

**Reprint
as at 1 April 2008**



**Tutae-Ka-Wetoweto Forest Act
2001**

Public Act 2001 No 48
Date of assent 10 September 2001
Commencement see section 2

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Note

Changes authorised by section 17C of the Acts and Regulations Publication Act 1989 have been made in this reprint.

A general outline of these changes is set out in the notes at the end of this reprint, together with other explanatory material about this reprint.

This Act is administered by the Department of Conservation.

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Preamble

- (1) Rakiura Maori Land Trust is an ahu whenua trust established under Te Ture Whenua Maori Act 1993 in respect of the sections of blocks IX and X Lords River Survey District that contain the Tutae-Ka-Wetoweto Forest:
- (2) Rakiura is the kaitiaki and registered proprietor of the Forest:
- (3) Members of Rakiura are the tangata whenua and beneficial owners of the Forest, with full rights of ownership, possession, and use of the Forest:
- (4) The Forest contains virgin indigenous timber, vegetation, and wildlife which Rakiura wish to preserve and protect not only for their own benefit but also for the benefit of the New Zealand public:
- (5) By a deed dated 9 October 1999, the Crown and Rakiura have agreed, among other things,—
 - (a) that Rakiura will continue to be the kaitiaki and registered proprietor of the Forest; and
 - (b) that Rakiura members will continue to be the beneficial owners of the Forest; and
 - (c) that Rakiura members will continue to have full rights of ownership, possession, and use of the Forest; and
 - (d) that upon payment by the Crown of valuable consideration Rakiura will enter into a deed of covenant to preserve and protect the Forest in perpetuity; and
 - (e) that despite its rights to undisturbed possession and enjoyment of the Forest Rakiura will allow controlled public access to the Forest; and
 - (f) that the Crown will not seek to acquire title or possession of the Forest; and

- (g) that Rakiura will not manage or use the Forest for any purpose inconsistent with the deed of covenant; and
 - (h) that the Crown will introduce legislation to ensure that Rakiura does not incur any liability for income tax arising out of the payment of money as provided for in the deed:
- (6) By a deed of covenant dated 9 October 1999, the Crown and Rakiura agreed that Rakiura would manage the Forest in perpetuity, in accordance with the covenant,—
- (a) to preserve the natural environment, landscape, amenities, wildlife, freshwater, and historic values of the Forest; and
 - (b) to recognise that the Forest contains scenery of such distinctive quality, and ecological systems and natural features so beautiful, unique, or scientifically important that the Forest should be preserved in perpetuity for its intrinsic worth and for the benefit, use, and enjoyment of not only members of Rakiura, but also the wider public, as if it were a national park; and
 - (c) to provide, subject to a management plan to be prepared under the deed of covenant, freedom of access to the Forest for the New Zealand public.

1 Title

This Act is the Tutae-Ka-Wetoweto Forest Act 2001.

2 Commencement

This Act comes into force on 9 October 2001.

3 Purpose

The purpose of this Act is to give effect to certain provisions of the following deeds entered into by the Rakiura Maori Land Trust and the Crown relating to the Tutae-Ka-Wetoweto Forest:

- (a) the deed dated 9 October 1999; and
- (b) the deed of covenant dated 9 October 1999.

4 Interpretation of Act generally

Parliament intends the provisions of this Act to be interpreted in a manner that best furthers the agreements expressed in the deed and the deed of covenant.

5 Interpretation

In this Act, unless the context otherwise requires,—

deed means the deed dated 9 October 1999 and entered into by Rakiura and the Crown; and includes any amendments to the deed

deed of covenant means the conservation covenant dated 9 October 1999 and entered into by Rakiura and the Crown, a copy of which is set out in Schedule 2; and includes any amendments to the covenant

Forest means the Tutae-Ka-Wetoweto Forest comprising the land described in Schedule 1

Minister means the Minister of Conservation

orders means the order of the Maori Land Court dated 24 February 1998 establishing Rakiura as an ahu whenua trust and the order dated 13 July 1999 varying that order

Rakiura means the Rakiura Maori Land Trust.

6 Act to bind the Crown

This Act binds the Crown.

