Ngāti Rangi, we will be sure to update you so that you always have one consistent point of contact with our Ministry

Information Sharing

MBIE recognises that information about various aspects of economic development will be valuable for Ngāti Rangi. To this end, Ngāti Rangi is able to request information about economic development issues and opportunities from MBIE. We will use our best endeavours to share relevant information, while recognising that sometimes there may be some limitations (for example, privacy issues arising from various legislative obligations that apply to MBIE).

Te Kōpae

Te Kōpae is a round table of Crown agencies, Ngāti Rangi, and other local interest groups and organisations who work collaboratively on matters of common interest within the *rohe* of Ngāti Rangi.

Te Kōpae is a word that refers to anything that is disc-shaped, such as a traditional round house, a round table, or a nest. Like a nest, all *manu* involved contribute to the strength of *Te Kōpae*: we all work together to establish and to maintain it.

MBIE is committed to contributing to the activities of *Te Kōpae*.

[Other Matters]

[Text about other matters]

Yours sincerely

[Deputy Chief Executive / Chief Executive]
Liz Te Amo
Executive Director, Te Kupenga
Ministry of Business, Innovation and Employment⁹

⁹ Draft Only, for discussion

**6.4 RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE
MINISTRY OF EDUCATION**

6.4: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF EDUCATION

RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF EDUCATION AND NGĀTI RANGI

'Ahakoa haere te Karauna ki hea, ka haere hoki a Ngāti Rangi - Ahakoa haere a Ngāti Rangi ki hea, ka haere hoki ki a te Karauna'.

The Ministry of Education and Ngāti Rangi enter into this relationship in the spirit of the whakaaro that where we go, we go together.

1 PURPOSE

1.1 This **Relationship Agreement** formalises the relationship between the Ministry of Education (the "**Ministry**") and Te Tōtarahoe o Paerangi Trust (the "**Governance Entity**"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that

- (a) an ongoing dialogue is maintained through which the parties are kept aware of each other's interests; and
- (b) opportunities for collaboration are explored when they arise.

2 NGĀTI RANGI STATEMENT OF VALUES

2.1 Ngāti Rangi are the mana whenua and tangata whenua of the Ruapehu rohe.

2.2 Ngāti Rangi have a vision to continue to vibrantly exist in 1,000 years' time - kia mura ai te ora o Ngāti Rangi ki tua o ngā 1,000 tau.

2.3 The shared values of Ngāti Rangi are:

- (a) Kia mana ai ngā mahi - to act with integrity and honesty;
- (b) Kia mau ai ki manaakitanga - to care wholeheartedly;
- (c) Kia tika ai tōu tūrangawaewae - to be accountable;
- (d) Kia ū ai ki ngā tikanga - to be duty-bound; and
- (e) Kia rapu ait e mea ngāro - to unleash potential.

2.4 The Governance Entity's fundamental aspiration is that their people are healthy, well and thriving. Their connection with the natural world is central to their identity and wellbeing, and as mana whenua, the exercise of kaitiakitanga is a key responsibility to uphold for generations recent and to come.

3 RELATIONSHIP PRINCIPLES

3.1 The Relationship Agreement between the Ministry and the Governance Entity will operate under the following principles:

- (a) kia mau ki te wairoa o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
- (b) maintain a 'no surprises' approach;
- (c) acknowledge that the relationship is evolving, not prescribed;

6.4: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF EDUCATION

- (d) building opportunities to advance the kaitiakitanga and hauoratanga aspirations of Ngāti Rangi;
 - (e) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
 - (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
 - (g) respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - (h) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 3.2 This relationship agreement is intended to further enhance the existing relationships between the Ministry and the Governance Entity. Nothing in this agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.
- 3.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Ministry and of the government of the day.
- 3.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.
- 3.5 In accordance with the principles listed at 3.1, the limitations expressed above at 3.3 and 3.4 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

4 NGĀTI RANGI ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 4.1 [section for Ngāti Rangi to provide a statement about themselves and aspirations for the relationship with [...] - this can refer to the Ruapehu Whānau Transformation Plan but should not be time-bound]

5 COMMUNICATION

- 5.1 Parties will maintain effective and efficient communication with each other on a continuing basis through:
- (a) relationship meetings held to advance clause 1.1;
 - (b) the Governance Entity providing and the Ministry maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - (c) the Ministry providing a primary contact at the Ministry for the Governance Entity who will act as a liaison person with other the Ministry staff;
 - (d) the Governance Entity providing a primary contact at the Governance Entity for the the Ministry who will act as a liaison person with other Governance Entity staff;

6.4: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF EDUCATION

- (e) each party providing the other reasonable opportunities to meet with relevant staff to discuss and (if possible) resolve any issues that may arise; and
- (f) the Ministry informing relevant the Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

6 RELATIONSHIP MEETINGS

- 6.1 The parties agree that a [senior representative] of the Governance Entity and the Ministry will participate in an annual relationship meeting;
- 6.2 Before each relationship meeting held in accordance with clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda;
- 6.3 Each party will meet the costs and expenses of its representatives attending relationship meetings;
- 6.4 The first relationship meeting will take place within three months of a written request by the Governance Entity;
- 6.5 Parties may, over certain periods of time, mutually agree not to hold relationship meetings; and
- 6.6 Other meetings may be held from time to time between the Ministry staff and the Governance Entity as mutually agreed.

7 INFORMATION SHARING

- 7.1 The Ministry and the Governance Entity recognise the mutual benefit of information exchange.
- 7.2 The Ministry and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngāti Rangi area of interest and statistics and other data of relevance to Ngāti Rangi. Any information that is shared is subject to clause 12.

8 TE KŌPAE

- 8.1 The Ministry commits to working collaboratively, where it is mutually beneficial to do so, alongside other Crown agencies, the Governance Entity, and other local groups and organisations, on matters of mutual interest in Ngāti Rangi's rohe and region.

9 CONTACTS

- 9.1 The contact person for the Ministry for all matters relating to this relationship agreement is [add title].
- 9.2 The contact person for the Governance Entity for all matters relating to this relationship agreement is [add title].
- 9.3 The contact persons named in clauses 11.1 and 11.2 may change over time as the Ministry, Ngāti Rangi and their relationship evolve.

6.4: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF EDUCATION

10 SPECIAL CONDITIONS

- 10.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

11 OFFICIAL INFORMATION

- 11.1 The Ministry is subject to the requirements of the [Official Information Act 1982](#) ("OIA").
- 11.2 The Ministry its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 11.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to [CA in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

12 PROBLEM RESOLUTION

- 12.1 If a problem arises in relation to this relationship agreement that cannot be resolved by the contact persons at clauses 11.1 and 11.2, it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.

13 REVIEW

- 13.1 The parties may agree to review the operation of this relationship agreement from time to time.

14 AMENDMENT

- 14.1 The parties may agree in writing to vary the provisions of this relationship agreement.

SIGNED for and on behalf of the Ministry)
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

6.4: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF EDUCATION

SIGNED by the trustees of Te Tōtarahoe o)
Paerangi Trust in the presence of:)
)

Signature of Witness

Chair/Deputy Chairperson

Witness Name

[]

Occupation

[]

Address

**6.5 RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE
MINISTRY OF SOCIAL DEVELOPMENT**

6.5: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF SOCIAL DEVELOPMENT

RELATIONSHIP AGREEMENT BETWEEN
THE MINISTRY OF SOCIAL DEVELOPMENT
AND
NGĀTI RANGI

'Ahakoa haere te Karauna ki hea, ka haere hoki a Ngāti Rangi - Ahakoa haere a Ngāti Rangi ki hea, ka haere hoki ki a te Karauna'.

The Ministry of Social Development and Ngāti Rangi enter into this relationship in the spirit of the whakaaro that where we go, we go together.

1 PURPOSE

1.1 This **Relationship Agreement** formalises the relationship between the Ministry of Social Development [the "**Ministry**"] and Te Tōtarahoe o Paerangi Trust (the "**Governance Entity**"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that

- (a) an ongoing dialogue is maintained through which the parties are kept aware of each other's interests; and
- (b) opportunities for collaboration are explored when they arise.

2 NGĀTI RANGI STATEMENT OF VALUES

2.1 Ngāti Rangi are the mana whenua and tangata whenua of the Ruapehu rohe.

2.2 Ngāti Rangi have a vision to continue to vibrantly exist in 1,000 years' time - kia mura ai te ora o Ngāti Rangi ki tua o ngā 1,000 tau.

2.3 The shared values of Ngāti Rangi are:

- (a) Kia mana ai ngā mahi - to act with integrity and honesty;
- (b) Kia mau ai ki manaakitanga - to care wholeheartedly;
- (c) Kia tika ai tōu tūrangawaewae - to be accountable;
- (d) Kia ū ai ki ngā tikanga - to be duty-bound; and
- (e) Kia rapu ai te mea ngāro - to unleash potential.

2.4 Ngāti Rangi's fundamental aspiration is that their people are healthy, well and thriving. Their connection with the natural world is central to their identity and wellbeing, and as mana whenua, the exercise of kaitiakitanga is a key responsibility to uphold for generations recent and to come.

6.5: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF SOCIAL DEVELOPMENT

3 RELATIONSHIP PRINCIPLES

- 3.1 The Relationship Agreement between the Ministry and the Governance Entity will operate under the following principles:
- (a) kia mau ki te wairoa o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - (b) maintain a 'no surprises' approach;
 - (c) acknowledge that the relationship is evolving, not prescribed;
 - (d) building opportunities to advance the kaitiakitanga and hauoratanga aspirations of Ngāti Rangi including (but not limited to) those aspirations set out in the Ruapehu Whānau Transformation Plan;
 - (e) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
 - (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
 - (g) respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - (h) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 3.2 This relationship agreement is intended to further enhance the existing relationships between the Ministry and the Governance Entity.
- 3.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the Ministry's capability, resources and mandated work programme and priorities of the Ministry and the government of the day.
- 3.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.
- 3.5 In accordance with the principles listed at 3.1, the limitations expressed above at 3.3 and 3.4 do not preclude either party from agreeing to explore other opportunities beyond those limitations on a no prejudice basis.

4 NGĀTI RANGI ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 4.1 [section for Ngāti Rangi to provide a statement about themselves and aspirations for the relationship with the Ministry - this can refer to the Ruapehu Whānau Transformation Plan but should not be time-bound].

5 THE ROLE OF THE MINISTRY

- 5.1 Ko ta mātou he whakamana tangata kia tū haumarū, kia tū kaha, kia tū motuhake: the mission of the Ministry is to help New Zealanders to help themselves to be safe, strong and independent.

