

## **Te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana**

(Divided from Te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana me Te Pire Whakataunga i ngā Kereme a Ngā Hapū o Ngāti Ranginui)

Pire Kāwanatanga

E ai ki tā te Komiti Whiriwhiri Take Māori i pūrongo ai

### **He kōrero**

#### **Tūtohutanga**

Kua oti i te Komiti Whiriwhiri Take Māori te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana (te Pire Whakatika Hapa o TOITM) te tiroiro, ā, e tūtohu ana kia whakamanatia. Tēnei te katoa o mātou te tautoko nei i ngā menemana katoa.

#### **Te wāwāhitanga o te Pire Takitini**

Takea mai ai te pire nei i te pire takitini i ahu mai i ngā pire wāwāhitanga e rua. Ko te pire takitini nei ko Te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana me te Pire Whakataunga i ngā Kereme a Ngā Hapū o Ngāti Ranginui. I whai whakaaro te komiti whiriwhiri ki te pire takitini nei i te tau 2017, waihoki i te tāria tāna pānuitanga tuarua i roto i te Whare.

I tukuna e te Whare te pire takitini ki a mātou kia pai ai tā mātou whakaaroaro i ētahi pepa menemana e rua kia wāwāhingia iho ki ngā pire wāwāhitanga e rua. I wāwāhitia e mātou te pire i te 3 o Aperira 2024. Ko tētahi atu pire i hua mai i te wāwāhitanga ko te Pire Whakataunga i ngā Kereme a Ngā Hapū o Ngāti Ranginui, e ripoatanga ana i tōna kotahi.

#### **Te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana**

Ko te whāinga o te Pire Whakatika Hapa OITM he whakatakoto i te huinga o ngā puretumu mō te Ohu Iwi Tauranga Moana (OITM). Ko te OITM te tōpūtanga o ngā hapū o Ngāti Ranginui, Ngāi Te Rangi, me Ngāti Pūkenga. I hangā a OITM i te tau 2010 hei whiriwhiri i ngā puretumu katoa mō ngā takiwā whai pānga o ngā iwi e toru nei. Ko ngā whakataunga puretumu mō ia iwi ake kei tāna ake whakaaetanga whakataunga.

Kua whakamōhiotia mai nei mātou kāore a Ngāi Te Rangi e tautoko i te kōkiritanga o te Pire Whakatika Hapa OITM ki te pānuitanga tuarua i tēnei wā. Mā te wāwāhi a te komiti whiriwhiri i te pire e āhei ai te haere tonutanga o te Pire Whakataunga i ngā Kereme a Ngā Hapū o Ngāti Ranginui ahakoa te whanganga o te pānuitanga tuarua o te Pire Whakatika Hapa OITM.

### **Pepa Menemana 18**

Nā te Pepa Menemana 18 i tūtohu te wāwāhitanga o te pire takitini ki ngā pire e rua; ko tēnei Pire Whakatika Hapa OITM tētahi. Nā te pepa menemana i tūtohu kia whakaritea te Pire Whakatika Hapa OITM kia noho mai ēnei wāhanga:

- Wāhanga 1 ki te 3 me te Whakamārama 1 ki te 3 o te pire takitini
- Taitara hou me te rārangi tīmatanga hou (rārangi hou 1 me te 2).

### **Pepa Menemana 19**

Kei te Pepa Menemana 19 te kape o te pire takitini i pūrongo ai e te Komiti Take Whiriwhiri Māori ki te Whare i te tau 2017, ā, ka pupuri hoki ki ngā tīnitanga i raua atu ai. Kei roto ko ētahi tīnitanga i tūtohungia ki te wāhanga 4 me te 6 ka kore e whai pānga ki tēnei pire.

### **Whakatātare ture**

Hei wāhanga o tā mātou whakaarohanga o ngā menemana ka tūtohua, kua whakamātauria ōna hāngaitanga ki ngā mātāpono o te kounga o te whakatureture. Kāore ō mātou nawe ki te āhua o te whakature nei ka whakaaranga ki mua i te Whare.

### **Menemana mō te pire**

Tēnei mātou te tūtohu i ngā tīnitanga kua tūtohua e te Komiti Whiriwhiri Take Māori i te tau 2017 i tā rātou pūrongo ki te Whare i tāna whakaarotanga o te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana me te Pire Whakataunga i ngā Kerēme a Ngā Hapū o Ngāti Ranginui. E kōrerongia ana ēnei menemana i te pūrongo a taua komiti, ā, e takoto ana i raro nei.

Tēnei mātou te tutohi nei i ētahi menemana iti e rua nei i te Pepa Menemana 19.

## Āpitianga

### Hātepe komiti

I tukuna te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana me te Pire Whakataunga i ngā Kereme a Ngā Hapū o Ngāti Ranginui (pire takitini) ki te Whare i te Nōema 2015, ā, i tukuna ki te Komiti Whiriwhiri Take Māori o te Pāremata 51 i te 13 o Āperira 2016. E whitu ngā tāpaetanga kōrero i whiwhi, i whakaarohia hoki e te komiti, ā, e rima o ērā he kōrero ā-waha. I rīpoatatia ki te Whare i te 3 o Maehe 2017.<sup>1</sup>

I whakaaranga anō te pire takitini i te Pāremata 54, i te 6 o Tihema 2023.

I te 21 Maehe 2024, ka whakaae te Whare kia whakakorea te pānuitanga tuarua o te pire takitini, ā, kia parea te pire takitini ki a mātou kia whakaaronga ai te Pepa Menemana No 18 me te 19.

I pōhiritia e mātou ngā tāpaetanga kōrero e toru o te pire me ngā pepa menemana, ā, ko te rangi aukati ko te 28 o Māehe 2024. I whiwhi, i whakaarohia hoki e mātou tētahi tāpaetanga mai i tētahi rōpū.

I te 3 o Aperira 2024, ka wāwāhingia e mātou te pire takitini ki te Pire Whakatika Hapa o Te Ohu Iwi Tauranga Moana me te Pire Whakataunga i ngā Kereme a Ngā Hapū o Ngāti Ranginui. Ka pūrongo wehe mātou i te rua o aua pire ā muri nei.

Ko ngā kupu tohutohu mō te pire he mea homai nā Te Arawhiti. I homai taunakitanga hoki e Te Tari o te Manahautū mō te kounga ā-ture o te pire. Nā Te Tari Tohutohu Pāremata i āwhina ki te tuhi i te pire.

### Ngā mema o te komiti

Dan Bidois (Heamana)

Hōnore Marama Davidson

Greg Fleming

Shanan Halbert

Dana Kirkpatrick

Hana-Rawhiti Maipi-Clarke

Rima Nakhle

Tino Hōnore Adrian Rurawhe

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<sup>1</sup> Kei te pae tukutuku Pāremata te pūrongo pire, kei <https://selectcommittees.parliament.nz/v/6/3fab14cb-9bb2-4a1c-ae95-432fdc8ccfce>. I muri tonu mai i te pūrongo pire, i te 5 o Aperira 2017, ka whakahuataki te komiti i tētahi huinga whakamārama i te pire kia pai ai tāna whakamārama i ētahi take. I pūrongotia te whakamāramatanga nei ki te Whare i te 14 o Akuhata 2017. Kei te pae tukutuku Pāremata te pūrongo whakamārama, kei <https://selectcommittees.parliament.nz/v/6/739d5f71-a0b4-437c-beaf-bb417b1a3344>.

**Rauemi e hāngai ana**

Kei te pae tukutuku Pāremata ngā tuhinga i whiwhi hei kōrero taunaki, hei kupu tohutohu hoki.

## **Tauranga Moana Iwi Collective Redress Bill**

(Divided from Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Bill)

Government Bill

As reported from the Māori Affairs Committee

### **Commentary**

#### **Recommendation**

The Māori Affairs Committee has examined the Tauranga Moana Iwi Collective Redress Bill (the TMIC Redress Bill) and recommends that it be passed. We recommend all amendments unanimously.

#### **Division of omnibus bill**

This bill comes from an omnibus bill that was made up of two component bills. The omnibus bill was the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Bill. The omnibus bill was considered by a select committee in 2017 and was awaiting its second reading in the House.

The House referred the omnibus bill to us so that we could consider two amendment papers that would divide it into its two component bills. We divided the bill on 3 April 2024. The other bill resulting from the division is the Ngā Hapū o Ngāti Ranginui Claims Settlement Bill, on which we are reporting separately.

#### **Tauranga Moana Iwi Collective Redress Bill**

The TMIC Redress Bill seeks to provide collective redress for the Tauranga Moana Iwi Collective (TMIC). TMIC is made up of Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangi, and Ngāti Pūkenga. TMIC was formed in 2010 to negotiate collective redress for the areas of interest that the three iwi share. Settlement redress for each iwi is in their individual deed of settlement.

We have been advised that Ngāi Te Rangi does not support the TMIC Redress Bill advancing through its second reading at this time. Dividing the bill at select

committee allows the Ngā Hapū o Ngāti Ranginui Claims Settlement Bill to proceed while the TMIC Redress Bill continues to await its second reading.

### **Amendment Paper No 18**

Amendment Paper No 18 proposed the division of the omnibus bill into two bills; one is this TMIC Redress Bill. The amendment paper proposed that the TMIC Redress Bill be made up of:

- Parts 1 to 3 and Schedules 1 to 3 of the omnibus bill
- new title and commencement clauses (new clauses 1 and 2).

### **Amendment Paper No 19**

Amendment Paper No 19 reproduces the omnibus bill as it was reported from the Māori Affairs Committee to the House in 2017 and accepts the changes that were tracked into it. It tracks in some recommended changes to Parts 4 to 6 that would not affect this bill.

### **Legislative scrutiny**

As part of our consideration of the proposed amendments, we have examined their consistency with principles of legislative quality. We have no issues regarding the legislation's design to bring to the attention of the House.

### **Amendments to the bill**

We recommend the changes proposed by the Māori Affairs Committee in 2017 when it reported to the House on its consideration of the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Bill. These amendments are discussed in that committee's report and tracked in below.

We recommend two minor amendments arising from Amendment Paper No 19.

## Appendix

### Committee process

The Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Bill (the omnibus bill) was introduced to the House in November 2015 and was referred to the Māori Affairs Committee of the 51st Parliament on 13 April 2016. The committee received and considered seven submissions, including five oral submissions. It reported to the House on 3 March 2017.<sup>2</sup>

The omnibus bill was reinstated in the 54th Parliament on 6 December 2023.