7 Validity of deed and deed of covenant

(1) The deed and the deed of covenant are deemed to be and to have always been valid and effective.

(2) This section applies despite any other enactment or rule of law.
Compare: 1997 No 84 s 15

8 Validity of certain actions of the Crown and Rakiura before commencement of this Act

(1) This section applies to anything done by the Crown or Rakiura before the commencement of this Act that would have been lawful had this Act been in force.

- (2) Anything to which this section applies is deemed to be and to have always been lawful.
- (3) This section applies despite any other enactment or rule of law.
Compare: 1997 No 84 s 17

9 Registration of deed of covenant

- (1) The Registrar of the Maori Land Court must, without fee, on the application of any person authorised in writing by the Minister or Rakiura register the deed of covenant and any amendment to the deed of covenant against the land described in Schedule 1.
- (2) Every covenant contained in the deed of covenant runs with and binds the land that is subject to the covenant and is deemed to be an interest in the land for the purposes of Te Ture Whenua Maori Act 1993.
Compare: 1997 No 84 s 11

10 Exemption from income tax

Any money paid to Rakiura under the deed is exempt income for the purposes of the Income Tax Act 2007.

Section 10: amended, on 1 April 2008 (effective for 2008–09 income year and later), by section ZA 2(1) of the Income Tax Act 2007 (2007 No 97).

11 Rakiura must manage forest in accordance with deed of covenant

Rakiura must manage the Forest—

- (a) in accordance with clauses 3 and 4 of the deed of covenant; and
- (b) in accordance with the management plan prepared under clause 6 of the deed of covenant.

12 Forest not to be treated as rateable land for purposes of Local Government (Rating) Act 2002

For the purposes of clause 1 of Part 1 of Schedule 1 of the Local Government (Rating) Act 2002, the Forest is to be treated as if it were forming a national park within the meaning of the National Parks Act 1980.

Section 12: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

13 Enforcement

- (1) This section applies while the deed of covenant is in force.
- (2) Sections 93 to 100, 101, and 102(3) to 105 of the Reserves Act 1977 apply to the Forest as if it were a reserve under that Act.
- (3) Subsection (2) applies subject to the terms and conditions of the deed of covenant.

14 Amendment to Conservation Act 1987

Amendment(s) incorporated in the Act(s).

Schedule 1

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Tutae-Ka-Wetoweto Forest land

The following pieces of land are situated in the Lords River Survey District in the Southland Land District

All that land containing 3 510.6076 hectares described as:

- Lords River, Block IX, Section 1
- Lords River, Block IX, Section 2
- Lords River, Block IX, Section 3
- Lords River, Block IX, Section 4
- Lords River, Block IX, Section 5
- Lords River, Block IX, Section 6
- Lords River, Block IX, Section 7
- Lords River, Block IX, Section 8
- Lords River, Block IX, Section 9
- Lords River, Block IX, Section 10
- Lords River, Block IX, Section 11
- Lords River, Block IX, Section 12
- Lords River, Block IX, Section 13
- Lords River, Block IX, Section 14
- Lords River, Block IX, Section 15
- Lords River, Block IX, Section 16
- Lords River, Block IX, Section 17
- Lords River, Block X, Section 1
- Lords River, Block X, Section 2
- Lords River, Block X, Section 3
- Lords River, Block X, Section 4
- Lords River, Block X, Section 5
- Lords River, Block X, Section 6
- Lords River, Block X, Section 7
- Lords River, Block X, Section 8
- Lords River, Block X, Section 9
- Lords River, Block X, Section 10
- Lords River, Block X, Section 11
- Lords River, Block X, Section 12

Lords River, Block X, Section 13

Lords River, Block X, Section 14

Schedule 2

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Conservation covenant

Section 77, Reserves Act 1977

THIS DEED OF COVENANT is made between **RAKIURA MAORI LAND TRUST** (“Rakiura”) of the First Part