6.5: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF SOCIAL DEVELOPMENT

- 5.2 The Ministry is working towards achieving the above (5.1) through providing:
- (a) employment, income support and superannuation services;
 - (b) funding to community service providers;
 - (c) policy and advice to government;
 - (d) student allowances and loans; and
 - (e) social housing assistance.
- 5.3 People who work for the Ministry:
- (a) All own what they all do;
 - (b) Take responsibility for what they do;
 - (c) Understand their role in the big picture and who can help;
 - (d) Navigate through ambiguity and the opportunity it brings to create better ways of doing things;
 - (e) Act with integrity, courage and transparency, and
 - (f) Celebrate achievements and those of the Ministry's clients.
- 5.4 The Ministry's relationship with Ngāti Rangi is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through Ngāti Rangi's rohe (i.e. geographic area of interest)

6 COMMUNICATION

- 6.1 The Ministry will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held to advance clause 1.1;
 - (b) information sharing in accordance with clause 8;
 - (c) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - (d) providing a primary contact at the Ministry for the Governance Entity who will act as a liaison person with other the Ministry staff;
 - (e) providing reasonable opportunities for the Governance Entity to meet with relevant Ministry staff to discuss and (if possible) resolve any issues that may arise; and
 - (f) informing relevant the Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

6.5: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF SOCIAL DEVELOPMENT

7 RELATIONSHIP MEETINGS

- 7.1 The parties agree that a [senior representative] of the Governance Entity and the Ministry will participate in quarterly relationship meetings.
- 7.2 The Ministry's representative will be the Regional Commissioner for Social Development. However, if they are unable to attend, they will send an appropriate senior member of their leadership team who is delegated to make decisions upon their behalf.
- 7.3 Before each relationship meeting held in accordance with clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda.
- 7.3 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 7.4 The first relationship meeting will take place within three months of a written request by the Governance Entity.
- 7.5 Parties may, over certain periods of time, mutually agree not to hold relationship meetings.
- 7.5 Other meetings may be held from time to time between Ministry staff and the Governance Entity as mutually agreed.

8 INFORMATION SHARING

- 8.1 The Ministry and the Governance Entity recognise the mutual benefit of mutual information exchange.
- 8.2 The Ministry and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngāti Rangī area of interest and statistics and other data of relevance to Ngāti Rangī. Any information that is shared is subject to clause 12.
- 8.3 The Ministry is committed to sharing meaningful and relevant details of its on-going Work Plan for the purpose of informing the Governance Entity of the Ministry's current activities and for seeking out further opportunities to partner for shared outcomes.
- 8.4 The Ministry is committed to providing up-to-date information about changes to our Work Plan in a transparent and timely manner.
- 8.5 The Ministry is committed to providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this relationship agreement. Types of information that the Ministry may share with Ngāti Rangī include (but are not limited to) the following:
 - (a) Financial Assistance Payments - providing relevant data, information and emerging trends on working age financial assistance payments including a breakdown to various demographics including assistance type, gender, location and ethnicity.

6.5: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF SOCIAL DEVELOPMENT

- (b) Employment and labour market intelligence (including any potential opportunities for joint initiatives)
- (c) Social Investment data on key outcomes in the rohe of Ngāti Rangi

9 WORK PLAN

- 9.1 As a result of the annual relationship meeting held in accordance with clause 7, and as part of other relationship meetings held in accordance with clause 6, the parties shall develop a work plan.
- 9.2 The Ministry, represented by its Regional Commissioner and support, will meet with Ngāti Rangi quarterly and go over the Ministry's Service Delivery work programme and any new policies or processes that may be of interest to Ngāti Rangi
- 9.3 Ngāti Rangi will meet with Ministry staff, both in their region and at National Office to develop a good data/information platform for Ngāti Rangi and explore the co-design of Social Investment initiatives for shared social outcome priorities.

10 TE KŌPAE

- 10.1 [Te Kōpae is a round table of Crown agencies, Ngāti Rangi, and other local interest groups and organisations who work collaboratively on matters of common interest within the *rohe* of Ngāti Rangi.
- 10.2 "*Kōpae*" is a word that refers to anything that is disc-shaped, such as a traditional round house, a round table, or a nest. Like a nest, all *manu* involved contribute to the strength of Te Kōpae and work together to establish and to maintain it.
- 10.3 The Combined Justice Sector Agencies are committed to contributing to the activities of Te Kōpae].

11 CONTACTS

- 11.1 The contact person for the Ministry for all matters relating to this relationship agreement is [add title].
- 10.2 The contact person for the Governance Entity for all matters relating to this relationship agreement is [add title].
- 11.3 The contact persons named in clauses 11.1 and 11.2 may change from time to time and the the Ministry and Governance Entity agree to update each other as and when this occurs.

12 SPECIAL CONDITIONS

- 12.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or cabinet directives, and any applicable law, including the Privacy Act 1993.

13 OFFICIAL INFORMATION

- 13.1 The Ministry is subject to the requirements of the [Official Information Act 1982](#) ("OIA").

6.5: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF SOCIAL DEVELOPMENT

- 13.2 The Ministry and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 13.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

14 PROBLEM RESOLUTION

- 14.1 If a problem arises in relation to this relationship agreement that cannot be resolved by the contact person at clause 11.1 it shall be escalated to his/her respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.

15 REVIEW

- 15.1 The parties may agree to review the operation of this relationship agreement from time to time.

16 AMENDMENT

- 16.1 The parties may agree in writing to vary the provisions of this relationship agreement.

SIGNED for and on behalf of the Ministry)
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

6.5: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND THE MINISTRY OF SOCIAL DEVELOPMENT

SIGNED by the trustees of Te Tōtarahoe o)
Paerangi Trust in the presence of:)
)

Signature of Witness

Chair/Deputy Chairperson

Witness Name

[]

Occupation

[]

Address

6.6 RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND TE PUNI KŌKIRI

6.6: RELATIONSHIP AGREEMENT BETWEEN NGĀTI RANGI AND TE PUNI KŌKIRI

[Note: Te Puni Kōkiri and Ngāti Rangi have agreed to finalise the wording of their relationship agreement following the initialling of this deed. The final relationship agreement will be based on the existing relationship between the two parties and will be inserted into the signing version of this document.]

**7. LETTER OF RECOGNITION WITH THE MINISTRY
FOR PRIMARY INDUSTRIES**

7: LETTER OF RECOGNITION WITH THE MINISTRY FOR PRIMARY INDUSTRIES

Ministry for Primary Industries
Manatū Ahu Matua



[Date]

[Address]

Tēnā koe [xxx]

NGĀTI RANGI FISHERIES LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Ngāti Rangi Claims Settlement Act 20[xx]. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Ngāti Rangi, the Ministry for Primary Industries (the Ministry) now extends to you this Letter of Recognition.

This letter sets out how the Ministry and Ngāti Rangi will work constructively together, in partnership, to fully implement the Crown's obligations arising from the Fisheries Deed of Settlement 1992, and the Deed of Settlement signed between the Crown and Ngāti Rangi on [Date of settlement].

Tangata whenua input and participation

The Fisheries Act 1996 provides for the input and participation of tangata whenua, being iwi and hapū, into certain sustainability matters and decisions that concern fish stocks and the effects of fishing on the aquatic environment. The Fisheries Act 1996 also provides that the responsible Minister, the Minister for Primary Industries (the Minister), must have particular regard to kaitiakitanga when making decisions on those matters.

Recognition of Ngāti Rangi as tangata whenua

The Ministry recognises Ngāti Rangi as tangata whenua within their Area of Interest. The Ministry acknowledges that Ngāti Rangi have a special relationship with, and an interest in, the sustainable utilisation of all species of fish, aquatic life, and seaweed administered under the Fisheries Act 1996, within their Area of Interest.

The Ministry acknowledges that Ngāti Rangi also have a customary, non-commercial interest in all species of fish, aquatic life, and seaweed administered under the Fisheries Act 1996, within to their Area of Interest.

National Fisheries Plans

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (FFP) strategy. A central element of this strategy is the establishment of integrated Fisheries Management Area (FMA) forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

7: LETTER OF RECOGNITION WITH THE MINISTRY FOR PRIMARY INDUSTRIES

Ngāti Rangi involvement in fisheries planning processes and National Fisheries Plans

The Ministry will ensure that the Ngāti Rangi Governance Entity [the Ngāti Rangi PSGE] has an opportunity to contribute to the development of a FFP, which the Ministry may assist in developing. This will ensure that Ngāti Rangi fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that the Ngāti Rangi PSGE has an opportunity to participate in and contribute to any future engagement process, which may be developed at a regional level or national level, provided that these processes are adopted to allow for the input and participation of tangata whenua into fisheries processes, within the Ngāti Rangi Area of Interest.

Species of importance

The Ministry recognises that [name of shellfish/fish species] are important [shellfish/fish] species to Ngāti Rangi, within the area of interest.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Rangi, and may be put in place within the Area of Interest by the Ngāti Rangi PSGE.

The Ministry and Ngāti Rangi acknowledge that a traditional rāhui placed by the Ngāti Rangi PSGE over their customary fisheries has no force in law, cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. Ngāti Rangi undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Ngāti Rangi PSGE over their customary fisheries, and also the reasons for the rāhui.

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes 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 the Ngāti Rangi PSGE over their customary fisheries.

Nāku noa, nā

[Name]
Director General
Ministry for Primary Industries

8. LETTER OF COMMITMENT OR ITS EQUIVALENT

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Ngāti Rangi Taonga

The Parties

The parties to this Letter of Commitment (Letter) are:

- Ngāti Rangi;
- The Department of Internal Affairs (the Crown agency responsible for the National Library and Archives New Zealand); and
- The Museum of New Zealand (Te Papa Tongarewa).

The Crown agency responsible for the National Library and Archives New Zealand 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.

Introduction

- A Under the Deed of Settlement dated [date] between Ngāti Rangi and the Crown (the "Deed of Settlement"), the parties agreed to the development of a letter of commitment ("Letter") between Archives New Zealand, the National Library, Te Papa Tongarewa, and Ngāti Rangi to facilitate the care and management, access and use, and development and revitalisation of Ngāti Rangi taonga.
- B In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs will be accountable for the functions of the National Library and of Archives New Zealand.
- C The parties have entered into this Letter consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
- D The parties wish to record in this Letter their common commitment relating to the care and management, use, development and revitalisation of, and access to, Ngāti Rangi taonga (whether held by Ngāti Rangi whanau and hapu, the Crown agency responsible for the National Library and Archives New Zealand or Te Papa Tongarewa).
- E The parties acknowledge that this common commitment is intended to support and promote the vision of Ko nga taonga tuku iho o Ngāti Rangi.

Purpose

1. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Rangi taonga; whether held by Ngāti Rangi whanau and hapu or the Crown parties.