On 21 March 2024, the House agreed that the order of the day for the second reading of the omnibus bill be discharged, and the omnibus bill be referred to us for consideration of Amendment Papers Nos 18 and 19.

We invited three submissions on the bill and amendment papers, with a closing date of 28 March 2024. We received and considered a submission from one interested group.

On 3 April 2024, we divided the omnibus bill into the Tauranga Moana Iwi Collective Redress Bill and the Ngā Hapū o Ngāti Ranginui Claims Settlement Bill. We report separately on the latter bill.

Advice on the bill was provided by Te Arawhiti. The Office of the Clerk provided advice on the bill's legislative quality. The Parliamentary Counsel Office assisted with legal drafting.

### Committee membership

Dan Bidois (Chairperson)

Hon Marama Davidson

Greg Fleming

Shanan Halbert

Dana Kirkpatrick

Hana-Rawhiti Maipi-Clarke

Rima Nakhle

Tino Hōnore Adrian Rurawhe

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<sup>2</sup> The bill report can be found on the Parliament website at <https://selectcommittees.parliament.nz/v/6/3fab14cb-9bb2-4a1c-ae95-432fdc8ccfce>. Shortly after the bill report, on 5 April 2017, the committee opened a briefing on the bill so that it could clarify some points. It reported to the House on the briefing on 14 August 2017. The briefing report can be found on the Parliament website at <https://selectcommittees.parliament.nz/v/6/739d5f71-a0b4-437e-beaf-bb417b1a3344>.

**Related resources**

The documents received as advice and evidence are available on the Parliament website.

**Key to symbols used in reprinted bill**

**As reported from a select committee**

text inserted unanimously

~~text deleted unanimously~~



*Hon Paul Goldsmith*

# **Tauranga Moana Iwi Collective Redress Bill**

Government Bill

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

**1 Title**

This Act is the Tauranga Moana Iwi Collective Redress Act **2015**.

**2 Commencement**

This Act comes into force on the day after Royal assent.

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**1 Title**

~~This Act is the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act **2015**.~~

**2 Commencement**

~~This Act comes into force on the day after the date on which it receives the Royal assent.~~

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## Part 1 Preliminary provisions

### *Preliminary matters*

- 3 Purpose** 5
- (1) The purpose of **Parts 1 to 3** is to give effect to certain provisions of the collective deed.
- (2) The Tauranga Moana Framework legislation is not included in **Parts 1 to 3**, but the Crown acknowledges that it will introduce that legislation as soon as practicable.
- 4 Provisions to take effect on settlement date** 10
- (1) The provisions of **Parts 1 to 3** take effect on the settlement date unless stated otherwise.
- (2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required for—
- (a) the provision to have full effect on that date; or 15
- (b) a power to be exercised under the provision on that date; or
- (c) a duty to be performed under the provision on that date.
- 5 Act binds the Crown**
- Parts 1 to 3** bind the Crown.
- 6 Outline** 20
- (1) This section is a guide to the overall scheme and effect of **Parts 1 to 3**, but does not affect the interpretation or application of the other provisions of **Parts 1 to 3** or of the collective deed.
- (2) This Part—
- (a) sets out the purpose of **Parts 1 to 3**; and 25
- (b) provides that the provisions of **Parts 1 to 3** take effect on the settlement date unless a provision states otherwise; and
- (c) specifies that the Act binds the Crown; and
- (d) defines terms used in **Parts 1 to 3**, including key terms such as Tauranga Moana Iwi; and 30
- (e) provides for—
- (i) the effect of the settlement on certain memorials; and
- (ii) access to the collective deed.
- (3) **Part 2** provides for cultural redress, including—

- (a) a statutory acknowledgement by the Crown of the statements made by Tauranga Moana Iwi of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement; and
- (b) the joint administration of the Mauao Historic Reserve; and 5
- (c) provisions giving effect to Te Kūpenga Framework.
- (4) **Part 3** provides for commercial redress, including the power to transfer the licensed land and the right of first refusal over RFR land.
- (5) There are 3 schedules, as follows:
  - (a) **Schedule 1** describes the statutory areas to which the statutory acknowledgement relates: 10
  - (b) **Schedule 2** gives effect to Te Kūpenga Framework:
  - (c) **Schedule 3** sets out provisions that apply to notices given in relation to RFR land.

*Interpretation provisions* 15

**7 Interpretation of Parts 1 to 3 generally**

It is the intention of Parliament that the provisions of **Parts 1 to 3** are interpreted in a manner that best furthers the agreements expressed in the collective deed.

**8 Interpretation** 20

In **Parts 1 to 3**, unless the context otherwise requires,—

**actual settlement date**, in relation to the licensed land, means the date on which settlement of the land takes place under part 3 of the property redress schedule

**administering body** has the meaning given in section 2(1) of the Reserves Act 1977 25

**attachments** means the attachments to the collective deed

**collective deed**—

- (a) means the Tauranga Moana Iwi Collective deed dated 21 January 2015 and signed by— 30
  - (i) the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, the Honourable Te Ururoa Flavell, Minister for Māori Development, and the Honourable Simon William English, Minister of Finance, for and on behalf of the Crown; and
  - (ii) Kimiora Rawiri, Te Pio Kawe, Rob Urwin, Lance Waaka, Mikere Wairua, Stephanie Taiapa, Rhesa Jason Ake, and Phillip Hikairo, being the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust; and 35

- (iii) Charlie Tawhiao, Margaret Broughton, Ngaraima Taingahaue, Puhirake Ihaka, Mate Samuels, Awanui Black, Kalani Tarawa, Turi Ngatai, Eddie Bluegum, and Ngareta Timutimu, being the trustees of the Ngāi Te Rangi Settlement Trust; and
- (iv) Raheera Ohia, Harry Haerengarangi Mikaere, Hori Parata, Rehua Smallman, and Regina Berghan, being the trustees of the Te Tāwharau o Ngāti Pūkenga Trust; and 5
- (v) Rob Urwin, Maru Samuels, and Dominic Wilson, on behalf of the Tauranga Moana Iwi Collective Limited Partnership; and
- (b) includes— 10
- (i) the schedules of, and attachments to, the deed; and
- (ii) any amendments to the deed or its schedules and attachments
- computer register**—
- (a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and 15
- (b) includes, where relevant, a certificate of title issued under the Land Transfer Act 1952
- consent authority** has the meaning given in section 2(1) of the Resource Management Act 1991
- conservation area** has the meaning given in section 2(1) of the Conservation Act 1987 20
- Crown** has the meaning given in section 2(1) of the Public Finance Act 1989
- Director-General** means the Director-General of Conservation
- documents schedule** means the documents schedule of the collective deed
- effective date** means the date that is 6 months after the settlement date 25
- legislative matters schedule** means the legislative matters schedule of the collective deed
- licensed land** has the meaning given in **section 34**
- Limited Partnership** means the Tauranga Moana Iwi Collective Limited Partnership 30
- LINZ** means Land Information New Zealand
- local authority** has the meaning given in section 5(1) of the Local Government Act 2002
- member of Tauranga Moana Iwi** means an individual referred to in **section 9(1)(a)** 35
- Ngā Hapū o Ngāti Ranginui Settlement Trust** has the meaning given in **section 84 of Parts 4 to 6 of the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2015**

- Ngāi Te Rangi Settlement Trust** means the trust of that name established by a trust deed dated 5 July 2013
- property redress schedule** means the property redress schedule of the collective deed
- Registrar-General** means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952 5
- reserve** has the meaning given in section 2(1) of the Reserves Act 1977
- resource consent** has the meaning given in section 2(1) of the Resource Management Act 1991
- RFR** means the right of first refusal provided for by **subpart 2 of Part 3** 10
- RFR land** has the meaning given in **section 48**
- settlement date** means the date that is 20 working days after the date on which **Parts 1 to 3** come into force
- statutory acknowledgement** has the meaning given in **section 14**
- Tauranga Moana Framework legislation** means the legislation that will, on the terms provided by part 3 of the legislative matters schedule,— 15
- (a) establish a statutory committee called the Tauranga Moana Governance Group; and
  - (b) provide for the preparation, review, amendment, and adoption of a Tauranga Moana Framework document (Ngā Tai ki Mauao) 20
- Tauranga Moana Iwi Collective Limited Partnership** means the limited partnership of that name registered under the Limited Partnerships Act 2008 (number 2616652)
- Te Kūpenga** and **Te Kūpenga Framework** mean the arrangements relating to the Te Kūpenga Area set out in **Schedule 2** and part 3 of the documents schedule 25
- Te Tāwharau o Ngāti Pūkenga Trust** means the trust of that name established by a trust deed dated 24 March 2013
- working day** means a day other than—
- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday, and Labour Day: 30
  - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday:
  - (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year: 35
  - (d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

## 9 Meaning of Tauranga Moana Iwi and related terms

### (1) In **Parts 1 to 3, Tauranga Moana Iwi**—

- (a) means the collective group of the following iwi and hapū:
- (i) Ngā Hapū o Ngāti Ranginui:
  - (ii) Ngāi Te Rangi: 5
  - (iii) Ngāti Pūkenga; and
- (b) includes the individuals who are members of 1 or more of the iwi and hapū described in **paragraph (a)**; and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals. 10

### (2) In **Parts 1 to 3**,—

**Ngā Hapū o Ngāti Ranginui** has the meaning given in **section 85 of Parts 4 to 6 of the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2015**

**Ngāi Te Rangi** has the meaning given in clause 8.6 of the Ngāi Te Rangi and Ngā Pōtiki deed of settlement 15

**Ngāti Pūkenga** has the meaning given in clause 10.5 of the Ngāti Pūkenga deed of settlement

**representative entity**, in relation to the Tauranga Moana Iwi, means each of the following: 20

- (a) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust:
- (b) the trustees of the Ngāi Te Rangi Settlement Trust:
- (c) the trustees of the Te Tāwharau o Ngāti Pūkenga Trust