AND

THE MINISTER OF CONSERVATION (“the Minister”) of the Other Part

WHEREAS

- A.** Rakiura Maori Land Trust (Rakiura) is an ahu whenua trust in respect of each section of Blocks IX and X Lords River survey district established under Te Ture Whenua Maori Land Act 1993 by order of the Maori Land Court dated 24 February 1998 and varied by a further Order of the Maori Land Court dated 13 July 1999.
- B.** Rakiura is the kaitiaki and registered proprietor of the SILNA Sections.
- C.** Members of Rakiura are the tangata whenua and beneficial owners with full rights of ownership, possession and use of the SILNA Sections.
- D.** The SILNA Sections contain virgin indigenous vegetation and wildlife which Rakiura wish to preserve and protect not only for their own benefit but also for the benefit of the public of New Zealand.
- E.** The parties further acknowledge that the SILNA Sections contain scenery of such distinctive quality, ecological systems or natural features so beautiful and unique or scientifically important that could warrant their preservation for their intrinsic worth and for the shared benefit, use and enjoyment not only by the members of Rakiura but also by the public of New Zealand.
- F.** Rakiura intend to prepare and implement a management plan to manage the SILNA Sections implementing principles for conservation, preservation, protection and management derived from the Reserves Act 1977, the National Parks Act 1980 and the Resource Management Act 1991.
- H.** The SILNA Sections shall be called “Tutae-Ka-Wetoweto Forest”.

- I. The parties recognise that this Covenant is between principals who have negotiated with authorised mandate, goodwill and mana.
- J. Rakiura acknowledge that it is consistent with its ownership and mana to recognise its obligations to preserve and protect the land in the manner set out in this Covenant.
- K. On the date of this Covenant the Crown and Rakiura entered into a Deed whereby Rakiura agreed to enter into this Covenant.

NOW THEREFORE THIS COVENANT WITNESSES that in accordance with section 77 of the Reserves Act 1977 Rakiura and the Minister mutually agree as follows:

1. INTERPRETATION

- 1.1 In this Covenant unless the context other requires:

Covenant means this Deed of Covenant.

Deed means the Deed between the parties executed contemporaneously with this Covenant.

Management Plan or plan means the management plan to be prepared and implemented by Rakiura as described in clause 6 and Schedule 2.

Minister means the Minister of Conservation and includes the Department of Conservation.

SILNA Sections means the land described in Schedule 1 attached to this Covenant of which Rakiura are kaitiaki and registered proprietor and whose members are the tangata whenua and beneficial owners. The SILNA Sections are held by Rakiura as an ahu whenua trust, the trustees of which are Graham Lloyd, Phillip Smith, Richard Manning, Tina Nixon, Alan Groves, Adrian Hart and Rewi Anglem.

Weeds and pests includes noxious, troublesome or adventitious plants, trees or other vegetation, animals or pests.

- 1.2 For avoidance of doubt:

1.2.1 The reference to any act in this Covenant extends to and includes any amendment to or substitution of that Act;

1.2.2 Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Covenant;

- 1.2.3 Words importing the singular number shall include the plural and vice versa;
- 1.2.4 Reference to parties are reference to parties to this Covenant.
- 1.2.5 References to clauses are reference to clauses in this Covenant.
- 1.2.6 References to persons shall be deemed to include references to individuals, companies, corporation, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality.
- 1.2.7 Expressions defined in the main body of this Covenant bear the defined meaning in the whole of this Covenant including the recitals. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue the parties must have regard to the matters contained in the recitals and in the Heads of Agreement.
- 1.2.8 Any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.9 Words importing one gender include the other gender.
- 1.2.10 The agreements contained in this Covenant bind and benefit the parties and their heirs, executors, successors and assigns in perpetuity and shall bind any lessee of the land for the term of any lease.
- 1.2.11 Where clauses in this Covenant require further agreement between the parties then such agreement must not be unreasonably withheld.

2. MINISTER'S ACKNOWLEDGEMENT

- 2.1 The Minister acknowledges that except as agreed in this Covenant:
 - 2.1.1 Rakiura is and continues to be the kaitiaki and registered proprietor of the SILNA Sections.
 - 2.1.2 Rakiura members are and continue to be the tangata whenua and beneficial owners of the SILNA Sections.

- 2.1.3 Rakiura members have and continue to have full rights of ownership, possession and use of the SILNA Sections.