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2. The parties recognise the following, 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:
 - 2.1. the significance of Ngāti Rangi taonga to the maintenance and development of Ngāti Rangi culture and to enriching the cultural life of New Zealand;
 - 2.2. that Ngāti Rangi taonga is held and looked after by Ngāti Rangi whanau and hapu, and also by the Crown parties to this Letter;
 - 2.3. Ngāti Rangi's cultural and spiritual authority in relation to Ngāti Rangi taonga;
 - 2.4. that active and meaningful engagement by the Crown parties with Ngāti Rangi in the care and management, use, development and revitalisation of, and access to, Ngāti Rangi taonga is required as agreed in the work plans;
 - 2.5. that innovative and technological solutions are required to provide opportunities for Ngāti Rangi's youthful population, and the over 80% of that population who are living outside the traditional tribal rohe, to connect with Ngāti Rangi culture and identity; and
 - 2.6. the need for an enduring and collaborative relationship to be developed between Ngāti Rangi and the Crown parties.

Vision

3. The Crown parties recognise and respect Ngāti Rangi's vision which is:

Ko nga taonga tuku iho o Ngāti Rangi -

Ngāti Rangi taonga, an enduring legacy in perpetuity for Ngāti Rangi

4. This vision is intended to facilitate access to Ngāti Rangi taonga and their care and management, use, development and revitalisation.
5. The basis for this vision for the future is to contribute positively towards a situation where:
 - 5.1. Ngāti Rangi culture, heritage and language are thriving; members have a clear sense of their identity, history, traditions and language; and contemporary Ngāti Rangi arts and culture continue to emerge.
 - 5.2. Ngāti Rangi history is well documented and is easy to discover and access by Ngāti Rangi members, New Zealanders and a global audience; and Ngāti Rangi members are actively interacting with and adding to Ngāti Rangi content.
 - 5.3. Ngāti Rangi have a relationship with each Crown party in furtherance of the care and management, use, development and revitalisation of, and access to, Ngāti Rangi taonga held by each party.
 - 5.4. Ngāti Rangi are able to exercise appropriate authority over Ngāti Rangi taonga as described in the principles, recognising the authority that the respective Crown parties exercise under statute.

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6. The vision of Ngāti Rangi is built upon the already existing relationships between Ngāti Rangi and the Crown parties. The parties recognise the common role shared by the Crown parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources. The parties recognise the importance of this existing relationship as contributing towards the role of the Crown parties.

Principles

7. The Crown parties recognise and respect the following principles which will guide the parties in fulfilling the Ngāti Rangi vision:
- 7.1. Toitu te Mana Atua (Principle 1): Ngāti Rangi taonga is cared for, managed, developed and revitalised in a manner which is consistent with Ngāti Rangi tikanga, and will ensure access, use and discoverability for future Ngāti Rangi generations;
 - 7.2. Toitu te Mana Whenua (Principle 2): Ngāti Rangi taonga is actively cared for and managed in a manner that respects its origins and connections to Ngāti Rangi whanau and hapu;
 - 7.3. Toitu te Mana Tangata (Principle 3): Ngāti Rangi taonga is accessed in a manner which is consistent with the tikanga of Ngāti Rangi whanau and hapu; and
 - 7.4. Toitu te Tiriti o Waitangi (Principle 4): Ngāti Rangi taonga is managed consistent with the partnership principle underlying te Tiriti o Waitangi/the Treaty of Waitangi.
8. Ngāti Rangi and the Crown parties have entered into this Letter in good faith and as equals. Ngāti Rangi and the Crown parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

Effect

9. The parties acknowledge that this Letter is not intended to constitute a contract between the Parties that is enforceable at law.
10. Resourcing of activities under this Letter will be within the existing resource limits and align with the Government priorities of the day.
11. Ngāti Rangi acknowledges that all agreements and commitments contained in this Letter are subject to 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

12. Within 12 months of Settlement Date each of the Crown parties will confirm joint work plans with Ngāti Rangi, in relation to matters consistent with the purpose of this Letter. The work plans may:
- 12.1. Provide the detail of the commitments agreed by Ngāti Rangi and each respective Crown party;
 - 12.2. Set out a timetable and milestones for delivering on any agreed commitments;

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- 12.3. Confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 12.4. Identify a process for resolving any issues or disputes;
 - 12.5. Identify key contact persons for the parties;
 - 12.6. Provide for mutually agreed outcomes; and
 - 12.7. Provide for the work plans to be reviewed at the annual meeting.
13. Final topics for the work plans will be mutually agreed by Ngāti Rangi 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

14. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
- 14.1. Collaborative Care and Management of Ngāti Rangi taonga held by Crown parties:
- (a) To provide access, advice and guidance on taonga and cultural heritage issues.
 - (b) To work collaboratively with Ngāti Rangi, as far as reasonably practicable, to develop and maintain inventories for Ngāti Rangi taonga.
 - (c) To work collaboratively with Ngāti Rangi to research Ngāti Rangi taonga.
 - (d) To work with Ngāti Rangi to develop metadata for Ngāti Rangi taonga.
 - (e) To work collaboratively with Ngāti Rangi on taonga care, management, and storage.
 - (f) To develop mutually beneficial research projects that enhance the understanding of Ngāti Rangi taonga and Ngāti Rangi culture.
- 14.2. Sharing knowledge and expertise associated with Ngāti Rangi cultural heritage:
- (a) 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.
 - (b) To share information on database use and research methodologies specific to, or that can be applied towards, Ngāti Rangi taonga.
 - (c) To work together on exhibition planning processes and related activities specific to Ngāti Rangi taonga.
 - (d) To seek advice from Ngāti Rangi regarding specific policy and tikanga guidance as it relates to Ngāti Rangi taonga.

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

14.3. Opportunities for increased learning and capacity building relating to Ngāti Rangi taonga through:

- (a) Conservation and training in taonga preservation.
- (b) Collection management systems.
- (c) Digitisation initiatives.
- (d) Training and development, with possible internships.

Work Plan Topics Specific to Crown Parties

15. 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 National Library

15.1. Collaborative Care and Management of Taonga:

- (a) To work with Ngāti Rangi to develop processes to record what material relating to Ngāti Rangi taonga is being accessed from the collections.
- (b) To work with Ngāti Rangi to develop protocols concerning use of and access to material relating to Ngāti Rangi taonga.
- (c) To work with Ngāti Rangi to develop exhibition opportunities relating to Ngāti Rangi taonga.
- (d) To provide Ngāti Rangi the opportunity to share their matauranga regarding key activities and events at National Library.

15.2. Sharing knowledge and expertise associated with Ngāti Rangi taonga:

- (a) To share knowledge and expertise on Ngāti Rangi taonga held overseas.
- (b) To broker relationships with New Zealand and international libraries and heritage organisations.

Work Plan Topics Particular to the Archives New Zealand

15.3. Collaborative Care and Management of Taonga:

- (a) To work with Ngāti Rangi to develop processes to record what material relating to Ngāti Rangi taonga is being accessed from the collections.
- (b) To work with Ngāti Rangi to develop protocols concerning use of and access to materials relating to Ngāti Rangi taonga.
- (b) To consult with Ngāti Rangi regarding, and provide Ngāti Rangi with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Ngāti Rangi taonga that is superfluous to the needs of Archives New Zealand.

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

- d) To develop a process to provide information to Ngāti Rangi on the type of research being conducted when Ngāti Rangi taonga is being accessed.

15.4. Monitoring delivery of service

- (a) To develop processes to monitor the effectiveness of the relationship with and services to Ngāti Rangi in achieving outcomes mutually agreed in the work plans.

15.5. Analysis and reporting

- (a) To prepare and prioritise a list of key questions to ask regularly in written reports to Ngāti Rangi which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

15.6. Advice for public offices and local authorities on access to Ngāti Rangi taonga

- (a) To consult with Ngāti Rangi, and advise public offices and local authorities, on best practice in making access decisions for access to Ngāti Rangi taonga held by the public archives and local authorities.

Work Plan Topics Particular to Te Papa Tongarewa

15.7. To work with Ngāti Rangi consistent with the principle of Mana Taonga which:

- (a) 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
- (b) shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

15.7.1 Collaborative Care and Management of Taonga

- (a) To maintain an inventory of Ngāti Rangi taonga held at Te Papa Tongarewa.
- (b) To work with Ngāti Rangi to develop exhibition opportunities.
- (c) To provide opportunities to promote Ngāti Rangi artists at Te Papa Tongarewa.

15.7.2 To provide Ngāti Rangi the opportunity to share their matauranga regarding key activities and events at Te Papa Tongarewa.

- (a) To recognise Ngāti Rangi as an iwi authority for Ngāti Rangi in relation to taonga issues.
- (b) To consult with Ngāti Rangi regarding, and provide Ngāti Rangi with the opportunity to acquire, Ngāti Rangi taonga that may be deaccessioned by Te Papa Tongarewa.

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

15.7.3 Sharing knowledge and expertise associated with Ngāti Rangi cultural heritage kaupapa

- (a) To share knowledge and expertise associated with Ngāti Rangi cultural heritage kaupapa, including the following:
 - (i) Legislation (e.g. the Protected Objects Act) museum policies and practices.
 - (ii) Visitor Market Research & Evaluation methodology and data.
 - (iii) Ngāti Rangi taonga held overseas.
- (b) To actively facilitate Ngāti Rangi relationships with New Zealand and international museums, galleries and heritage organisations.
- (c) To actively facilitate opportunities for access and reconnection of Ngāti Rangi taonga through the relationships stated in 16.7.3 b).

Te Papa Tongarewa: Future Aspirations

15.8. In the future Te Papa Tongarewa and Ngāti Rangi will work together on:

- (a) New Zealand Museum Standards Scheme.
- (b) Advice on cultural centre development.
- (c) Commercial Initiatives - publications.
- (d) Iwi Exhibition partnership.
- (e) Contributing to a central portal - web links.

Ongoing Relationships

- 16. The parties agree to meet annually (hui of the parties), at a date to be mutually agreed.
- 17. The inaugural hui of the parties will be held within 12 months of Settlement Date.
- 18. The parties will jointly take responsibility for confirming the annual hui and hui agenda.
- 19. Each party will meet its own cost of attending the annual hui.

Communication

20. The parties commit to:

- 20.1. Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;
- 20.2. As far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
- 20.3. 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;

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

- 20.4. As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and
- 20.5. Include a copy of the Letter on the Crown parties' websites.
21. It is agreed by the parties that any issue of interpretation in this Letter shall be resolved after taking into account the Ngāti Rangi vision and principles.

Changes to Policy and Legislation Affecting this Letter

22. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with Ngāti Rangi on legislative and policy development or review which potentially affects Ngāti Rangi taonga and provide for opportunities for Ngāti Rangi to contribute to such developments.
23. If any of the Crown parties consults with the public or with Maori 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:
- 23.1. Notify Ngāti Rangi of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
- 23.2. Make available to Ngāti Rangi the information provided to Maori as part of the consultation process referred to in this paragraph; and
- 23.3. Advise Ngāti Rangi of the final outcome of any such consultation.