**Tauranga Moana hapū** means the hapū acknowledged in writing by a representative entity, and includes,— 25

- (a) in the case of Ngā Hapū o Ngāti Ranginui, the groups referred to in clauses 10.5.2 and 10.5.4 of the Ngā Hapū o Ngāti Ranginui deed of settlement dated 21 June 2012; and
- (b) in the case of Ngāi Te Rangi, the groups referred to in clause 8.6.2 of the Ngāi Te Rangi and Ngā Pōtiki deed of settlement dated 14 December 2013; and 30
- (c) in the case of Ngāti Pūkenga, the groups referred to in clause 10.5.3 of the Ngāti Pūkenga deed of settlement dated 7 April 2013

**Tauranga Moana iwi and hapū** means the Tauranga Moana Iwi and the Tauranga Moana hapū. 35

## 10 Meaning of Tauranga Moana

In **Parts 1 to 3, Tauranga Moana and moana**—

- (a) mean—
- (i) the waters (including internal waters and tidal lagoons) and other natural resources and the geographic features (including Tauranga Harbour) comprising the coastal marine area marked “A” on the Tauranga Moana Framework plan in the attachments; and 5
  - (ii) the waters and other natural resources and the geographic features comprising the rivers, streams, creeks, and natural watercourses within the catchment that flow into—
    - (A) Tauranga Harbour; or
    - (B) the sea at any point within the area marked “A” on the Tauranga Moana Framework plan in the attachments; and 10
  - (iii) the waters and other natural resources and the geographic features comprising wetlands, swamps, and lagoons within the catchment; and
  - (iv) the beds and aquatic margins of the water bodies referred to in **subparagraphs (i) to (iii)**; and 15
  - (v) the ecosystems associated with the waters and natural features referred to in **subparagraphs (i) to (iv)**; but
- (b) do not include—
- (i) the waters and other natural resources situated on offshore islands for which the Minister of Local Government is the territorial authority under section 22 of the Local Government Act 2002, including Tūhua (current recorded name Mayor Island (Tuhua)) and Motītī Island (current recorded name Motiti Island); or 20
  - (ii) the waters and other natural resources and the geographic features comprising the rivers, streams, creeks, and natural watercourses within the catchment that do not flow into— 25
    - (A) Tauranga Harbour; or
    - (B) the sea at any point within the area marked “A” on the Tauranga Moana Framework plan in the attachments. 30

*Resumptive memorials no longer to apply*

## 11 Certain enactments do not apply

- (1) The enactments listed in **subsection (2)** do not apply—
- (a) to the licensed land on and from the actual settlement date; or
  - (b) to the RFR land; or 35
  - (c) for the benefit of the Limited Partnership.
- (2) The enactments are—
- (a) Part 3 of the Crown Forest Assets Act 1989:

- (b) sections 211 to 213 of the Education Act 1989:
- (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990:
- (d) sections 27A to 27C of the State-Owned Enterprises Act 1986:
- (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975. 5

## 12 Resumptive memorials to be cancelled

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register for, each allotment that— 10
  - (a) is all or part of—
    - (i) the licensed land:
    - (ii) the RFR land; and
  - (b) is subject to a resumptive memorial recorded under any enactment listed in **section 11(2)**.
- (2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after— 15
  - (a) the actual settlement date, for the licensed land; or
  - (b) the settlement date, for the RFR land.
- (3) Each certificate must state that it is issued under this section.
- (4) As soon as is reasonably practicable after receiving a certificate, the Registrar-General must— 20
  - (a) register the certificate against each computer register identified in the certificate; and
  - (b) cancel each memorial recorded under an enactment listed in **section 11(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate. 25

### *Miscellaneous matters*

## 13 Access to collective deed

- The chief executive of the Ministry of Justice must make copies of the collective deed available— 30
- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between 9 am and 5 pm on any working day; and
  - (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice. 35

## Part 2 Cultural redress

### Subpart 1—Statutory acknowledgement

- 14 Interpretation** 5
- In this subpart,—
- relevant consent authority**, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area
- statement of association**, for a statutory area, means the statement—
- (a) made by Tauranga Moana Iwi of their particular cultural, historical, spiritual, and traditional association with the statutory area; and 10
  - (b) set out in part 1 of the documents schedule
- statutory acknowledgement** means the acknowledgement made by the Crown in **section 15** in respect of the statutory areas, on the terms set out in this subpart
- statutory area** means an area described in **Schedule 1**, the general location of which is indicated on the deed plan for that area 15
- statutory plan**—
- (a) means a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as defined in section 43AA of the Resource Management Act 1991; and 20
  - (b) includes a proposed plan, as defined in section 43AAC of that Act.
- 15 Statutory acknowledgement by the Crown**
- The Crown acknowledges the statements of association for the statutory areas.
- 16 Purposes of statutory acknowledgement** 25
- The only purposes of the statutory acknowledgement are—
- (a) to require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with **sections 17 to 19**; and
  - (b) to require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory areas and to provide summaries of resource consent applications or copies of notices of applications to the Limited Partnership and each representative entity, in accordance with **sections 20 and 21**; and 30
  - (c) to enable the Limited Partnership, each representative entity, and any member of Tauranga Moana Iwi to cite the statutory acknowledgement as evidence of the association of Tauranga Moana Iwi with a statutory area, in accordance with **section 22**. 35

- 17 Relevant consent authorities to have regard to statutory acknowledgement**
- (1) This section applies in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.
- (2) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the Limited Partnership is an affected person in relation to the activity. 5
- (3) **Subsection (2)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.
- 18 Environment Court to have regard to statutory acknowledgement** 10
- (1) This section applies to proceedings in the Environment Court in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.
- (2) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the Limited Partnership is a person with an interest in the proceedings greater than that of the general public. 15
- (3) **Subsection (2)** does not limit the obligations of the Environment Court under the Resource Management Act 1991. 20
- 19 Heritage New Zealand Pouhere Taonga and Environment Court to have regard to statutory acknowledgement**
- (1) This section applies to an application made under section 44, 56, or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 for an authority to undertake an activity that will or may modify or destroy an archaeological site within a statutory area. 25
- (2) On and from the effective date, Heritage New Zealand Pouhere Taonga must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 48, 56, or 62 of the Heritage New Zealand Pouhere Taonga Act 2014 in relation to the application. 30
- (3) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area—
- (a) in determining whether the Limited Partnership is a person directly affected by the decision; and
- (b) in determining, under section 59(1) or 64(1) of the Heritage New Zealand Pouhere Taonga Act 2014, an appeal against a decision of Heritage New Zealand Pouhere Taonga in relation to the application. 35
- (4) In this section, **archaeological site** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014.

- 20 Recording statutory acknowledgement on statutory plans**
- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.
- (2) The information attached to a statutory plan must include— 5
- (a) a copy of **sections 15 to 19, 21, and 22**; and
- (b) descriptions of the statutory areas wholly or partly covered by the plan; and
- (c) the statement of association for each statutory area.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not— 10
- (a) part of the statutory plan; or
- (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991. 15
- 21 Provision of summary or notice to Limited Partnership and representative entities**
- (1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the Limited Partnership and each representative entity for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area: 20
- (a) if the application is received by the consent authority, a summary of the application; or
- (b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice. 25
- (2) A summary provided under **subsection (1)(a)** must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the Limited Partnership, each representative entity, and the relevant consent authority. 30
- (3) The summary must be provided—
- (a) as soon as is reasonably practicable after the relevant consent authority receives the application; but
- (b) before the relevant consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application. 35
- (4) A copy of a notice must be provided under **subsection (1)(b)** not later than 10 working days after the day on which the consent authority receives the notice.

- (5) The Limited Partnership and each representative entity may, by written notice to a relevant consent authority,—
- (a) waive the right to be provided with a summary or copy of a notice under this section; and
  - (b) state the scope of that waiver and the period it applies for. 5
- (6) This section does not affect the obligation of a relevant consent authority to decide,—
- (a) under section 95 of the Resource Management Act 1991, whether to notify an application:
  - (b) under section 95E of that Act, whether the Limited Partnership is an affected person in relation to an activity. 10

## 22 Use of statutory acknowledgement

- (1) ~~The Limited Partnership and each representative entity~~, each representative entity, and any member of Tauranga Moana Iwi may, as evidence of the association of Tauranga Moana Iwi with a statutory area, cite the statutory acknowledgement that relates to that area in submissions concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—
- (a) the relevant consent authorities; or
  - (b) the Environment Court; or 20
  - (c) Heritage New Zealand Pouhere Taonga; or
  - (d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) the bodies referred to in **subsection (1)**; or
  - (b) parties to proceedings before those bodies; or
  - (c) any other person who is entitled to participate in those proceedings.
- (3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account. 30
- (4) To avoid doubt,—
- (a) the Limited Partnership, each representative entity, and the members of Tauranga Moana Iwi are not precluded from stating that Tauranga Moana Iwi has an association with a statutory area that is not described in the statutory acknowledgement; and 35
  - (b) the content and existence of the statutory acknowledgement do not limit any statement made.

*General provisions relating to statutory acknowledgement***23 Exercise of powers and performance of functions and duties**

- (1) The statutory acknowledgement does not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under an enactment or a bylaw. 5
- (2) A person, in considering a matter or making a decision or recommendation under an enactment or a bylaw, must not give greater or lesser weight to the association of Tauranga Moana Iwi with a statutory area than that person would give if there were no statutory acknowledgement for the statutory area.
- (3) **Subsection (2)** does not limit **subsection (1)**. 10
- (4) This section is subject to the other provisions of this subpart.

**24 Rights not affected**

- (1) The statutory acknowledgement—
- (a) does not affect the lawful rights or interests of a person who is not a party to the collective deed; and 15
- (b) does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.
- (2) This section is subject to the other provisions of this subpart.

*Consequential amendment to Resource Management Act 1991***25 Amendment to Resource Management Act 1991** 20

- (1) This section amends the Resource Management Act 1991.
- (2) In Schedule 11, insert in its appropriate alphabetical order “**Parts 1 to 3 of the Tauranga Moana Iwi Collective Redress and Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2015**”.

## Subpart 2—Mauao joint management 25

**26 Interpretation**

In this subpart,—

**Mauao Historic Reserve** means the land that is 76.5400 hectares, more or less, being Lot 1 DP 429354, all computer freehold register 515000 or as that description is amended, from time to time, in accordance with section 15 of the Mauao Historic Reserve Vesting Act 2008 30

**Mauao Trust** means the trust of that name established by a trust deed dated 2 July 2007.

**27 Joint board for Mauao Historic Reserve**

- (1) The appointment of the Tauranga City Council as the administering body of the Mauao Historic Reserve under section 28 of the Reserves Act is revoked as if the appointment were revoked under that Act.
- (2) A joint board is established to be the administering body of the Mauao Historic Reserve as if it were appointed to control and manage the reserve under section 30 of the Reserves Act 1977. 5
- (3) However, section 30 of the Reserves Act 1977 has no further application to the reserve or the joint board.