3. OBJECTIVES OF COVENANT

- 3.1 The SILNA Sections must be managed so as:
 - 3.1.1 To preserve the natural environment, landscape, amenities, wildlife, freshwater or historic values of the SILNA Sections;
 - 3.1.2 To recognise that the SILNA Sections contain scenery of such distinctive quality, ecological systems or natural features so beautiful, unique or scientifically important that they should be preserved in perpetuity for their intrinsic worth and for the benefit, use and enjoyment of not only of the members of Rakiura but also of the public as if they were a national park is in the national interest.
 - 3.1.3 To provide, subject to the management plan, freedom of access to the public.
 - 3.1.4 Except as provided in clause 4 and in accordance with this Covenant and the management plan Rakiura must manage the SILNA Sections to achieve the objectives set out in this clause.
- 3.1 As provided in the management plan, Rakiura may in respect of the indigenous vegetation and the land generally continue to exercise their Maori customary rights.

4. IMPLEMENTATION OF OBJECTIVES

- 4.1 Unless agreed in writing by the parties or provided in the management plan, Rakiura must not carry out or permit in relation to or on the SILNA Sections:
 - 4.1.1 The grazing of the land by livestock;
 - 4.1.2 Felling, removal or damage of any tree, shrub or other plant on the land;
 - 4.1.3 The planting of any species of tree, shrub or other plant;
 - 4.1.4 Except as provided by the management plan the erection of any fence, building, structure or other improvements whether for the purposes of Rakiura or the Minister or other private or public purpose;

- 4.1.5 Any burning, top-dressing or sowing of seed;
- 4.1.6 Any cultivation, earthworks or other soil disturbance;
- 4.1.7 Any archaeological or other scientific research involving disturbance of the soil.
- 4.2 For avoidance of doubt “livestock” in clause 4.1.1 does not include wild deer.
- 4.3 In continuing to provide public access Rakiura:
 - 4.3.1 may, subject to the management plan, require the public to register when entering the SILNA Sections;
 - 4.3.2 must allow the public to walk on the SILNA Sections free of charge;
 - 4.3.3 may, subject to the management plan, charge for the use of facilities or services provided by Rakiura within the SILNA Sections;
 - 4.3.4 may close the SILNA Sections or parts of the SILNA Sections for management or cultural purposes.
- 4.4 Rakiura must:
 - 4.4.1 eradicate or control all weeds and pests on the SILNA Sections to the extent required by any enactment;
 - 4.4.2 prevent any wildfire upon or threatening the SILNA Sections and not permit the wildfire to escape;
 - 4.4.3 notify the Minister as soon as practical in the event of wildfire threatening land.
- 4.5 Rakiura must comply with all requisite statutes, regulations and bylaws in relation to the SILNA Sections.
- 4.6 Rakiura acknowledges that this Covenant does not affect the Minister’s exercise of his powers under the Wild Animal Control Act 1977.
- 4.7 Subject to clause 4.6 Rakiura must control the deer herds on the SILNA Sections by way of hunting.

5. MANAGEMENT

- 5.1 If the Minister at Rakiura’s request provides assistance and support to Rakiura in their management of the SILNA Sections Rakiura must manage the SILNA Sections in accordance with this clause.

- 5.2 If requested by Rakiura the Minister may provide Rakiura with assistance and support in management of the SILNA Sections subject to:
- 5.1.1 the extent of such assistance and support being identified in the management plan;
 - 5.1.2 the Minister agreeing to provide such assistance and support;
 - 5.1.3 any financial, statutory or other constraints which may apply to the Minister from time to time.
- 5.3 Rakiura acknowledges that the Minister has statutory powers, obligations and duties with which he must comply.

6. MANAGEMENT PLAN

- 6.1 Rakiura must prepare the management plan.
- 6.2 If requested by Rakiura, the Minister may, subject to clause 5.2, assist Rakiura in the implementation of any matters identified in the plan as requiring the Minister's assistance.
- 6.3 The management plan must implement the objectives in clause 3 and give effect to clause 4 as set out in Schedule 2.
- 6.4 The management plan may prescribe the responsibilities of the Minister in the management of the SILNA Sections.
- 6.5 The prior agreement of the Minister must be obtained before the Minister becomes responsible for implementation of any provisions of the management plan.
- 6.6 Rakiura and the Minister must jointly monitor the implementation of the management plan.
- 6.7 Rakiura and the Minister may jointly review the management plan at any time and must review the plan in its entirety at intervals of not more than 10 years.