Dispute Resolution

24. 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 Ngāti Rangi and the Chief Executive or relevant Minister for the Crown party (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.
25. Where the dispute has not been resolved within a reasonable period of time in accordance with paragraph 24 then either party may require the dispute to be referred to mediation as follows:
- 25.1. The party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
- 25.2. The parties will seek to agree a mediator and, failing agreement within 15 working days of the date of the notice described in paragraph 25.1 a mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
- (a) familiar with tikanga based dispute resolution; and
- (b) independent of the dispute.

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

- 25.3. The mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.
26. Where a mediator is appointed through the process described in paragraph 25, the costs of the mediation will be met jointly by the parties.

Review Provision

27. 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 has 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 vision, principles and commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.
28. The parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Definitions

- "**Crown parties**" has the same meaning given to it in clause [x] of this Letter.
- "**Letter**" means this Letter of Commitment
- "**National Library**" includes the Alexander Turnbull Library.
- "**Settlement Date**:" has the same meaning as in the Deed of Settlement.
- "**Taonga**" Taonga includes but is not limited to artefacts, heirlooms, human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images.
- "**Toitu**" means everlasting, enduring, unbroken, sustainable and/or inalienable.
- "**Inventories**" means list of information
- "**Deaccessioned**" the permanent removal of an item from the collections of Te Papa Tongarewa

[Issued on [date]]

[name]
[position]
Ngāti Rangi
Date:

[name]
Chief Executive
Department of Internal Affairs
Date:

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

Annex A: Summary of the Role and Functions of each of the Parties to this Letter of Commitment

Ngāti Rangī

1. [to insert]
2. [to insert]
3. [to insert]

National Library of New Zealand (Te Puna Matauranga o Aotearoa)

4. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Matauranga 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.
5. 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.

Archives New Zealand (Te Rua Mahara o te Kawanatanga)

6. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
7. Archives New Zealand works to achieve the following outcomes:
 - (a) Full and accurate records are kept by public sector agencies;
 - (b) Public archives are preserved and well-managed;

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

- (c) Public archives are accessible and used; and
 - (d) The archiving community is coordinated and well led.
8. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in 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.
 9. 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 information. These records form the record of each government administration.
 10. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
 11. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
 12. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Maori, iwi and hapu is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support government recordkeeping and community organisations, Maori, iwi and hapu with the care and management of archives.

Department of Internal Affairs (Te Tari Taiwhenua)

13. The Department of Internal Affairs (the Department) is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
14. 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 six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector.
15. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
16. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates people's activity, encourages compliance and enforces the law;

8: LETTER OF COMMITMENT OR ITS EQUIVALENT

- (d) monitors performance; and
 - (e) currently employs 1500 staff in 21 cities and towns in New Zealand, Sydney and London.
17. Following the integration of the National Library and Archives New Zealand into the Department of Internal Affairs (DIA), the National Library and Archives New Zealand will cease to be departments in their own right. The Chief Executive of DIA will be responsible and accountable for the implementation of, and commitments set out in, this Letter. The Chief Executive will also have an important role in managing the overall relationship with Ngāti Rangi.

Museum of New Zealand (Te Papa Tongarewa)

18. 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.
19. 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.
20. Te Papa Tongarewa's vision is:
- (a) to be relevant to all New Zealanders through stories of our collections and scholarship;
 - (b) to engage through these with communities throughout New Zealand;
 - (c) to be a source of experiences for audiences to grow their understanding and respect for Mātauranga Māori, and the different cultures of New Zealand;
 - (d) to be an access to the best collections from around the world;
 - (e) to be creative, collaborative and outward looking; and
 - (f) to be fun, challenging, and always enriching.

9. LETTER TO LOCAL AUTHORITIES

9: LETTER TO LOCAL AUTHORITIES

[Draft Letter of Introduction to Councils]

Tēnā koe

Ngāti Rangi - Letter of Introduction

On *[date]* the Crown signed a Deed of Settlement with Ngāti Rangi to settle its historical Te Tiriti o Waitangi / Treaty of Waitangi claims. On *[date]* the Ngāti Rangi Claims Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances that Ngāti Rangi has suffered as a result of Crown breaches of Te Tiriti o Waitangi.

In the course of negotiations with the Crown, Ngāti Rangi expressed interest in enhancing their relationships with Councils, including *[Council name]*. In particular, Ngāti Rangi would like to ***[insert Ngāti Rangi aspirations]***.

In the Deed of Settlement, the Crown agreed to write letters encouraging an ongoing co-operative relationship between Ngāti Rangi and *[Council name]* in their core area of interest. Accordingly, I am writing to introduce you to the *[Ngāti Rangi PSGE]* as the governance entity of Ngāti Rangi and to suggest that *[Council name]* makes contact with Ngāti Rangi to further strengthen a co-operative relationship and to discuss matters of common interest.

Ngāti Rangi are located at the western and southern foot of Mount Ruapehu and have approximately 2500 registered beneficiaries. The principal townships within their area of interest are Ohakune and Waiouru. The Whangaehu River is a culturally significant awa for Ngāti Rangi and neighbouring iwi. The establishment of a River entity to protect and make decisions relating to the Whangaehu River is a significant aspect of their settlement package that will involve collaboration with local authorities.

The contact details for the *[Ngāti Rangi PSGE]* are:

[Ngāti Rangi PSGE contact details]

If you have any further questions please contact *[contact person]* at the Office of Treaty Settlements at *[email address]* or *[phone number]*.

Nāku noa, nā

Lillian Anderson
Director, Office of Treaty Settlements

10. ENCUMBRANCES

10.1 PART KARIOI FOREST EASEMENT

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.1: PART KAIORI FOREST EASEMENT

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Grantor

Surname(s) must be underlined.

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of State-Owned Enterprises and the Minister of Finance pursuant to sections 8 and 8A of the Crown Forest Assets Act 1989

Grantee

Surname(s) must be underlined.

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of State-Owned Enterprises and the Minister of Finance pursuant to sections 8 and 8A of the Crown Forest Assets Act 1989

Grantee* of easement or *profit à prendre* or creation of covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this ** day of ** 2018

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way (x2)	To be surveyed	That part of Lot 2 DP 442574 shown purple on the diagram of Karioi Forest in part [] of the attachments subject to survey	That part of Lot 2 DP 442574 shown green on the diagram of Karioi Forest in part [] of the attachments subject to survey / that part of Lot 2 DP 442574 subject to survey known as the Balance of Karioi CFL to be retained by the Crown (Arsenic Dump) subject to survey

Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required*

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007.

The implied rights and powers are hereby **varied/negated/and added to or substituted** by:

Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.

The provisions set out in the Annexure Schedule.

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.1: PART KAIORI FOREST EASEMENT

Covenant provisions

Delete phrases in [] and insert memorandum number as required

~~The provisions applying to the specified covenants are those set out in:~~

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~Annexure Schedule 2.~~

Attestation

SIGNED for and on behalf of **HER
MAJESTY THE QUEEN** as Grantor by
[_____]
Group Manager Crown Property

Signed in the presence of

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation

Address

Attestation

SIGNED for and on behalf of **HER
MAJESTY THE QUEEN** as Grantee by
[_____]
Group Manager Crown Property

Signed in the presence of

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor] for the Grantee

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.1: PART KAIORI FOREST EASEMENT

Annexure Schedule

Insert type of Instrument

Easement

Dated:

of

Pages

Continuation of Easement rights and powers

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Instrument, unless the context otherwise requires:

"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 Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;

"Grantor's Land" means the servient land described in Schedule A, and includes any part thereof;

"Her Majesty the Queen" in right of New Zealand acting by and through the Minister of State-Owned Enterprises and the Minister of Finance" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

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 Schedule are to the clauses and the schedule 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 GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land comprising the stipulated areas described in Schedule A together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Instrument to the intent that the easement shall be forever appurtenant to the Grantor's Land as set out in Schedule A.

2.2 In consideration of the Grantor agreeing to enter into this Instrument the Grantee shall duly observe the obligations imposed on it under this Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.1: PART KAIORI FOREST EASEMENT

Annexure Schedule

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3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

3.1.1 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;

3.1.2 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;

3.1.3 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;

3.1.4 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;

3.1.5 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 3.1.5):

(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.

3.2 Subject to clauses 3.7 and 3.8, 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.

3.3 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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.1: PART KAIORI FOREST EASEMENT

Annexure Schedule

Insert type of Instrument

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- 3.4 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 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed.
- 3.5 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.
- 3.6 Subject to clauses 3.7 and 3.8, 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.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
- 3.7.2 alter the location of the road; or
- 3.7.3 alter the way in which the run-off from the road is disposed of; or
- 3.7.4 change the nature of the road surface; or
- 3.7.5 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.
- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 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 Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.1: PART KAIORI FOREST EASEMENT

Annexure Schedule

Insert type of Instrument

Easement

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4 GRANTOR'S RIGHTS

- 4.1 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.

5 COSTS

- 5.1 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 preparation, registration and enforcement of any provision in this Instrument.

6 LICENCE

- 6.1 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 Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

7 ASSIGNMENT

- 7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to land:

7.1.1 any Crown entity as defined in Section 2 (1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonable withheld.

- 7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

8 DELEGATION

- 8.1 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 Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.1: PART KAIORI FOREST EASEMENT

Annexure Schedule

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of

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9 NOTICES

- 9.1 Any notice to be given by one party under this Easement 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 at:

9.1.1 the Grantor's address as set out in paragraph 1 of Schedule B;

9.1.2 the Grantee's address as set out in paragraph 2 of Schedule B.

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

10 SEVERABILITY

- 10.1 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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

10.1: PART KAIORI FOREST EASEMENT

SCHEDULE B

1 GRANTOR'S ADDRESS:

Land Information New Zealand
Radio New Zealand House
155 The Terrace
P.O. Box 5501
Wellington 6145

2 GRANTEE'S ADDRESS:

Land Information New Zealand
Radio New Zealand House
155 The Terrace
P.O. Box 5501
Wellington 6145

10.2 RANGATAUANUI PROPERTY RIGHT OF WAY EASEMENT

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.2: RANGATAUANUI PROPERTY RIGHT OF WAY EASEMENT

E A S E M E N T I N S T R U M E N T
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

Her Majesty the Queen acting by and through the Minister of Conservation

Grantee

Surname must be underlined

[Ngati Rangi PSGE]

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross and in perpetuity the easement **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

Signature of Grantor

Signed in my presence by the Grantor:

Signature of Witness

Witness Name:

Occupation:

Address:

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

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.2: RANGATAUANUI PROPERTY RIGHT OF WAY EASEMENT

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	<p>The Area defined as "Right of way easement" by a dashed red line on Deed Plan OTS-083-004. Subject to survey</p> <p>The Easement Area</p>	<p>Pt Sec 24C Blk VIII Makotuku SD. Subject to Survey</p> <p>The Grantor's Land</p>	<p>Pt Sec 24C Blk VIII Makotuku SD. Subject to Survey</p>

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

10.2: RANGATAUANUI PROPERTY RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right of the Grantee, its invitees, employees or contractors to go over and across the Easement Area foot or by vehicle or any other means of transport and with all necessary tools, equipment (including firearms), stock and dogs.
- 1.3 The right of way includes –
- 1.3.1 the right to repair and maintain the existing driveway (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
- 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
- 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient, but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
- 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.
- 2.3 The Grantee may transfer or otherwise assign this easement.