**28 Appointments and procedures**

10

- (1) Appointments to the joint board must be made as follows:
  - (a) 4 members appointed by the trustees of the Mauao Trust; and
  - (b) 4 members appointed by the Tauranga City Council.
- (2) The joint board must remain in place—
  - (a) for a minimum period of 1 year from the settlement date; and 15
  - (b) until the trustees of the Mauao Trust and the Tauranga City Council jointly agree that the trustees, rather than the joint board, are to be the administering body of the Mauao Historic Reserve.
- (3) Sections 31 to 34 of the Reserves Act 1977 apply to the joint board as if it were a board within the meaning of that Act. 20
- (4) **Subsection (3)** applies subject to **subsections (5) and (6)**.
- (5) The first meeting of the joint board must be held no later than 2 months after the settlement date.
- (6) If the joint board agrees to adopt alternative provisions about meetings of the board,— 25
  - (a) those provisions apply; and
  - (b) section 32 of the Reserves Act 1977 does not apply.

**29 Administration of Mauao Historic Reserve by joint board**

- (1) While the joint board is the administering body of the Mauao Historic Reserve, **subsection (2)** applies in relation to any application for an easement under section 48 of the Reserves Act 1977, a statutory authorisation under sections 50 and 51 of that Act, a lease under section 58A of that Act, or a licence under section 74 of that Act over the reserve. 30
- (2) If this subsection applies,—
  - (a) the trustees of the Mauao Trust are the decision makers in respect of the application under the Reserves Act 1977, and the grantor of any resulting easement, statutory authorisation, lease, or licence, as if the trustees were the administering body of the Mauao Historic Reserve; and 35

- (b) to avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply.
- (3) While the joint board is the administering body of the Mauao Historic Reserve, the trustees of the Mauao Trust may obtain, as grantee, any interest in favour of the reserve as if the trustees were the administering body of the reserve. 5
- (4) The trustees of the Mauao Trust and the Tauranga City Council must enter into a memorandum of understanding regarding the day-to-day management of the Mauao Historic Reserve, including the provision of administrative and advisory services to the joint board by the Council.
- (5) The joint board may, subject to **subsections (1) and (2)**, exercise or perform in relation to the Mauao Historic Reserve any power or function that— 10
- (a) the Minister of Conservation has delegated to all local authorities under section 10 of the Reserves Act 1977; and
- (b) is relevant to the Mauao Historic Reserve.
- (6) The delegation referred to in **subsection (5)(a)** applies to the joint board with the necessary modifications. 15
- (7) The joint board must seek the prior approval of the trustees of the Mauao Trust before exercising or performing a delegated power or function.
- (8) For the avoidance of doubt, the joint board is not a council organisation or a council-controlled organisation for the purposes of the Local Government Act 2002. 20
- 30 Management plan**
- (1) The joint board must prepare a management plan for the Mauao Historic Reserve in accordance with section 41 of the Reserves Act 1977 and must secure the agreement of the trustees of the Mauao Trust to the management plan before the joint board approves it. 25
- (2) If the Minister gives notice under **section 31(2)(b)**, any management plan prepared by the joint board with the agreement of the trustees of the Mauao Trust under this section continues to apply, and the trustees must comply with that plan until a new plan is prepared and approved for the reserve. 30
- 31 Trustees of Mauao Trust may be appointed administering body of Mauao Historic Reserve**
- (1) This section applies subject to **section 28(2)(a)**.
- (2) If the trustees of the Mauao Trust and the Tauranga City Council jointly agree that the joint board is no longer to be the administering body of the Mauao Historic Reserve and that the trustees of the Mauao Trust are to be the administering body of the Mauao Historic Reserve,— 35

- (a) the trustees of the Mauao Trust and the Tauranga City Council must give notice of their intention to the Minister of Conservation, and a minimum of 12 months' notice to the joint board; and
- (b) the Minister must, by notice in the *Gazette*, declare that—
- (i) the joint board is no longer the administering body of the Mauao Historic Reserve; and
- (ii) the trustees of the Mauao Trust are the administering body of the Mauao Historic Reserve.
- (3) A notice under **subsection (2)(b)** has effect according to its terms.
- (4) While the trustees of the Mauao Trust are the administering body of the Mauao Historic Reserve,—
- (a) the trustees are the decision makers in respect of any application for an easement under section 48 of the Reserves Act 1977, a statutory authorisation under sections 50 and 51 of that Act, a lease under section 58A of that Act, or a licence under section 74 of that Act over the reserve; and
- (b) the trustees may obtain, as grantee, any interest in favour of the reserve; and
- (c) to avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply.

### 32 Application of Mauao Historic Reserve Vesting Act 2008

Section 7 of the Mauao Historic Reserve Vesting Act 2008 (which relates to the status of the Mauao Historic Reserve) is subject to this subpart.

#### Subpart 3—Te Kūpenga Framework

- 33 **Provisions giving effect to Te Kūpenga Framework** 25
- The provisions of **Schedule 2** apply to give effect to Te Kūpenga Framework.

## Part 3 Commercial redress

### Subpart 1—Transfer of licensed land

- 34 **Interpretation** 30
- In this subpart,—
- Crown forest land** has the meaning given in section 2(1) of the Crown Forest Assets Act 1989
- Crown forestry assets** has the meaning given in section 2(1) of the Crown Forest Assets Act 1989 35

**Crown forestry licence—**

- (a) has the meaning given in section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to the licensed land, means the licence described in the third column of the table in part 2 of the property redress schedule 5

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

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

**licensed land—** 10

- (a) means the property described as licensed land in part 2 of the property redress schedule; but
- (b) excludes—
  - (i) trees growing, standing, or lying on the land; and
  - (ii) improvements that have been— 15
    - (A) acquired by a purchaser of the trees on the land; or
    - (B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

**licensee** means the registered holder of the Crown forestry licence

**licensor** means the licensor of the Crown forestry licence 20

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

- (a) is wāhi tapu or a wāhi tapu area within the meaning of section 6 of the Heritage New Zealand Pouhere Taonga Act 2014; and
- (b) is, at any time, entered on the New Zealand Heritage List/Rārangī Kōrero as defined in section 6 of that Act 25

**right of access** means the right conferred by **section 44**.

**35 The Crown may transfer licensed land**

To give effect to part 5 of the collective deed, the Crown (acting by and through the chief executive of LINZ) is authorised—

- (a) to transfer the fee simple estate in the licensed land to the Limited Partnership; and 30
- (b) to sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer.

**36 Minister of Conservation may grant easements**

- (1) The Minister of Conservation may grant any easement over a conservation area or reserve that is required to fulfil the terms of the collective deed in relation to the licensed land. 35

- (2) Any such easement is—
- (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
  - (b) to be treated as having been granted in accordance with Part 3B of that Act; and 5
  - (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.
- 37 Computer freehold register for licensed land**
- (1) This section applies to the licensed land that is to be transferred to the Limited Partnership under **section 35**. 10
  - (2) The Registrar-General must, in accordance with a written application by an authorised person,—
    - (a) create a computer freehold register in the name of the Crown for the fee simple estate in the licensed land; and
    - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but 15
    - (c) omit any statement of purpose from the computer freehold register.
  - (3) **Subsection (2)** is subject to the completion of any survey necessary to create a computer freehold register.
  - (4) In this section and **section 38**, **authorised person** means a person authorised by the chief executive of LINZ. 20
- 38 Authorised person may grant covenant for later creation of computer freehold register**
- (1) For the purposes of **section 37**, the authorised person may grant a covenant for the later creation of a computer freehold register for the licensed land. 25
  - (2) Despite the Land Transfer Act 1952,—
    - (a) the authorised person may request the Registrar-General to register the covenant under that Act by creating a computer interest register; and
    - (b) the Registrar-General must comply with the request.
- 39 Application of other enactments** 30
- (1) This section applies to the transfer to the Limited Partnership of the fee simple estate in the licensed land.
  - (2) The transfer is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition. 35
  - (3) The transfer does not—
    - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or

- (b) affect other rights to subsurface minerals.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the collective deed in relation to the transfer. 5
- (5) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer or to any matter incidental to, or required for the purpose of, the transfer.
- (6) In exercising the powers conferred by **section 35**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer. 10
- (7) **Subsection (6)** is subject to **subsections (2) and (3)**.
- 40 Licensed land ceases to be Crown forest land**
- (1) The licensed land ceases to be Crown forest land upon the registration of the transfer of the fee simple estate in the land to the Limited Partnership. 15
- (2) However, the Crown, courts, and tribunals must not do or omit to do anything if that act or omission would, between the actual settlement date and the date of registration, be permitted by the Crown Forest Assets Act 1989 but be inconsistent with this subpart, part 5 of the collective deed, or part 3 of the property redress schedule. 20
- 41 Limited Partnership is confirmed beneficiary and licensor of licensed land**
- (1) On and from the actual settlement date, the Limited Partnership is the confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed in relation to the licensed land.
- (2) The effect of **subsection (1)** is that— 25
- (a) the Limited Partnership is entitled to the rental proceeds payable for the licensed land to the trustees of the Crown forestry rental trust under the Crown forestry licence since the commencement of the licence; and
- (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the Limited Partnership is the confirmed beneficiary in relation to the licensed land. 30
- (3) On the actual settlement date, the Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land. 35
- (4) Notice given by the Crown under **subsection (3)** has effect as if—

- (a) the Waitangi Tribunal made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land; and
- (b) the recommendation became final on the actual settlement date.
- (5) The Limited Partnership is the licensor under the Crown forestry licence as if the licensed land were returned to Māori ownership— 5
- (a) on the actual settlement date; and
- (b) under section 36 of the Crown Forest Assets Act 1989.
- (6) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the licensed land. 10