7. JOINT OBLIGATIONS

- 7.1 Subject to the management plan, the Minister may assist Rakiura in the eradication or control of weeds and pests.
- 7.2 The Minister may eradicate or control any weed or pest if the parties agree that a weed or pest poses a threat to the objectives of this Covenant and the management objectives in the management plan.

- 7.3 In the event of wildfire upon or threatening the SILNA Sections the Minister may take any action which he considers appropriate to suppress the fire or to render assistance to Rakiura in suppressing the fire.
- 7.4 For the purposes of the Minister carrying out any obligations under the management plan or for carrying on any protection, fire suppression or maintenance work, Rakiura must permit the Minister, or any officer or duly authorised agent of the Minister, to enter upon the land and allow in perpetuity access to the SILNA Sections for these purposes.
- 7.5 Except in the case of any emergency, the Minister must give reasonable notice to Rakiura of any intention to enter the SILNA Sections and in all circumstances advise Rakiura when entry has taken place.

8. OBLIGATIONS UPON SALE OF THE SILNA SECTIONS

- 8.1 If Rakiura sells, lease or otherwise parts with possession of the SILNA Sections Rakiura must ensure that it obtains the agreement of any purchaser, lessee or assignee to comply with the terms of this Covenant, including any agreement by the purchaser or assignee to ensure that upon any subsequent sale or assignment (whether by sale, lease or otherwise) any subsequent purchaser, lessee or assignee must also comply with the terms of this Covenant including this clause.
- 8.2 If, for any reason, this Covenant is unregistered and Rakiura fails to obtain the agreement of any purchaser, lessee or assignee to comply with the terms of this Covenant as set out in clause 6.5 Rakiura shall continue to be liable in damages for any breach of Covenant committed after it has parted with all interest in the SILNA Sections in respect which such breach has occurred.

9. DURATION OF COVENANT

- 9.1 This Covenant shall bind the parties in perpetuity to the rights and obligations contained within it.

10. MISCELLANEOUS MATTERS

- 10.1 **Rights:** the rights hereby granted are expressly declared to be in the nature of a Covenant in Gross.
- 10.2 **Trespass Act:** except as provided in this Covenant, the Covenant does not diminish or affect the rights of Rakiura to exercise the rights of a landowner under the Trespass Act 1980 or any other statute or generally at law or otherwise. For avoidance of doubt these rights may be exercised by Rakiura if Rakiura reasonably considers that a person has breached the rights and/or restrictions of access conferred by this Covenant.
- 10.3 While this Covenant remains in force and subject to the terms and conditions set out in this Covenant, sections 95 to 105 of the Reserves Act 1977 as far as they are applicable and with necessary modifications shall apply to the SILNA Sections as if the SILNA Sections were a reserve.
- 10.4 **Registration and titles:** this Covenant shall be signed by both parties and shall be registered against the certificate(s) of title and that Rakiura shall undertake all reasonable endeavours to make available to the Crown the certificates of title to the SILNA Sections. If Rakiura cannot produce any certificate of title it shall, at its own expense, obtain a duplicate of such a certificate of title. The Crown shall then, at its expense, register this Covenant on the certificates of title to the SILNA Sections.
- 10.5 **The SILNA Sections** shall be known as Tutae-Ka-Wetoweto Forest.
- 10.6 **Acceptance of Covenant:** until this Covenant is registered and until the legislation referred to in clause 4 of the DEED is enacted, the parties agree to be bound by the provisions of the Covenant.

11. NOTICES

- 11.1 Any notice required to be given under this Covenant should be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.

- 11.2 Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Director-General of Conservation, Wellington. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for time being of the Director-General of Conservation at Wellington.
- 11.3 Any notice required to be given by Rakiura shall be sufficiently given if it is signed by the current Chairman of Rakiura or all the current trustees of Rakiura.
- 11.4 Any notice required to be served on Rakiura shall be sufficiently served if delivered to their current registered office at 88 Gore Street, Bluff.
- 11.5 Rakiura must on execution advise the Minister of the details of the current Chairman, trustees and registered office and must also advise the Minister immediately of any change of Chairman, trustees or registered office.