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

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.2: RANGATAUANUI PROPERTY RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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3 Repair, maintenance and costs

- 3.2 As the Grantee and the Grantor (or Occupier) share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor or Occupier must repair at its cost all damage caused to the track through its negligence or improper actions.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld but may be given subject to any reasonable conditions –
- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

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

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.2: RANGATAUANUI PROPERTY RIGHT OF WAY EASEMENT

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5 Default

5.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement –

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may –
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

6.1 If a dispute in relation to this easement arises between the Grantor and Grantee –

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) –
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

10.3 BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

10.3: BEDS OF ROTOKURA LAKES 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 [the trustees of Te Totarahoe o Paerangi Trust]
(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 Management of the Conservation Values and the Reserve Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- 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, Rukutia Te Mana, dated and implemented by the Ngāti Rangi Claims Settlement Act
- C The parties to the Deed of Settlement agree the Land's Conservation Values and Reserve Values 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.

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

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 Values"	means the conservation values specified in Schedule 1
"Deed of Settlement"	means the Rukutia Te Mana: Deed of Settlement of Historical Claims dated [XXX] between Ngāti Rangī, the trustees of Te Totarahoe o Paerangi Trust and the Crown
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Land"	means the land described in Schedule 1
"Land's Values"	means the preservation and protection of natural, landscape and historic resources including Conservation Values and the Reserve 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.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means the reserve values specified in Schedule 1
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

- 1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.1.3 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 to preserve and protect the Land's Values;

2.1.2 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

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, or any other plant not endemic to and not sourced from the location in which the Land is situated;

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 a more than minor adverse effect on the Land's 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 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

notices given under, the Biosecurity Act 1993 and in so doing the Owner may undertake minor clearance of vegetation.

- 3.2.2 co-operating with any 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 fire officer in attendance at the fire regarding fire suppression;
- 3.2.3 keeping the Land free from exotic tree species;
- 3.2.4 keeping 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, granting 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 keeping 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 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owner provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land;
 - 4.1.3 do not camp on 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.

10.3: BEDS OF ROTOKURA LAKES 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 DISPOSAL 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 Trespass Act:

- 10.1.1 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;
- 10.1.2 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.

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

10.4 Acceptance of Covenant

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

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 appointment is to be made by the President for the time being of the New Zealand Law Society.

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.

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

- (a) personal delivery, on the date of delivery;
- (b) pre-paid post, on the third working day after posting;
- (c) facsimile, on the day on which it is dispatched or, if dispatched after 5:00pm, on the next day after the date of dispatch;
- (d) electronic mail, on the day of successful delivery of the mail.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 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: _____) _____

Signature of Witness

Witness Name

Occupation

Address

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.3: BEDS OF ROTOKURA LAKES 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:)

Signature of Witness

Witness Name

Occupation

Address

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

SCHEDULE 1

[Note: contents of schedules 1 and 3 are yet to be agreed.]

Description of Land: [Beds of Rotokura Lakes - 13 hectares, approximately, being

Parts Section 1 SO 36750. Excludes Crown stratum. Subject to survey.
As shown on OTS-083-006.]

Conservation Values and Reserve Values to be protected:

The intrinsic value of natural and historic qualities of the land, and the appreciation that may be derived by the public from the opportunity to view and visit the Land. Both lakes are located just to the west of the large Rangataua andesitic lava flow, the largest lava flow in New Zealand that occurred approximately 10,000 – 15,000 years ago. Rotokura is surrounded by ancient beech forest and on a clear day Mount Ruapehu is reflected in the lake's calm waters.

The natural environment of the flora and fauna, the natural landscape amenity, and wildlife habitat include the lake and wetland environment that support a number of forest and wetland birds such as bellbird, fantail, kākā, kereru, kiwi, kākārīki, long-tailed cuckoo, North Island robin, shining cuckoo, robin, tui, crested grebe, grey heron, paradise duck, dabchick, spotless crane, Australian coot, common waterfowl. Long- and short-tailed bats are known to roost in the surrounding forest.

Rotokura (Lake Rotokura) is a shallow rootless crater (ie. no known vent or magma outlet) thought to be formed by a big steam explosion 10,000 – 15,000 years ago. A lava flow likely passed over an old swamp which caused the steam explosion.

Rotokura is tapu to Ngāti Rangī. Visitors are discouraged from eating food near Lake Rotokura or following an old track that encircles the lake. Fishing is also prohibited in this lake to protect and preserve these cultural and historic values for future generations.

Rotoarangirangi (Dry Lake) is a man-made lake that was created for recreational purposes (game birds and fishing) and supports populations of native and exotic waterfowl. Its bed has a mixture of rushes, swampland and drowned tree remnants. It provides a pleasant backdrop to the nearby grassed picnic areas.

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

Operations Manager, Tongariro
Department of Conservation
Mountain Road
Ohakune 4625

Postal:
PO Box 10
Ohakune 4660

Phone: + 64 6 385 0010

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

[Note: contents of schedules 1 and 3 are yet to be agreed.]

1. Despite clause 4.1, members of the public are not permitted to fish on the land or consume food on the bed of Lake Rotokura.
2. Clause 3.1.8 does not apply to the taking or use of water from Lake Rotokura for customary purposes in accordance with Ngāti Rangi tikanga.
3. The parties acknowledge that if Te Pae Ao has obtained the consent of the Minister and trustees of Te Totarahoe o Paerangi Trust under section [75HA(2) of the Ngāti Rangi Claims Settlement Act] then the Land will be administered by Te Pae Ao as if it is a reserve site under Subpart 9 of the [Ngāti Rangi Claims Settlement Act] and clauses 7.129 – 7.175 of the Deed of Settlement.
4. For the avoidance of doubt, clause 3.1.2 only applies to living trees, shrubs or plants that are growing on the Land.

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

Legal Services
Department of Conservation

10.4 ROTOKURA [CAR PARK] EASEMENT

Deed of Settlement between Ngāti Rangi and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.4: ROTOKURA CAR PARK EASEMENT

E A S E M E N T I N S T R U M E N T
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[Ngati Rangi PSGE]

Grantee

Surname must be underlined

Her Majesty the Queen acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross and in perpetuity the easement **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

Signature of Grantor

Signed in my presence by the Grantor:

Signature of Witness

Witness Name:

Occupation:

Address:

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

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

SCHEDULE A

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way Right to locate	[The Area defined as Area A and B on SO XXXXX. Subject to survey] The Easement Area	[Lot 1 DP 70969] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

BACKGROUND

1. The Grantor's Land is subject to a Crown Forestry licence under section 30 of the Crown Forest Assets Act 1989 ("the Act") comprised in CIR WN1300/4.
2. Area A of the Easement Area is adjacent to the Public Access Easement.
3. Area B of the Easement Area is subject to the Public Access Easement.
4. The Grantor and Grantee wish to provide for public access over the Easement Area and the repair, maintenance and improvement of the track and Public Access Structures in the Easement Area.

RIGHTS AND POWERS

5. Rights of way

- 5.1 The right of way includes, to the extent the Occupier has not closed or restricted access to the Easement Area under clause 10 –
 - 5.1.1 the right for the public as the Grantee's invitees to go over and across Area A in the Easement Area on foot, horseback, bicycle, motorcycle or in light motor vehicles, and make reasonable use of the Public Access Structures;
 - 5.1.2 the right of the Grantee and the Grantee's agents, employees, and contractors to go, park, pass, and re-pass over and along the Easement Area. That right to go, park, pass, and re-pass is exercisable at all times, by day and by night, and is exercisable with or without vehicles, machinery, tools and equipment of any kind;
 - 5.1.3 the right of the Grantee to have the Easement Area kept clear at all times of obstructions, whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the track, any replacement driveway, or the Public Access Structures;
 - 5.1.4 the right for the Grantee and the Grantee's agents, employees, and contractors to improve the Easement Area in any way it considers appropriate (altering if necessary the state of that land), including by sealing or widening the existing vehicle track or carpark or any replacement driveway, but:
 - a. consistent with its purposes of public access; and
 - b. without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land;
 - 5.1.5 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land; and
 - 5.1.6 the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

6. Right to locate structures

- 6.1 The right of the Grantee to have located at no cost, repair, maintain and replace the existing Public Access Structures in the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted.

7. General rights and obligations

- 7.1 Except as provided under clause 10, the Grantor must not do and must not allow to be done on the Grantor's Land (including the Easement Area) anything that may interfere with or restrict the rights of the Grantee or its agents, employees, contractors and invitees under this Easement or interfere with the efficient operation of the Easement Area.
- 7.2 The Grantee may transfer or otherwise assign this Easement to a Crown body, local authority or other body that has responsibility for managing public conservation land adjoining the Easement Area.
- 7.3 The rights under this Easement do not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 7.4 No other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 7.5 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

8. Repair, maintenance and costs

- 8.1 Subject to clause 8.2, the Grantee is responsible for arranging the repair and maintenance of the vehicle track, any replacement driveway, and the car park area in the Easement Area and for the associated costs, so as to keep the track, any replacement driveway and the car park area to a standard suitable for its use.
- 8.2 If the Grantee and the Grantor share the use of the track, any replacement driveway or the car park then each of them is responsible for arranging the repair and maintenance of the track, any replacement driveway and the car park on the Easement Area and for the associated costs, so as to keep the track, any replacement driveway, or car park to a standard suitable for their use.
- 8.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 8.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this Easement.
- 8.5 The Grantor must repair at its cost all damage caused to the track, any replacement driveway or Public Access Structures through its negligence or improper actions.

9. Rights of entry

- 9.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in this Easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld or delayed but may be given subject to any reasonable conditions –
- 9.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary vehicles, machinery, tools and equipment of any kind;
- 9.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

- 9.1.3 leave any vehicles, machinery or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 9.2 The Grantee must:
- 9.2.1 ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
 - 9.2.2 ensure that all work is performed in a proper and workmanlike manner.
 - 9.2.3 ensure that all work is completed promptly.
 - 9.2.4 immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
 - 9.2.5 compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

10. Closure/restrictions on access

- 10.1 The Occupier may, by prior notice to the Grantor, close or otherwise restrict the use of the Easement Area only:
- 10.1.1 during the hours of darkness; or
 - 10.1.2 for reasons relating to the safety of those using the Easement Area or of those working on the Grantor's Land; or
 - 10.1.3 for reasons relating to the protection of the trees, buildings, plant, equipment and related items on the Grantor's Land.