#### 42 Effect of transfer of licensed land

- (1) **Section 41** applies whether or not—
- (a) the transfer of the fee simple estate in the licensed land has been registered; or
- (b) the processes described in clause 17.4 of the Crown forestry licence have been completed. 15
- (2) To the extent that the Crown has not completed the processes referred to in **subsection (1)(b)** before the actual settlement date, it must continue those processes—
- (a) on and after that date; and 20
- (b) until the processes are completed.
- (3) For the period starting on the actual settlement date and ending on the completion of the processes referred to in **subsections (1) and (2)**, the licence fee payable under the Crown forestry licence in respect of the licensed land is the amount calculated in the manner described in paragraphs 3.23 and 3.24 of the property redress schedule. 25
- (4) However, the calculation of the licence fee under **subsection (3)** is overridden by any agreement made by the Limited Partnership as licensor, the licensee, and the owner of the balance of the land that is subject to the Crown forestry licence. 30
- (5) On and from the actual settlement date, references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the licensed land, be read as references to the Limited Partnership and any prospective or new proprietors of the balance of the land that is subject to the Crown forestry licence. 35

#### 43 Effect of licensed land not being transferred

~~If the licensed land is not transferred under **Parts 1 to 3**, the land is deemed to have been the subject of a final recommendation of the Waitangi Tribunal~~

~~under section 8HB(1)(b) of the Treaty of Waitangi Act 1975 that the land not be liable to return to Māori ownership.~~

*Access to protected sites*

**44 Right of access to protected sites**

- (1) The owner of land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow Māori for whom the protected site is of cultural, historical, or spiritual significance to have access across the land to each protected site. 5
- (2) **Subsection (1)** takes effect on and from the actual settlement date.
- (3) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner. 10
- (4) The right of access is subject to the following conditions:
- (a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right; and 15
- (b) the right of access may be exercised only at reasonable times and during daylight hours; and
- (c) a person exercising the right of access must observe any conditions imposed by the owner relating to the time, location, or manner of access that are reasonably required— 20
- (i) for the safety of people; or
- (ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or
- (iii) for operational reasons.

**45 Right of access over licensed land** 25

- (1) A right of access over licensed land is subject to the terms of any Crown forestry licence.
- (2) However, **subsection (1)** does not apply if the licensee has agreed to the right of access being exercised.
- (3) An amendment to a Crown forestry licence is of no effect to the extent that it would— 30
- (a) delay the date from which a person may exercise a right of access; or
- (b) adversely affect a right of access in any other way.

**46 Right of access to be recorded on computer freehold register**

- (1) This section applies to the transfer to the Limited Partnership of the licensed land. 35

- (2) The transfer instrument for the transfer must include a statement that the land is subject to a right of access to any protected sites on the land.
- (3) The Registrar-General must, upon the registration of the transfer of the land, record on any computer freehold register for the land that the land is subject to a right of access to protected sites on the land. 5

## Subpart 2—Right of first refusal over RFR land

### *Interpretation*

#### 47 Interpretation

In this subpart and **Schedule 3**,—

**control**, for the purposes of **paragraph (d)** of the definition of Crown body, means,— 10

- (a) for a company, control of the composition of its board of directors; and
- (b) for another body, control of the composition of the group that would be its board of directors if the body were a company

**Crown body** means— 15

- (a) a Crown entity, as defined in section 7(1) of the Crown Entities Act 2004; and
- (b) a State enterprise, as defined in section 2 of the State-Owned Enterprises Act 1986; and
- (c) the New Zealand Railways Corporation; and 20
- (d) a company or body that is wholly owned or controlled by 1 or more of the following:
- (i) the Crown;
- (ii) a Crown entity;
- (iii) a State enterprise: 25
- (iv) the New Zealand Railways Corporation; and
- (e) a subsidiary or related company of a company or body referred to in **paragraph (d)**

**dispose of**, in relation to RFR land,—

- (a) means— 30
- (i) to transfer or vest the fee simple estate in the land; or
- (ii) to grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), 50 years or longer; but
- (b) to avoid doubt, does not include— 35
- (i) to mortgage, or give a security interest in, the land; or

- (ii) to grant an easement over the land; or
- (iii) to consent to an assignment of a lease, or to a sublease, of the land; or
- (iv) to remove an improvement, a fixture, or a fitting from the land

**expiry date**, in relation to an offer, means its expiry date under **sections 50(2)(a) and 51** 5

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

**offer** means an offer by an RFR landowner, made in accordance with **section 50**, to dispose of RFR land to the Limited Partnership

**public work** has the meaning given in section 2 of the Public Works Act 1981 10

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

**RFR landowner**, in relation to RFR land,—

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and 15
- (b) means a Crown body, if the body holds the fee simple estate in the land; and
- (c) includes a local authority to which RFR land has been disposed of under **section 56(1)**; but
- (d) to avoid doubt, does not include an administering body in which RFR land is vested after the settlement date under **section 57(1)** 20

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

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

#### 48 Meaning of RFR land

- (1) In this subpart, **RFR land** means— 25
  - (a) the land described in part 3 of the attachments if, on the settlement date, that land—
    - (i) is vested in the Crown; or
    - (ii) is held in fee simple by the Crown; and
  - (b) any land obtained in exchange for a disposal of RFR land under **section 61(1)(c) or 62**. 30
- (2) Land ceases to be RFR land if—
  - (a) the fee simple estate in the land transfers from the RFR landowner to—
    - (i) the Limited Partnership or its nominee (for example, under a contract formed under **section 54**); or 35
    - (ii) any other person (including the Crown or a Crown body) under **section 49(d)**; or

- (b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body—
  - (i) under any of **sections 58 to 64** (which relate to permitted disposals of RFR land); or
  - (ii) under any matter referred to in **section 65(1)** (which specifies matters that may override the obligations of an RFR landowner under this subpart); or
- (c) the fee simple estate in the land transfers or vests from the RFR landowner in accordance with a waiver or variation given under **section 73**; or
- (d) the RFR period for the land ends.

*Restrictions on disposal of RFR land*

**49 Restrictions on disposal of RFR land**

- An RFR landowner must not dispose of RFR land to a person other than the Limited Partnership or its nominee unless the land is disposed of—
- (a) under any of **sections 55 to 64**; or
  - (b) under any matter referred to in **section 65(1)**; or
  - (c) in accordance with a waiver or variation given under **section 73**; or
  - (d) within 12 months after the expiry date of an offer by the RFR landowner to dispose of the land to the Limited Partnership if the offer to the Limited Partnership was—
    - (i) made in accordance with **section 50**; and
    - (ii) made on terms that were the same as, or more favourable to the Limited Partnership than, the terms of the disposal to the person; and
    - (iii) not withdrawn under **section 52**; and
    - (iv) not accepted under **section 53**.

*Limited Partnership's right of first refusal*

**50 Requirements for offer**

- (1) An offer by an RFR landowner to dispose of RFR land to the Limited Partnership must be by notice to the Limited Partnership.
- (2) The notice must include—
  - (a) the terms of the offer, including its expiry date; and
  - (b) the legal description of the land, including any interests affecting it, and the reference for any computer register for the land; and
  - (c) a street address for the land (if applicable); and

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

### **51 Expiry date of offer**

- (1) The expiry date of an offer must be on or after the date that is 40 working days after the date on which the Limited Partnership receives notice of the offer. 5
- (2) However, the expiry date of an offer may be on or after the date that is 20 working days after the date on which the Limited Partnership receives notice of the offer if—
- (a) the Limited Partnership received an earlier offer to dispose of the land; and 10
- (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
- (c) the earlier offer was not withdrawn.

### **52 Withdrawal of offer** 15

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

### **53 Acceptance of offer**

- (1) The Limited Partnership may, by notice to the RFR landowner who made an offer, accept the offer if— 20
- (a) it has not been withdrawn; and
- (b) its expiry date has not passed.
- (2) The Limited Partnership must accept all the RFR land offered, unless the offer permits it to accept less.

### **54 Formation of contract** 25

- (1) If the Limited Partnership accepts an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the Limited Partnership on the terms in the offer.
- (2) The terms of the contract may be varied by written agreement between the RFR landowner and the Limited Partnership. 30
- (3) Under the contract, the Limited Partnership may nominate any person (the **nominee**) to receive the transfer of the RFR land.
- (4) The Limited Partnership may nominate a nominee only if—
- (a) the nominee is lawfully able to hold the RFR land; and
- (b) notice is given to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle. 35
- (5) The notice must specify—

- (a) the full name of the nominee; and
  - (b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.
- (6) If the Limited Partnership nominates a nominee, the Limited Partnership remains liable for the obligations of the transferee under the contract. 5

*Disposals to others but land remains RFR land*

**55 Disposal to the Crown or Crown bodies**

- (1) An RFR landowner may dispose of RFR land to—
- (a) the Crown; or
  - (b) a Crown body. 10
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

**56 Disposal of existing public works to local authorities**

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority, as defined in section 2 of that Act. 15
- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—
- (a) the RFR landowner of the land; and
  - (b) subject to the obligations of an RFR landowner under this subpart. 20

**57 Disposal of reserves to administering bodies**

- (1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.
- (2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become— 25
- (a) the RFR landowner of the land; or
  - (b) subject to the obligations of an RFR landowner under this subpart.
- (3) However, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—
- (a) the RFR landowner of the land; and 30
  - (b) subject to the obligations of an RFR landowner under this subpart.

*Disposals to others where land may cease to be RFR land*

**58 Disposal in accordance with obligations under enactment or rule of law**

- An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law. 35

- 59 Disposal in accordance with legal or equitable obligations**
- An RFR landowner may dispose of RFR land in accordance with—
- (a) a legal or an equitable obligation that—
    - (i) was unconditional before the settlement date; or
    - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or 5
    - (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
  - (b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land. 10
- 60 Disposal under certain legislation**
- An RFR landowner may dispose of RFR land in accordance with—
- (a) section 54(1)(d) of the Land Act 1948; or
  - (b) section 34, 43, or 44 of the Marine and Coastal Area (Takutai Moana) Act 2011; or 15
  - (c) section 355(3) of the Resource Management Act 1991; or
  - (d) an Act that—
    - (i) excludes the land from a national park within the meaning of the National Parks Act 1980; and
    - (ii) authorises that land to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980, or the Reserves Act 1977. 20
- 61 Disposal of land held for public works**
- (1) An RFR landowner may dispose of RFR land in accordance with— 25
    - (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or
    - (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
    - (c) section 117(3)(a) of the Public Works Act 1981; or 30
    - (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
    - (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.
  - (2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993, after an 35

application by an RFR landowner under section 41(e) of the Public Works Act 1981.