11. Notices to be displayed

- 11.1 The Occupier shall, at the reasonable expense of the Grantee, erect and keep maintained appropriate notices indicating the existence of the Easement Area and of any general conditions relating to its use.
- 11.2 In the event of any closure of the Easement Area under clause 10, the Occupier shall cause notices indicating such closure to be displayed alongside any notices erected in accordance with clause 11.1.

12. Crown Forest licence and Public Access Easement

- 12.1 The terms of the Crown Forest Licence and Public Access Easement are subject to the terms of this Easement, and the rights and obligations under them must not be exercised in a manner inconsistent with the rights and obligations under this Easement.

13. Public Access Structures

- 13.1 The Public Access Structures are and shall remain the sole property of the Grantee. No person shall have any interest in the Public Access Structures by reason only of having an interest or estate in the Grantor's Land.

14. Default

- 14.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement –
- 14.1.1 The party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

working days from service of the notice of default, the other party may meet the obligation.

14.1.2 If, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may –

- a. meet the obligation; and
- b. for that purpose, enter the Grantor's Land.

14.1.3 The party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation.

14.1.4 The other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

15. Disputes

15.1 If a dispute in relation to this Easement or its interpretation arises between the Grantor and Grantee –

15.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party;

15.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

15.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) –

- a. the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- b. the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

16. Definitions and interpretation

16.1 In this Easement:

16.1.1 "**Grantee**" includes:

- a. any administering body under the Reserves Act 1977; and
- b. any transferees or assignees of this Easement under clause 7.2;

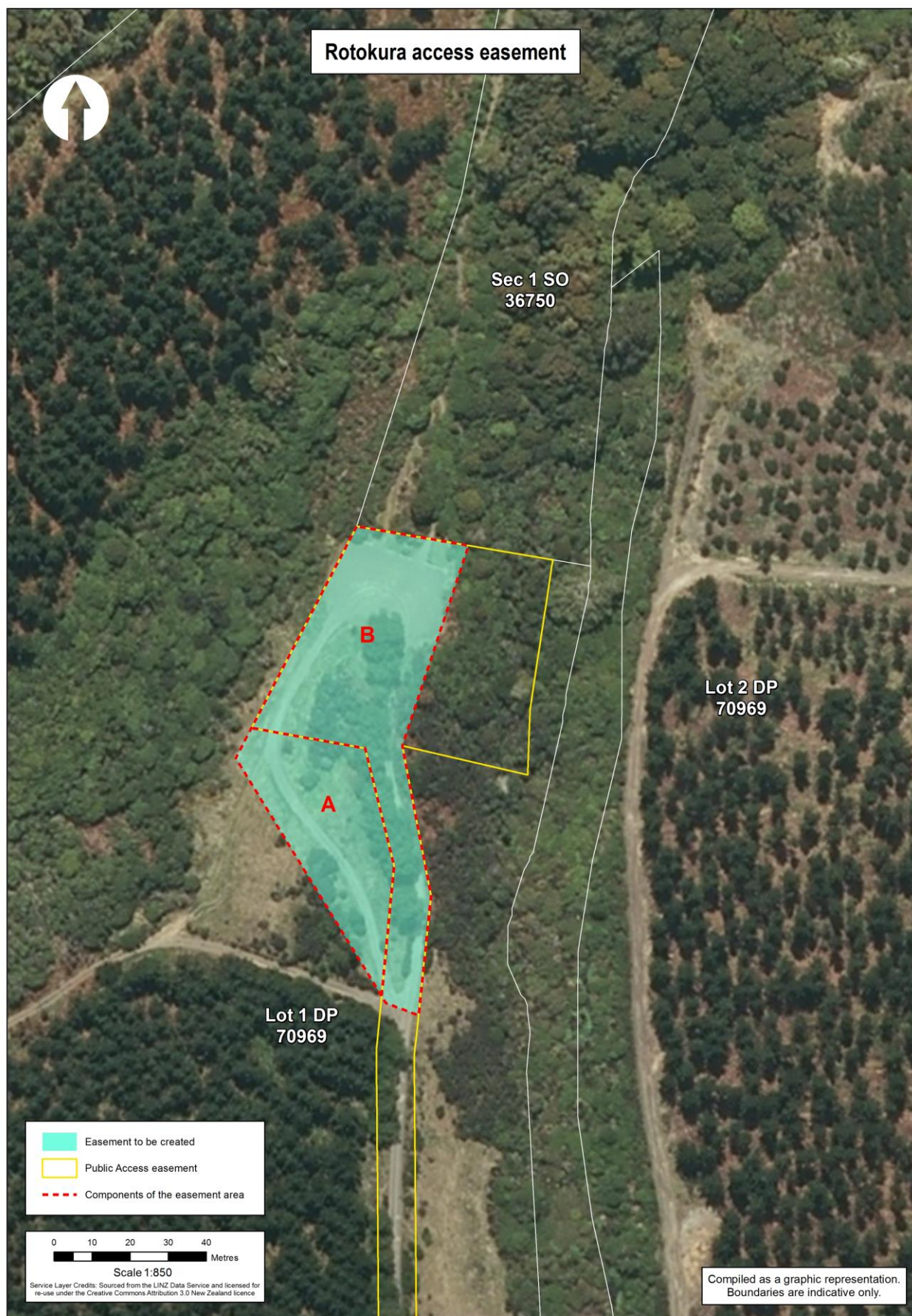
16.1.2 "**Grantor**":

- a. means the registered proprietor of the servient tenement;
- b. includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor; and
- c. includes the Occupier;

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT

- 16.1.3 **"Occupier"** means the occupier of the Grantor's Land and includes:
- a. The licensee of any Crown Forestry licence granted over the Grantor's Land;
 - b. The executors, administrators, successors, assigns, licensees, servants, agents, contractors, visitors and any other person on the Grantor's Land with the express or implied consent of the Occupier;
- 16.1.4 **"Occupier's Structure"** means any signage or other structure erected by the Occupier in the Easement Area, unless the parties have agreed that the structure will be owned by the Crown;
- 16.1.5 **"Public Access Easement"** means the Public Access Easement pursuant to section 19 of the Act embodied in CIR WN1300/17;
- 16.1.6 **"Public Access Structure"** means any structure erected in the Easement Area including the existing toilet, picnic tables, signage and car park barriers, but shall exclude an Occupier's Structure; and
- 16.1.7 **"Repair and maintenance"** includes replacement.
- 16.2 In the interpretation of this Easement Instrument, unless the context otherwise requires:
- 16.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of the Easement Instrument;
 - 16.2.2 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
 - 16.2.3 the singular includes the plural and vice versa, and words importing any gender include the other genders.

10.3: BEDS OF ROTOKURA LAKES CONSERVATION COVENANT



11. LEASES FOR LEASEBACK PROPERTIES

11.1 MINISTRY OF EDUCATION LEASE

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

11.1: MINISTRY OF EDUCATION LEASE

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

**MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE**

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[]

**Affected instrument Identifier
and type (if applicable)**

All/part

Area/Description of part or stratum

[]

[]

[]

Lessor

[]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in leaes number ...", etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s).

11.1: MINISTRY OF EDUCATION LEASE

Signature of the Lessor	Signed in my presence by the Lessor
<hr/> []	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
<hr/> []	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
<hr/> []	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
<hr/> []	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
<hr/> []	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:

Deed of Settlement between Ngāti Rangī and the Crown for ratification purposes
NGĀTI RANGI DEED OF SETTLEMENT:
DOCUMENTS

11.1: MINISTRY OF EDUCATION LEASE

<div style="border-bottom: 1px solid black; margin-bottom: 10px;">[]</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">[]</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">[]</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature of witness</div> <div style="margin-bottom: 5px;"><i>Witness to complete in BLOCK letters (unless legibly printed)</i></div> <div style="margin-bottom: 5px;">Witness name:</div> <div style="margin-bottom: 5px;">Occupation:</div> <div style="margin-bottom: 5px;">Address:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature of witness</div> <div style="margin-bottom: 5px;"><i>Witness to complete in BLOCK letters (unless legibly printed)</i></div> <div style="margin-bottom: 5px;">Witness name:</div> <div style="margin-bottom: 5px;">Occupation:</div> <div style="margin-bottom: 5px;">Address:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature of witness</div> <div style="margin-bottom: 5px;"><i>Witness to complete in BLOCK letters (unless legibly printed)</i></div> <div style="margin-bottom: 5px;">Witness name:</div> <div style="margin-bottom: 5px;">Occupation:</div> <div style="margin-bottom: 5px;">Address:</div>
<p>Signature of the Lessee</p> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <p>Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by</p> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">[]</div> <p>(acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p>Signed in my presence by the Lessee</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature of witness</div> <div style="margin-bottom: 5px;"><i>Witness to complete in BLOCK letters (unless legibly printed)</i></div> <div style="margin-bottom: 5px;">Witness name:</div> <div style="margin-bottom: 5px;">Occupation:</div> <div style="margin-bottom: 5px;">Address:</div>

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.

11.1: MINISTRY OF EDUCATION LEASE

Annexure Schedule

Page 1 of 17 Pages

Insert instrument type

Lease Instrument

BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [insert name of claimant group] and the Crown, under which the parties agreed to transfer the Land to [insert name of post-settlement governance entity] 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.

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

[\$[insert agreed rent] plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

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.

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

11.1: MINISTRY OF EDUCATION LEASE

Annexure Schedule

Page 2 of 17 Pages

Insert instrument type

Lease Instrument

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 with the first renewal date being the 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: ***[List here 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].***

[]

The above information is taken from the Lessee's records as at []. A site inspection was not undertaken to compile this information.

ITEM 10 CLAUSE 16.5 NOTICE

To: [Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office,
PO Box 1666, WELLINGTON 6140 ("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.

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

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SCHEDULE

[]

[Form of execution by Lender]

[Date].

ITEM 11

CLAUSE 16.6 NOTICE

To: [Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office,
PO Box 1666, WELLINGTON 6140 ("the Lessee")

From: [Name of Mortgagee/Chargeholder] ("the Lender")

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and
- (ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.

SCHEDULE

[]

[Form of execution by Lender]

[Date].

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

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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 [] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

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

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- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise; 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 **"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.
- 1.9 **"Lessee's Improvements"** means 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.
- 1.10 **"Lessee's property"** includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 **"Maintenance"** includes repair.
- 1.12 **"Public Work"** has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 **"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 6.25% 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%.

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3. Rent Review

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.25% 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 4% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 4% 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. Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (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.

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- (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 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 new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

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

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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.

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 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.

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.

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

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11. Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

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 Total Destruction

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

13.2 Partial Destruction

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

(b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:

- (i) the repair and reinstatement of the Land have been completed; and
- (ii) the Lessee can lawfully occupy the Land.

(c) If:

- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
- (ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

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

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13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
 - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

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 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.

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

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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.
- 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 transfer 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.

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

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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.

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.

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

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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).

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 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

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.

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

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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 1 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.

[25A Lessee Partial Surrender of Lease Option

25A.1 The Lessee may, in its sole and absolute discretion and without giving any reasons, partially surrender, and convey to the Lessor, this Lease, as it relates to any part of the lease over the Land ("Surrender Land") by providing no less than 120 Business Days' notice ("Surrender Notice") in writing at any time to the Lessor. The Lessor must accept any partial surrender of the Lease under this clause.

25A.2 A Surrender Notice issued under clause 25A.1 must clearly set out the terms and conditions of the partial surrender and must identify the Surrender Land and provide a reasonable estimate of the area of the Surrender Land ("the Surrender Land Area").

25A.3 The partial surrender will be effective from the date that is 120 Business Days from the date of receipt of the Surrender Notice by the Lessor or such other later date as may be specified in the Surrender Notice ("Surrender Date").

25A.4 The residue of the Term of this Lease as it applies to the Surrender Land will merge with the Lessor's residual estate and be extinguished from the Surrender Date but without prejudice to either party's rights arising in relation to the Surrender Land before the Surrender Date.

25A.5 The adjusted Annual Rent payable under this Lease from the Surrender Date will be a pro-rated proportion of the Annual Rent payable at the date of the Surrender Notice, being the proportion that the area of the balance Land after the Surrender Land Area has been excluded ("Balance Land") bears to the total area of the Land.

25A.6 Following the issue and receipt of a Surrender Notice under clause 25A.1, the Lessor and Lessee will complete all tasks and actions necessary to give legal effect to the partial surrender, which will include, without limitation:

- (a) The Lessee shall carry out a survey and re-definition of the Balance Land including obtaining all local authority consents necessary for such subdivision for leasehold purposes (as applicable).
- (b) The Lessee shall arrange the preparation and execution of a partial surrender of lease instrument or lease instrument, to record the terms of the partial surrender and to reflect the adjusted Annual Rent.
- (c) The Lessor shall cooperate in all respects with the tasks and actions necessary to give legal effect to the partial surrender and shall execute the partial surrender of lease instrument or lease instrument and do all acts and things necessary or desirable to implement and give full effect to the partial surrender.

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25A.7 If the Surrender Land is landlocked as a result of the partial surrender, the following subclauses shall apply:

- (a) The Lessee shall reserve reasonable access ("Access") over the Balance Land to the Surrender Land by way of provisions in the partial surrender of lease instrument.
- (b) This clause does not place any obligation upon the Lessee to ensure that any Access is formed or fenced, unless the Lessee agrees otherwise.
- (c) Subclause 25A.7(a) shall apply regardless of whether the Access is considered to be necessary for, or incidental to, either the Permitted Use or any permitted alterations or additions to the Lessee's Improvements in terms of clause 15.1.
- (d) Use of any Access may be shared between the Lessor and the Lessee ("Shared Access").
- (e) Clause 11 of Schedule 4 of the Land Transfer Regulations 2002 shall apply in relation to any obligations for repair, maintenance, and costs of any Access as if the Access were an easement facility for the purposes of that clause.
- (f) Despite clause 25A.7(e) above, obligations for repair, maintenance, and costs of any Shared Access shall be apportioned between Lessor and Lessee based on reasonable use of any such Shared Access.

25A.8 The parties must pay their own costs in relation to any actions or tasks required to give effect to partial surrender under this clause 25A and otherwise to give legal effect to any partial surrender, and in relation to any Access provided under clause 25A.7. The Lessor will not be entitled to claim from the Lessee any damages or compensation arising in any way, either directly or indirectly, from any partial surrender under this clause 25A.]

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. Notice 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.

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

11.1: MINISTRY OF EDUCATION LEASE

Annexure Schedule

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Insert instrument type

Lease Instrument

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 on 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 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 perpetual 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.

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.

[29A Single point of contact

29A.1 If the Land is held by two or more separate entities as tenants-in-common, those entities must nominate:

- (a) one bank account for payment of rent under this lease (and provide details of that bank account to the Lessee); and
- (b) one representative (Lessor's Nominee) that the Lessee can deal with in relation to any matter arising under this Lease.]

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

11.1: MINISTRY OF EDUCATION LEASE

Annexure Schedule

Page 17 of 17 Pages

Insert instrument type

Lease Instrument

30. Exclusion of Implied Provisions

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

31. 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.

32. 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.

33. Service of Notices

33.1 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 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[insert contact details]

33.3 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.

34. 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.

35. 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.

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

11.2 LEASE OF WAIOURU POLICE STATION LAND

11.2: LEASE OF WAIOURU POLICE STATION LAND

MEMORANDUM OF LEASE

DATE:

PARTIES;

(1) [] as Trustees of the **TE TŌTARAHOE O PAERANGI TRUST** (Lessor)

(2) **HER MAJESTY THE QUEEN** acting by and through the **MINISTER OF POLICE** (Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and **THE LESSEE DOES TAKE ON LEASE** the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this day of 20[].

SIGNED by the Trustees of the
TE TŌTARAHOE O PAERANGI TRUST
as Lessor, in the presence of:

[Trustee]

Signature of Witness

Witness Name

[Trustee]

Occupation

[Trustee]

Address

[Trustee]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN acting by)
and through the **MINISTER OF POLICE** by)
authorised agent of the Commissioner of)
New Zealand Police, on behalf of the)
Commissioner of New Zealand Police, as)
Lessee, in the presence of:)

[Trustee]

Signature of Witness

Witness Name

[Trustee]

Occupation

[Trustee]

Address

[Trustee]

11.2: LEASE OF WAIOURU POLICE STATION LAND

THE REFERENCE SCHEDULE

ITEM 1

LESSOR PARTICULARS

Name: Te Tōtarahoe o Paerangi Trust

Address: 1 Ohakune Mountain Road
PO Box 195
Ohakune

Telephone: 06 385 9500

Contact person: Aaron Rice-Edwards

ITEM 2

LESSEE PARTICULARS

Name: Her Majesty the Queen acting by and through the Minister of Police

Address: New Zealand Police, National Property Office, PO Box 3017, Wellington

Fax: (04 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

ITEM 3

LAND

9,667m² more or less, being Section I Survey Office Plan 352764, as detailed on Computer Freehold Register Identifier WN224861.

ITEM 4

TERM

Ten (10) years

ITEM 5

DATE OF COMMENCEMENT

[insert]

ITEM 6

FURTHER TERMS

Perpetual rights of renewal of five (5) years each.

ITEM 7

RENEWAL DATES

The renewal date is ten (10) years from the Commencement Date and thereafter, in accordance with item 6 of this schedule.

ITEM 8

ANNUAL RENT

\$4,923.00 plus GST

ITEM 9

REVIEW DATES

5 yearly

ITEM 10

PERMITTED USE

For any Police related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

11.2: LEASE OF WAIOURU POLICE STATION LAND

THE SCHEDULE OF TERMS

1 INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
 - 1.1.2 Words importing the singular shall include the plural and vice versa.
 - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
 - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this 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 13) unless expressly stated otherwise.
 - 1.1.6 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.
 - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
 - 1.1.8 "writing" shall include words visibly represented or reproduced.
 - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
 - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
 - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
 - 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
 - 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
 - 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
 - 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.

11.2: LEASE OF WAIOURU POLICE STATION LAND

- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (d) the alteration of soil fertility or of the structure of the soil; or
 - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- 1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.
- 1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

11.2: LEASE OF WAIOURU POLICE STATION LAND

2 TERM

- 2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.
- 2.2 Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease early by providing to the Lessor not less than twelve (12) months' notice in writing to that effect PROVIDED THAT:
- (a) No such notice may be given so as to effect termination of this Lease within the first five (5) years of the initial term or the first two (2) years of any renewed term of this Lease.
 - (b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have occurred up to the date of termination.

3 RIGHT OF RENEWAL OF LEASE

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give any notice under clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).
- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term and subject to the covenants and provisions referred to in clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

4 RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.

11.2: LEASE OF WAIOURU POLICE STATION LAND

- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5 RENT REVIEW PROVISIONS

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in clause 5.2 and "Recipient" means the party that receives that Notice.

- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date"), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.

- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:

5.3.1 Disregard:

- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
- (b) the value of any goodwill attributable to the Lessee's business; and
- (c) all Improvements made to the Land.

5.3.2 Have regard to:

- (a) the Lessor's Improvements; and
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent

of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.

- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of clause 5.10.2.

- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such

11.2: LEASE OF WAIOURU POLICE STATION LAND

longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

- 5.7.1 the Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 if the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to clause 5.7.1.
- 5.7.5 subject to clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.7.6 in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.7 if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
 - (a) arrange for a hearing to be conducted without delay;
 - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
 - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (d) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;

11.2: LEASE OF WAIOURU POLICE STATION LAND

- (e) take into account any expert witness evidence considered relevant to the hearing;
 - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
 - (g) give in his or her determination the reasons therefor in writing.
- 5.7.8 the costs incurred in the determination pursuant to clause 5.7 of the annual rent shall be borne by the parties in the following manner:
 - (a) subject to clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
 - (b) where the determination is made by a single valuer pursuant to clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this clause 5.7, in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
 - (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone; or
 - (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (3) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date.
- 5.10 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
 - 5.10.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date; and
 - 5.10.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder; and
 - 5.10.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

11.2: LEASE OF WAIOURU POLICE STATION LAND

- 5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.

- 5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6 CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

7 PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.
- 7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the lessee will be entered in the rating information database and the district valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

8 GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10:45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

11.2: LEASE OF WAIOURU POLICE STATION LAND

10 USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11 NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12 STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
- 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
- 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.
- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
- 12.2.2 suffer insolvency, bankruptcy or liquidation;
- 12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3

11.2: LEASE OF WAIOURU POLICE STATION LAND

shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

13 ASSIGNMENT AND SUBLETTING

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without good cause having regard to the solvency or respectability of the proposed assignee, transferee or sublessee. Any such assignment shall be limited to the Permitted Use recorded in Item 10 of the Reference Schedule.
- 13.2 Notwithstanding clause 13.1, where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- 13.3 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.
- 13.4 This section 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.5 For the purpose of this section 13, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.6.
- 13.6 For the purposes of clause 13.1, a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause, any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.7 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.8 Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- 13.9 Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by Her Majesty the Queen ("the Crown"), the following provisions shall apply:
- (a) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease, but without

11.2: LEASE OF WAIOURU POLICE STATION LAND

releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease;

- (b) in the event of an assignment or transfer during any renewed term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.