## **62 Disposal for reserve or conservation purposes**

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

- (a) section 15 of the Reserves Act 1977; or 5
- (b) section 16A or 24E of the Conservation Act 1987.

## **63 Disposal for charitable purposes**

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

## **64 Disposal to tenants**

The Crown may dispose of RFR land— 10

- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted— 15
  - (i) before the settlement date; or
  - (ii) on or after the settlement date under a right of renewal in a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

*RFR landowner obligations* 20

## **65 RFR landowner's obligations subject to other matters**

- (1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—
  - (a) any other enactment or rule of law except that, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and 25
  - (b) any interest or legal or equitable obligation—
    - (i) that prevents or limits an RFR landowner's disposal of RFR land to the Limited Partnership; and
    - (ii) that the RFR landowner cannot satisfy by taking reasonable steps; 30  
and
  - (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.

*Notices about RFR land***66 Notice to LINZ of RFR land with computer register after settlement date**

- (1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created. 5
- (2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.
- (3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land. 10
- (4) The notice must include the legal description of the land and the reference for the computer register.

**67 Notice to Limited Partnership of disposal of RFR land to others**

- (1) An RFR landowner must give the Limited Partnership notice of the disposal of RFR land by the landowner to a person other than the Limited Partnership or its nominee. 15
- (2) The notice must be given on or before the date that is 20 working days before the day of the disposal.
- (3) The notice must include—
- (a) the legal description of the land, including any interests affecting it; and 20
  - (b) the reference for any computer register for the land; and
  - (c) the street address for the land (if applicable); and
  - (d) the name of the person to whom the land is being disposed of; and
  - (e) an explanation of how the disposal complies with **section 49**; and
  - (f) if the disposal is to be made under **section 49(d)**, a copy of any written 25 contract for the disposal.

**68 Notice to LINZ of land ceasing to be RFR land**

- (1) This section applies if land contained in a computer register is to cease being RFR land because—
- (a) the fee simple estate in the land is to transfer from the RFR landowner 30 to—
    - (i) the Limited Partnership or its nominee (for example, under a contract formed under **section 54**); or
    - (ii) any other person (including the Crown or a Crown body) under **section 49(d)**; or 35
  - (b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body—

- (i) under any of **sections 58 to 64**; or
- (ii) under any matter referred to in **section 65(1)**; or
- (c) the fee simple estate in the land is to transfer or vest from the RFR landowner in accordance with a waiver or variation given under **section 73**. 5
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must include— 10
- (a) the legal description of the land; and
- (b) the reference for the computer register for the land; and
- (c) the details of the transfer or vesting of the land.
- 69 Notice requirements**
- Schedule 3** applies to notices given under this subpart by or to— 15
- (a) an RFR landowner; or
- (b) the Limited Partnership.
- Right of first refusal recorded on computer registers*
- 70 Right of first refusal to be recorded on computer registers for RFR land**
- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers for,— 20
- (a) the RFR land for which there is a computer register on the settlement date; and
- (b) the RFR land for which a computer register is first created after the settlement date; and 25
- (c) land for which there is a computer register that becomes RFR land after the settlement date.
- (2) The chief executive must issue a certificate as soon as is reasonably practicable— 30
- (a) after the settlement date, for RFR land for which there is a computer register on the settlement date; or
- (b) after receiving a notice under **section 66** that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.
- (3) Each certificate must state that it is issued under this section. 35
- (4) The chief executive must provide a copy of each certificate to the Limited Partnership as soon as is reasonably practicable after issuing the certificate.

- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register for the RFR land identified in the certificate that the land is—
- (a) RFR land, as defined in **section 48**; and
  - (b) subject to this subpart (which restricts disposal, including leasing, of the land). 5

#### **71 Removal of notifications when land to be transferred or vested**

- (1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 68**, issue to the Registrar-General a certificate that includes— 10
- (a) the legal description of the land; and
  - (b) the reference for the computer register for the land; and
  - (c) the details of the transfer or vesting of the land; and
  - (d) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the Limited Partnership as soon as is reasonably practicable after issuing the certificate. 15
- (3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notification recorded under **section 70** for the land described in the certificate. 20

#### **72 Removal of notifications when RFR period ends**

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes— 25
- (a) the reference for each computer register for that RFR land that still has a notification recorded under **section 70**; and
  - (b) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the Limited Partnership as soon as is reasonably practicable after issuing the certificate. 30
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove any notification recorded under **section 70** from any computer register identified in the certificate.

*General provisions applying to right of first refusal***73 Waiver and variation**

- (1) The Limited Partnership may, by notice to an RFR landowner, waive any or all of the rights the Limited Partnership has in relation to the landowner under this subpart. 5
- (2) The Limited Partnership and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.
- (3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

**74 Disposal of Crown bodies not affected** 10

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

**75 Assignment of rights and obligations under this subpart**

- (1) **Subsection (3)** applies if the RFR holder— 15
- (a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional document; and
- (b) has given the notices required by **subsection (2)**.
- (2) The RFR holder must give notices to each RFR landowner that— 20
- (a) state that the RFR holder's rights and obligations under this subpart are being assigned under this section; and
- (b) specify the date of the assignment; and
- (c) specify the names of the assignees and, if they are the trustees of a trust, the name of the trust; and
- (d) specify the street address, postal address, and fax number or electronic address for notices to the assignees. 25
- (3) This subpart and **Schedule 3** apply to the assignees (instead of to the RFR holder) as if the assignees were the Limited Partnership, with any necessary modifications.
- (4) In this section,— 30
- constitutional document** means the trust deed or other instrument adopted for the governance of the RFR holder
- RFR holder** means the 1 or more persons who have the rights and obligations of the Limited Partnership under this subpart, because—
- (a) they are the Limited Partnership; or 35
- (b) they have previously been assigned those rights and obligations under this section.

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## Schedule 1

### Statutory areas

**s 14**

<b>Statutory area</b>	<b>Location</b>
Ridge lines on the Kaimai-Mamaku Range (with recorded names Kaimai Range and Mamaku Plateau)	As shown on OTS-215-011
Ridge lines from Otawa to Pūwhenua (with recorded name Puwhenua)	As shown on OTS-215-012

## Schedule 2 Te Kūpenga

s 33

### 1 Interpretation

- In this schedule,— 5
- Conservation Board** means a board established under section 6L of the Conservation Act 1987
- conservation land** means land that is subject to conservation legislation
- conservation legislation** means—
- (a) the Conservation Act 1987; and 10
  - (b) the enactments listed in Schedule 1 of that Act
- conservation management plan** has the meaning given in section 2(1) of the Conservation Act 1987
- conservation management strategy** has the meaning given in section 2(1) of the Conservation Act 1987 15
- conservation protected area** means an area above the line of mean high-water springs that is—
- (a) a conservation area;
  - (b) a reserve administered by the Department of Conservation;
  - (c) a wildlife refuge, wildlife sanctuary, or wildlife management reserve 20  
under the Wildlife Act 1953
- cultural materials plan** means the plan covering the cultural take of flora material within conservation protected areas in the Te Kūpenga Area
- cultural take** means the take and use of flora material for cultural purposes
- flora material** means parts of plants taken in accordance with the cultural materials plan 25
- freshwater fisheries management plan** has the meaning given in section 2(1) of the Conservation Act 1987
- local area office** means the Tauranga office of the Department of Conservation, or any replacement office that has responsibility for preparing or reviewing annual documents for the Tauranga area 30
- national park management plan** has the meaning given to **management plan** in section 2 of the National Parks Act 1980
- Ngatukituki** means the area shown on the map below the heading “Ngatukituki” in Appendix 1 to the Te Kūpenga Framework document in part 3 of the documents schedule 35

- relationship agreement** means the conservation relationship agreement as referred to in **clause 13**
- relevant conservation board** means the Conservation Board whose area of jurisdiction includes the Te Kūpenga Area
- Tauranga Moana Iwi area of interest** means the areas marked “A” and “B” on the plan in part 1 of the attachments 5
- Te Kūpenga Area** means the area shown on the map below the heading “**Te Kūpenga Area**” in Appendix 1 to the Te Kūpenga Framework document in part 3 of the documents schedule
- wāhi tapu** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014 10
- wāhi tapu management agreement** means an agreement that meets the requirements of **clause 11(6)**.
- 2 Conservation Partnership Forum**
- (1) A Conservation Partnership Forum (the **Forum**) is to be established in relation to the Te Kūpenga Area. 15
- (2) The purpose of the Forum is to promote, enhance, and protect the health and well-being of conservation land in the Te Kūpenga Area for present and future generations.
- (3) The Forum has the following functions: 20
- (a) to develop, approve, and review a conservation principles document in accordance with **clause 5**:
- (b) to identify the vision and objectives in the conservation principles document for conservation land covered by Te Kūpenga:
- (c) to recommend strategies for achieving the vision and objectives in the conservation principles document for conservation land covered by Te Kūpenga: 25
- (d) to discuss with the Department of Conservation how Tauranga Moana iwi and hapū and the local area office will work together when preparing, reviewing, and amending local annual business plans that affect the Te Kūpenga Area: 30
- (e) to discuss with the Department of Conservation how Tauranga Moana iwi and hapū may be involved in activities that the local area office undertakes in the Te Kūpenga Area that relate to—
- (i) monitoring activities; and 35
- (ii) concessions processes and monitoring of concessions:
- (f) to engage with and involve Tauranga Moana iwi and hapū in matters that affect their respective interests in the Te Kūpenga Area:

- (g) to seek funding to support the Forum in the development and implementation of projects that are consistent with the purposes of the Forum, which may include—
- (i) programmes that seek to enhance the relationship between the Department of Conservation and Tauranga Moana iwi and hapū; and 5
  - (ii) an inventory of sites of significance on conservation land in the Te Kūpenga Area; and
  - (iii) projects that promote the conservation of natural and physical resources and historical and cultural heritage: 10
- (h) to provide advice and recommendations to the Minister of Conservation, the Director-General, and the relevant conservation board on conservation matters covered by Te Kūpenga:
- (i) to perform other functions to achieve the purpose of the Forum, such as forming relationships with relevant organisations and groups to undertake initiatives: 15
  - (j) within 3 years of the effective date, to discuss with the Department of Conservation ways that Tauranga Moana iwi and hapū can participate in processes for preparing conservation management strategies and conservation management plans. 20
- 3 Appointment of Forum members**
- (1) The Forum comprises 6 members, as follows:
- (a) 1 member appointed by each of the 3 Tauranga Moana Iwi; and
  - (b) 3 members appointed by the Director-General.
- (2) The chairperson of the Forum must be appointed from time to time by the members of the Forum and that person must be an existing member of the Forum. 25
- (3) The members of the Forum—
- (a) are to be appointed for a term of 5 years; and
  - (b) may be replaced during that 5-year term at the discretion of the appointer; and 30
  - (c) may be reappointed.
- (4) An appointer must give notice in writing to the other appointers of any appointment under **subclause (1)**.
- (5) The Director-General must notify appointments under **subclause (1)** by notice in the *Gazette*. 35
- (6) The Forum must commence its business at its first meeting, which must be held no later than 6 months after the settlement date.