- 13.10 Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee's own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

14 LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15 QUIET ENJOYMENT/REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.
- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16 REGISTRATION

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17 IMPROVEMENTS DURING LEASE

- 17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

11.2: LEASE OF WAIOURU POLICE STATION LAND

- 17.3 Throughout the term of this Lease and on any renewal, the Lessee shall have full and absolute operational control over all Improvements on the Land including, but not limited to, the right to vacate all such Improvements and leave them vacant at any time during the then current term of the Lease.

18 IMPROVEMENTS ON TERMINATION OF LEASE

- 18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.
- 18.5 The Lessee may, but shall not be required by the Lessor to, remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6, then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.

11.2: LEASE OF WAIOURU POLICE STATION LAND

19 DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and, upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of clause 18.6.

20 NOTICES

- 20.1 All notices must be in writing and must be served by one of the following means:

20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

20.2.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

- 20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and

20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3; and

20.2.3 in the case of facsimile transmission, on the business day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

- 20.3 Details for Notices:

Manager Property New Zealand Police
Police National Headquarters PO Box 3017
Wellington

Fax: 04 498 7415

11.2: LEASE OF WAIOURU POLICE STATION LAND

Te Tōtarahoe o Paerangi Trust
P O Box 195
Ohakune

- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

21 DEFAULT BY LESSEE

- 21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

- 21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Improvements must be satisfied.

22 DISPUTE RESOLUTION

- 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 fifteen (15) business 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 fifteen (15) business 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 shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease, the reference shall 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.

11.2: LEASE OF WAIOURU POLICE STATION LAND

23 COSTS

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 24.3.1 complete a security check on terms reasonably acceptable to the Lessee;
- 24.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- 24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

25 DISPOSAL OF LESSOR'S INTEREST

- 25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.

11.2: LEASE OF WAIOURU POLICE STATION LAND

25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:

25.2.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

25.2.2 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:

(1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).

(2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:

(a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

(b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

(3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above, together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

(4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.

(5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26 HOLDING OVER

If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

27 EXCLUSION OF IMPLIED PROVISIONS

27.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

27.1.1 clause 10 - Premises unable to be used for particular purpose;

27.1.2 clause 11 - Power to inspect premises.

11.2: LEASE OF WAIOURU POLICE STATION LAND

SCHEDULE OF LAND

9,667m² more or less, being Section 1 Survey Office Plan 352764, as detailed on Computer Freehold Register Identifier WN224861.

11.2: LEASE OF WAIOURU POLICE STATION LAND

LEASE OF FREEHOLD

Correct for the purposes of the Land Transfer Act 1952

TE TŌTARAOE O PAERANGI TRUST

Lessor

HER MAJESTY THE QUEEN

acting by and through the

MINISTER OF POLICE

Lessee

Particulars entered in the Register on the date and at the time recorded

District Land Registrar Assistant of the Wellington Land Registry

11.3 LEASE OF OHAKUNE POLICE STATION LAND

MEMORANDUM OF LEASE

[Trustee]

11.3: LEASE OF OHAKUNE POLICE STATION LAND

THE REFERENCE SCHEDULE

ITEM 1

LESSOR PARTICULARS

Name: Te Tōtarahoe o Paerangi Trust

Address: 1 Ohakune Mountain Road
PO Box 195
Ohakune

Telephone: 06 385 9500

Contact person: Aaron Rice-Edwards

ITEM 2

LESSEE PARTICULARS

Name: Her Majesty the Queen acting by and through the Minister of Police

Address: New Zealand Police, National Property Office, PO Box 3017, Wellington

Fax: (04 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

ITEM 3

LAND

1,012m² more or less, being Section 18 Block II Township of Ohakune, as detailed on Computer Freehold Register Identifier WN84/31 and 842m² more or less, being Lot 4-12 Deposited Plan 2026, as detailed on Computer Freehold Register Identifier WN18D/865.

ITEM 4

TERM

Ten (10) years

ITEM 5

DATE OF COMMENCEMENT

[insert]

ITEM 6

FURTHER TERMS

Perpetual rights of renewal of five (5) years each.

ITEM 7

RENEWAL DATES

The renewal date is ten (10) years from the Commencement Date and thereafter, in accordance with item 6 of this schedule.

ITEM 8

ANNUAL RENT

\$4,923.00 plus GST

ITEM 9

REVIEW DATES

5 yearly

ITEM 10

PERMITTED USE

For any Police related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

11.3: LEASE OF OHAKUNE POLICE STATION LAND

THE SCHEDULE OF TERMS

1 INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
 - 1.1.2 Words importing the singular shall include the plural and vice versa.
 - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
 - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this 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 13) unless expressly stated otherwise.
 - 1.1.6 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.
 - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
 - 1.1.8 "writing" shall include words visibly represented or reproduced.
 - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
 - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
 - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
 - 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
 - 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
 - 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
 - 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.

11.3: LEASE OF OHAKUNE POLICE STATION LAND

- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (d) the alteration of soil fertility or of the structure of the soil; or
 - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- 1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.
- 1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

11.3: LEASE OF OHAKUNE POLICE STATION LAND

2 TERM

- 2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.
- 2.2 Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease early by providing to the Lessor not less than twelve (12) months' notice in writing to that effect PROVIDED THAT:
- (a) No such notice may be given so as to effect termination of this Lease within the first five (5) years of the initial term or the first two (2) years of any renewed term of this Lease.
 - (b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have occurred up to the date of termination.

3 RIGHT OF RENEWAL OF LEASE

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give any notice under clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).
- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term and subject to the covenants and provisions referred to in clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

4 RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.

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- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5 RENT REVIEW PROVISIONS

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in clause 5.2 and "Recipient" means the party that receives that Notice.

- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date"), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.

- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:

5.3.1 Disregard:

- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
- (b) the value of any goodwill attributable to the Lessee's business; and
- (c) all Improvements made to the Land.

5.3.2 Have regard to:

- (a) the Lessor's Improvements; and
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent

of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.

- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of clause 5.10.2.

- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such

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longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

- 5.7.1 the Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 if the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to clause 5.7.1.
- 5.7.5 subject to clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.7.6 in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.7 if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
 - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
 - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (d) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;

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- (e) take into account any expert witness evidence considered relevant to the hearing;
 - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
 - (g) give in his or her determination the reasons therefor in writing.
- 5.7.8 the costs incurred in the determination pursuant to clause 5.7 of the annual rent shall be borne by the parties in the following manner:
 - (a) subject to clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
 - (b) where the determination is made by a single valuer pursuant to clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
 - (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone; or
 - (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (3) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date.
- 5.10 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
 - 5.10.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date; and
 - 5.10.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder; and
 - 5.10.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

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5.11 If any moratorium or other law, Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.

5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6 CHARGES

6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

7 PAYMENT OF RATES AND IMPOSITIONS

7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the lessee will be entered in the rating information database and the district valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

8 GOODS AND SERVICES TAX

8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

9.1 Without prejudice to other rights, powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

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10 USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11 NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12 STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
- 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
- 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.
- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
- 12.2.2 suffer insolvency, bankruptcy or liquidation;
- 12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3

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shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

13 ASSIGNMENT AND SUBLETTING

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without good cause having regard to the solvency or respectability of the proposed assignee, transferee or sublessee. Any such assignment shall be limited to the Permitted Use recorded in Item 10 of the Reference Schedule.
- 13.2 Notwithstanding clause 13.1, where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- 13.3 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.
- 13.4 This section 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.5 For the purpose of this section 13, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.6.
- 13.6 For the purposes of clause 13.1, a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.7 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.8 Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- 13.9 Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by Her Majesty the Queen ("the Crown"), the following provisions shall apply:
- (a) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease, but without

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releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease;

- (b) in the event of an assignment or transfer during any renewed term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.

- 13.10 Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee's own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

14 LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15 QUIET ENJOYMENT/REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.
- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16 REGISTRATION

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17 IMPROVEMENTS DURING LEASE

- 17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

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- 17.3 Throughout the term of this Lease and on any renewal the Lessee shall have full and absolute operational control over all Improvements on the Land including, but not limited to, the right to vacate all such Improvements and leave them vacant at any time during the then current term of the Lease.

18 IMPROVEMENTS ON TERMINATION OF LEASE

- 18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.
- 18.5 The Lessee may, but shall not be required by the Lessor to, remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.

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19 DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and, upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of clause 18.6.

20 NOTICES

- 20.1 All notices must be in writing and must be served by one of the following means:

20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

20.2.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

- 20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and

20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3; and

20.2.3 in the case of facsimile transmission, on the business day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

- 20.3 Details for Notices:

Manager Property New Zealand Police
Police National Headquarters PO Box 3017
Wellington

Fax: 04 498 7415

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Te Tōtarahoe o Paerangi Trust
P O Box 195
Ohakune

- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

21 DEFAULT BY LESSEE

- 21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

- 21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Improvements must be satisfied.

22 DISPUTE RESOLUTION

- 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 fifteen (15) business 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 fifteen (15) business 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 shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease, the reference shall 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.

11.3: LEASE OF OHAKUNE POLICE STATION LAND

23 COSTS

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 24.3.1 complete a security check on terms reasonably acceptable to the Lessee;
- 24.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- 24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

25 DISPOSAL OF LESSOR'S INTEREST

- 25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.

11.3: LEASE OF OHAKUNE POLICE STATION LAND

25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:

25.2.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

25.2.2 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:

(1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).

(2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:

(a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

(b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

(3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above, together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

(4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.

(5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26 HOLDING OVER

If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

27 EXCLUSION OF IMPLIED PROVISIONS

27.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

27.1.1 clause 10 - Premises unable to be used for particular purpose;

27.1.2 clause 11 - Power to inspect premises.

11.3: LEASE OF OHAKUNE POLICE STATION LAND

SCHEDULE OF LAND

1,012m² more or less, being Section 18 Block II Township of Ohakune, as detailed on Computer Freehold Register Identifier WN84/31 and 842 m² more or less, being Lot 4-12 Deposited Plan 2026, as detailed on Computer Freehold Register Identifier WN18D/865.

11.3: LEASE OF OHAKUNE POLICE STATION LAND

LEASE OF FREEHOLD

Correct for the purposes of the Land Transfer Act 1952

TE TŌTARAOE O PAERANGI TRUST

Lessor

HER MAJESTY THE QUEEN

acting by and through the

MINISTER OF POLICE

Lessee

Particulars entered in the Register on the date and at the time recorded

District Land Registrar Assistant of the Wellington Land Registry