#### 4 Forum procedures

- (1) The Forum may regulate its own procedure, subject to the following provisions:
- (a) any appointer of a member of the Forum has the right, by giving prior written notice, to appoint a person to attend a meeting in the place of another member whom he or she has appointed: 5
  - (b) the Forum must operate on the basis of consensus decision-making, so that decisions may be made by the Forum only if there is agreement among all of the members present and voting at a meeting:
  - (c) if consensus has not been achieved, any member of the Forum may institute a disputes resolution process if that member considers it necessary and appropriate to resolve the matter: 10
  - (d) the Forum must meet as necessary, as agreed by the members of the Forum, in order to carry out its functions, but no less than twice a year unless all members agree otherwise: 15
  - (e) the Director-General must meet the costs of his or her appointees to the Forum, and 50% of the administrative costs of the Forum:
  - (f) the Tauranga Moana Iwi must meet the costs of their appointees to the Forum, and an equal share of the remaining 50% of the administrative costs of the Forum: 20
  - (g) the quorum of the Forum must be no fewer than the 3 Tauranga Moana Iwi appointees and 1 of the Director-General's appointees:
  - (h) if the chairperson is absent from a meeting, the other members attending the meeting must appoint a chairperson for that meeting.
- (2) The existence of the Forum does not limit the ability of the Crown to consult or take advice from any person or organisation in relation to the Te Kūpenga Area. 25
- (3) If the Minister of Conservation or the Director-General consults and seeks the advice of the Forum,—
- (a) the Minister or the Director-General must state a reasonable time period within which the Forum may provide advice; and 30
  - (b) the Minister or the Director-General must have regard to any advice of the Forum that is provided within that time period.
- (4) If **subclause (3)** does not apply, and the Forum provides advice to the Minister of Conservation or the Director-General on its own initiative, the Minister or the Director-General must consider that advice. 35
- (5) To avoid doubt, section 56 of the Conservation Act 1987 and section 9 of the Reserves Act 1977 do not apply to the Forum.

## 5 Conservation principles document

- (1) The purpose of the conservation principles document is to promote the conservation of natural and physical resources and historical and cultural heritage across the Te Kūpenga Area.
- (2) The conservation principles document must— 5
- (a) identify the significant conservation issues for conservation land covered by Te Kūpenga from the perspective of the Forum, as informed by Tauranga Moana iwi and hapū and the Department of Conservation; and
  - (b) identify the vision and objectives for conservation land covered by Te Kūpenga and the principal reasons for adopting the vision and objectives; and 10
  - (c) recommend strategies for implementing the vision and objectives identified under **paragraph (b)**; and
  - (d) be consistent with and further the purpose of the Forum.
- (3) The Forum must— 15
- (a) commence the preparation of a draft conservation principles document no later than 6 months after its first meeting; and
  - (b) complete the draft conservation principles document no later than 3 years after the first meeting.
- (4) Before commencing the preparation of a draft conservation principles document, the Forum must confirm a process that provides for input from Tauranga Moana hapū during the preparation of the conservation principles document. 20
- (5) During the preparation of a draft conservation principles document, the Forum may—
- (a) consult any other person or organisation; and 25
  - (b) seek any information, commission any reports, or take any other action considered appropriate by the Forum.
- ~~(6) The conservation principles document must acknowledge that the Tauranga Moana Framework will be established over the waters and coastal marine area of Tauranga Moana by local government and Tauranga Moana Iwi, and that the Tauranga Moana Framework document (Ngā Tai ki Mauao) has been, or is being, developed by the Tauranga Moana Governance Group. 30~~
- (6) The conservation principles document must acknowledge that the Tauranga Moana Framework will be established over the waters and coastal marine area of Tauranga Moana, and that the Tauranga Moana Framework document (Ngā Tai ki Mauao) has been, or is being, developed by the Tauranga Moana Governance Group. 35

- 6 Conservation management strategy**
- (1) When preparing, reviewing, or amending any conservation management strategy under section 17F, 17H, or 17I of the Conservation Act 1987 that affects the Te Kūpenga Area, the Director-General must consult and have particular regard to any advice of the Forum under section 17F(a) of that Act before the preparation of the draft conservation management strategy. 5
- (2) In developing any conservation management strategy that affects the Te Kūpenga Area, the relevant conservation board must have particular regard to the conservation principles document.
- (3) In developing and approving any conservation management plan that affects Te Kūpenga, the relevant conservation board and the Department of Conservation must have particular regard to the conservation principles document. 10
- (4) The Director-General must send a copy of the summary of submissions and the revised conservation management strategy to the Forum at the same time as those documents are sent to the relevant conservation board under section 17F(i) of the Conservation Act 1987. 15
- (5) No later than 2 months after receiving the documents referred to in **subclause (4)**, the Forum may provide advice directly to the relevant conservation board on those documents and the relevant conservation board must have particular regard to that advice. 20
- (6) In the preparation or review of any relevant conservation management strategy, the Director-General and Tauranga Moana Iwi must engage at the earliest opportunity to discuss any relevant issues that relate to the inter-relationship between the conservation management strategy and the conservation management plan for Ngatukituki, and how they might be resolved, including the views of Tauranga Moana iwi and hapū. 25
- (7) To avoid doubt, nothing in **subclauses (1) to (6)** prevents Tauranga Moana Iwi or Tauranga Moana hapū from making a submission on a draft conservation management strategy under section 17F(c) of the Conservation Act 1987.
- 7 Conservation management plan for Ngatukituki** 30
- (1) Before the Director-General commences the preparation, review, or amendment of a conservation management plan for Ngatukituki in accordance with clause 3.4 of the collective deed, the Director-General must notify the Forum to convene a Joint Working Party.
- (2) The Joint Working Party consists of not more than 6 members, as follows: 35
- (a) 3 members nominated by the Director-General; and
- (b) 3 members nominated by Tauranga Moana Iwi.
- (3) The Tauranga Moana Iwi members of the Joint Working Party convened under **subclause (1)** must include at least 1 member nominated by the Tauranga Moana iwi and hapū with interests in Ngatukituki. 40

- (4) Nominations under **subclauses (2) and (3)** must be made only after having regard to the knowledge, skills, and experience relevant to the tasks to be carried out by the Joint Working Party.
- (5) Persons nominated under **subclauses (2) and (3)** must be appointed by the Director-General. 5
- (6) The purpose of the Joint Working Party is to develop, and advise the Director-General on, issues and objectives for a conservation management plan for Ngatukituki that may include—
- (a) the principal conservation management issues in Ngatukituki; and
- (b) objectives for— 10
- (i) providing for Tauranga Moana iwi tikanga and matauranga Māori in conservation management; and
- (ii) implementing any conservation management strategy that affects Ngatukituki; and
- (iii) preserving and enhancing the natural character of the environment; and 15
- (iv) integrating and co-ordinating the management of natural, historical, and traditional resources within Ngatukituki; and
- (v) maintaining and enhancing indigenous biological diversity and the biological diversity of the environment; and 20
- (vi) protecting and enhancing the identified habitats of significance for customary activities; and
- (vii) protecting conservation values.
- (7) Within 3 months of the Joint Working Party being convened, the Joint Working Party must submit to the Director-General a report on the issues and objectives in relation to the draft conservation management plan. 25
- (8) The Director-General must prepare the draft conservation management plan having regard to the Joint Working Party report and following legislative requirements.
- (9) The Director-General must discuss the draft conservation management plan with the Joint Working Party before submitting the plan to the relevant conservation board for approval under section 17G of the Conservation Act 1987. 30
- 8 Engagement with relevant conservation board**
- (1) The Director-General must provide to the Forum an annual meeting schedule for the relevant conservation board. 35
- (2) If the Forum wishes to discuss a matter of regional or national importance in relation to conservation land or natural resources in the Tauranga Moana Iwi area of interest, the Forum may request that it be allowed to address a regular scheduled meeting of the relevant conservation board.

- (3) If the Forum wishes to discuss, present, or make a presentation on the conservation principles document to the relevant conservation board, the Forum may request that it be allowed to address a regular scheduled meeting of the relevant conservation board.
- (4) If the Forum makes a request to attend a scheduled meeting of the relevant conservation board, that request must— 5
- (a) be in writing; and
  - (b) set out the matter of regional or national importance that the Forum wishes to discuss or the matter of the presentation on the conservation principles document; and 10
  - (c) be given to the relevant conservation board no less than 20 business days before the date of the scheduled meeting.
- (5) The relevant conservation board must respond to the Forum no less than 10 business days before the scheduled meeting stating that the Forum may— 15
- (a) attend that scheduled meeting; or
  - (b) attend a subsequent scheduled meeting.

## 9 Engagement with local area office

- (1) In the preparation or review of any relevant annual business plans for the local area office, the local area manager must meet with the Forum at the earliest opportunity to discuss any relevant matters. 20
- (2) Before progressing the annual business plans for the local area for approval, the local area manager must provide the Forum with the annual business planning documents for comment. The Director-General has the final right of approval for those plans.
- (3) The local area manager and Tauranga Moana iwi and hapū must discuss opportunities for collaborative approaches as to how conservation land vested in iwi or hapū (or both) in settlement legislation could be managed. 25
- (4) Within 12 months from the effective date, the local area manager and the Forum must jointly develop and agree on a procedure for involvement of Tauranga Moana iwi and hapū in concessions processes. 30
- (5) In this clause, **local area manager** means the manager for the time being of the local area office.

## 10 Transfer of specific decision-making function to authorise collection of cultural flora

- (1) The decision-making function of the Director-General that relates to the taking of flora material from conservation protected areas for cultural use by Tauranga Moana iwi and hapū is transferred to and exercisable by Tauranga Moana Iwi. 35
- (2) The function must be performed in accordance with the cultural materials plan and in terms of clauses 4.56 to 4.64 of Te Kūpenga Framework.

## 11 Wāhi tapu management agreements

- (1) The Forum may provide to the Director-General—
- (a) a description of the general locations of wāhi tapu on conservation land in the Te Kūpenga Area; and
  - (b) further information in relation to wāhi tapu on conservation land, which may include, but is not limited to,—
    - (i) a description of specific locations of wāhi tapu;
    - (ii) the nature of the wāhi tapu;
    - (iii) any associated iwi or hapū kaitiaki.
- (2) The Forum may give notice to the Director-General that a wāhi tapu management agreement between Tauranga Moana iwi or Tauranga Moana hapū and the Director-General is to be developed in relation to wāhi tapu identified under **subclause (1)**, in accordance with **subclauses (3) to (9)**.
- (3) If the Forum gives notice under **subclause (2)**, the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General must discuss and agree to a wāhi tapu management agreement in relation to that wāhi tapu.
- (4) The wāhi tapu management agreement agreed between the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General may—
- (a) include such details relating to wāhi tapu on conservation land as the parties consider appropriate; and
  - (b) provide for the persons identified by the iwi or hapū to undertake management activities on conservation land in relation to specified wāhi tapu.
- (5) If, in accordance with **subclause (4)**, a wāhi tapu management agreement includes an agreement for persons authorised by the relevant Tauranga Moana iwi or Tauranga Moana hapū to undertake management activities, the agreement—
- (a) must specify the scope and duration of the work that may be undertaken; and
  - (b) constitutes lawful authority to undertake the work specified under **paragraph (a)**.
- (6) A wāhi tapu management agreement—
- (a) must be prepared without undue formality and in a manner agreed between the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General; and
  - (b) has effect as the management agreement for the area it covers as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987; and

- (c) must be reviewed at intervals to be agreed between the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General; and
- (d) must be made publicly available if the parties consider that appropriate.
- (7) Any conservation management strategy that affects the Te Kūpenga Area must— 5
- (a) acknowledge the role of wāhi tapu management agreements; and
- (b) reflect the relationship between the relevant Tauranga Moana iwi or Tauranga Moana hapū, and wāhi tapu; and
- (c) reflect the importance of the protection of wāhi tapu. 10
- (8) The discussion between the Forum, the relevant Tauranga Moana iwi or Tauranga Moana hapū, and the Director-General in relation to annual planning referred to in the relationship agreement must include a discussion of—
- (a) management activities in relation to wāhi tapu; and
- (b) any relevant wāhi tapu management agreement. 15
- (9) If the relevant Tauranga Moana iwi or Tauranga Moana hapū provide any information relating to wāhi tapu to the Director-General in confidence, the Director-General must respect that obligation of confidence to the extent to which the Director-General is able to do so under the relevant enactments.
- (10) References in this clause to the relevant Tauranga Moana iwi or Tauranga Moana hapū include references to both the relevant Tauranga Moana iwi and any relevant Tauranga Moana hapū, as the case requires. 20
- (11) In this clause, **Tauranga Moana iwi** means 1 or more of the following:
- (a) Ngā Hapū o Ngāti Ranginui;
- (b) Ngāi Te Rangi; 25
- (c) Ngāti Pūkenga.

## 12 Wānanga sites

- (1) The Director-General must create wānanga sites to enable members of Tauranga Moana iwi and hapū to temporarily occupy such sites for educational purposes without requiring a concession under Part 3B of the Conservation Act 1987. 30
- (2) The creation of a wānanga site does not override other statutory requirements relating to the use of the sites and the activity carried out on the sites.
- (3) Neither the Minister of Conservation nor the Director-General may issue hunting permits to hunt or kill or carry firearms on a wānanga site created under this clause. 35
- (4) No more than 9 wānanga sites are to be operational under this clause at any one time.

- (5) The Forum, in consultation with the Tauranga Moana iwi and hapū, must identify the locations of the wānanga sites and any replacement wānanga sites.
- (6) The Forum may authorise the use of a wānanga site created under this clause up to 4 times in any calendar year, and the site may be used for up to 7 days on each of those 4 occasions. 5
- (7) The Forum must give the Director-General at least 10 working days' prior notice of intention to use a wānanga site.
- (8) While a wānanga site is in use,—
- (a) no other person, except an agent of the Crown or any other person empowered by statute and exercising a statutory power, may enter the land occupied by the site: 10
  - (b) Department of Conservation staff and contractors engaged by the department must not enter the site except in the case of an emergency, including fire control, search and rescue operations, or for law enforcement purposes: 15
  - (c) a user authorised by the Forum may erect camping shelters or similar temporary accommodation.
- (9) At the end of each period of use of a wānanga site under **subclause (6)**, the authorised user must remove any shelters and temporary accommodation and leave the wānanga site in substantially the same condition as it was at the start of that period. 20
- (10) Except for the use authorised by this clause, the existence of a wānanga site does not of itself provide evidence of any estate or interest in, or any rights of any kind relating to, the wānanga site.
- (11) Except as provided in **subclause (8)**, the existence of a wānanga site does not affect the lawful rights or interests of any other person. 25
- (12) The Minister of Conservation may, after consulting the Forum and by written notice to the Forum, terminate a wānanga site if—
- (a) the land on which the wānanga site is located ceases to be owned by the Crown; or 30
  - (b) the land on which the wānanga site is located is destroyed or permanently detrimentally affected by a natural event; or
  - (c) the rights relating to the use of the wānanga site are breached and—
    - (i) the Minister considers that the breach is capable of being remedied and gives the Forum written notice specifying the breach and specifying the Minister's proposed remedy and time frame for remedying the breach, but the breach is not remedied in the time frame specified by the Minister; or 35
    - (ii) the Minister considers that the breach is not capable of being remedied. 40

- (13) If a wānanga site is terminated under **subclause (12)**, the Minister of Conservation, in consultation with the Forum, must take reasonable steps to provide a replacement wānanga site on conservation land within the Te Kūpenga Area.
- 13 Conservation relationship agreement** 5
- The Minister of Conservation, the Director-General, and Tauranga Moana Iwi must enter into a conservation relationship agreement in the form set out in appendix 2 of part 3 of the documents schedule.
- 14 Noting of conservation relationship agreement on conservation documents**
- (1) The Director-General must ensure that a summary of the conservation relationship agreement is noted on every conservation document affecting the Te Kūpenga Area. 10
- (2) The noting of the summary—
- (a) is for the purpose of public notice only; and
- (b) does not amend a conservation document for the purposes of the Conservation Act 1987 or the National Parks Act 1980. 15
- (3) In this clause, **conservation document** means a national park management plan, conservation management plan, conservation management strategy, or freshwater fisheries management plan.
- 15 Conservation relationship agreement subject to rights, functions, duties, and powers** 20
- (1) The conservation relationship agreement does not restrict—
- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, including, for example, the ability to—
- (i) introduce legislation and change Government policy; and 25
- (ii) interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of the Minister of Conservation, the Director-General, or any officials or statutory officers of the Department of Conservation; or 30
- (c) the legal rights of Tauranga Moana Iwi or a representative entity.
- (2) The conservation relationship agreement does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed, or administered under the conservation legislation. 35

**16 Enforcement of conservation relationship agreement**

- (1) The Crown must comply with the conservation relationship agreement while it is in force.
- (2) If the Crown fails to comply with the conservation relationship agreement without good cause, the Tauranga Moana Iwi may enforce the conservation relationship agreement, subject to the Crown Proceedings Act 1950. 5
- (3) Despite **subclause (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with the conservation relationship agreement.
- (4) To avoid doubt, **subclause (3)** does not affect the ability of a court to award costs incurred by the Tauranga Moana Iwi in enforcing the conservation relationship agreement under **subclause (2)**. 10
- (5) **Subclause (2)** does not affect any contract entered into between the Minister of Conservation or the Director-General and the Tauranga Moana Iwi, including any contract for service or concession. 15

## Schedule 3

### Notices in relation to RFR land

**ss 47, 69, 75(3)**

#### 1 Requirements for giving notice

A notice by or to an RFR landowner or the Limited Partnership under **subpart 2 of Part 3** must be— 5

- (a) in writing and signed—
  - (i) by the person giving it; or
  - (ii) in accordance with the Limited Partnership agreement, for a notice given by the Limited Partnership; and 10
- (b) addressed to the recipient at the street address, postal address, fax number, or electronic address,—
  - (i) for a notice to the Limited Partnership, specified for the Limited Partnership in accordance with the collective deed, or in a later notice given by the Limited Partnership to the RFR landowner, or identified by the RFR landowner as the current address, fax number, or electronic address of the Limited Partnership; or 15
  - (ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 50**, or in a later notice given to the Limited Partnership, or identified by the Limited Partnership as the current address, fax number, or electronic address of the RFR landowner; and 20
- (c) for a notice given under **section 66 or 68**, addressed to the chief executive of LINZ at the Wellington office of LINZ; and
- (d) given by— 25
  - (i) delivering it by hand to the recipient's street address; or
  - (ii) posting it to the recipient's postal address; or
  - (iii) faxing it to the recipient's fax number; or
  - (iv) sending it by electronic means such as email.

#### 2 Use of electronic transmission 30

Despite **clause 1**, a notice given in accordance with **clause 1(a)** may be given by electronic means as long as the notice is given with an electronic signature that satisfies ~~section 22(1)(a) and (b) of the Electronic Transactions Act 2002~~ section 226(1)(a) and (b) of the Contract and Commercial Law Act 2017. 35

#### 3 Time when notice received

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

- (a) at the time of delivery, if delivered by hand; or
  - (b) on the fourth day after posting, if posted; or
  - (c) at the time of transmission, if faxed or sent by other electronic means.
- (2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received— 5
- (a) after 5 pm on a working day; or
  - (b) on a day that is not a working day.

. . . . .

### Legislative history

3 April 2024

Divided from Tauranga Moana Iwi Collective Redress and Ngā  
Hapū o Ngāti Ranginui Claims Settlement Bill (Bill 84–2) by  
Māori Affairs Committee as Bill 84–3A