12. DEFAULT

- 12.1 Where there is any breach of any agreement contained in this Covenant by either party then the other party shall be entitled to take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach and shall also be entitled to recover from the party responsible for the breach as a debt due all costs incurred by the other party as a result of remedying such a breach or preventing further damage.
- 12.2 Should either party to this Covenant become of the reasonable view that the other party (the “defaulting party”) has defaulted in performance of or observance of any of its obligations under this Covenant then party (the “notifying party”) may by written notice:
- 12.2.1 Advise the defaulting party of the default;
 - 12.2.2 State the action reasonably required of the defaulting party to perform in accordance with this Covenant; and
 - 12.2.3 State a reasonable period within which the defaulting party must take action to remedy the breach.

13. DISPUTE RESOLUTION PROCESSES

- 13.1 **Resolve by managers:** If the defaulting party fails to take the requisite actions required within the time required in the notice under clause 12.2 or if the defaulting party disputes the notice or any aspect of it; or any other dispute arising in connection with this Covenant and the rights and obligations contained herein; then the parties agree to make efforts to resolve the issues through negotiation between representatives with managerial responsibility on behalf of each party.
- 13.2 **Resolve by the Minister and Chairperson:** In the event a resolution is not agreed within one month of the date given in clause 12.2.3 then the matter will be referred directly to the Chairperson of Rakiura and to the Minister for the time being on behalf of the Crown for negotiation and/or resolution.
- 13.3 **Mediation:** If a resolution contemplated by the process provided in clause 13.2 is not agreed within (3 months) of the date given in clause 12.2.3 then the matter will be referred to formal mediation by the parties with a mediator agreed between them. Failing agreement between the parties as to an agreed mediator then such will be appointed by the President of the New Zealand Law Society.
- 13.4 **Failure of mediation:** In the event that the matter is not resolved by mediation within nine months of the date referred to in clause 12.2.3 then the parties agree that the provisions of the Arbitration Act 1996 shall apply. The parties further agree that the result of arbitration shall be binding upon the parties.

Schedule 1**Descriptions of SILNA Sections**

[Schedule 1 of the Deed of Covenant has been omitted. That Schedule contains a description of the land comprising Tutae-Ka-Wetoweto Forest. A description of the land is set out in Schedule 1 of this Act.]

Schedule 2**Management Plan**

The management plan shall:

- Describe the land (ie resources on land, geological features, habitats, wildlife, wild animals)

Schedule 2—*continued*

- Describe current uses of land
- Identify and discuss management issues
- Identify existing customary use rights
- Set out the contents of plan
- Provide a process for plan
- Provide for the approval of the plan
- Review/amendment of the plan
- Provide for monitoring of plan
- Provide objectives, policies and implementations for management and may include (but is not limited to) management objectives for one or more of the following:
 - Identification of the responsibilities of the parties (ie what Rakiura will undertake and what the Minister will undertake)
 - Protection of customary use rights
 - Conditions Relating to Public Access including:
 - Free access to tracks
 - The registration system for entering the SILNA Sections
 - Any conditions which may relate to entry (ie visitor entry – tramping, walking, hunting, fishing)
 - Details of facilities and services which are available
 - Details of charges for facilities or services, who receives the charges, and who enforces and collects the charges
 - Conditions for deer hunting
 - Whether animals, guns, vehicles can be brought on to the land and if so on what conditions
 - Closure for management and cultural reasons

WITNESS WHEREOF THIS COVENANT HAS BEEN EXECUTED this 9th day of October 1999

Schedule 2—*continued*

SIGNED by **GRAHAM LLOYD** a trustee of
RAKIURA MAORI LAND TRUST

Graham Lloyd

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **PHILLIP SMITH** a trustee of
RAKIURA MAORI LAND TRUST

Phillip Smith

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **RICHARD MANNING** a trustee of
RAKIURA MAORI LAND TRUST

Richard Manning

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **TINA NIXON** a trustee of
RAKIURA MAORI LAND TRUST

Tina Nixon

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **ALAN GROVES** a trustee of
RAKIURA MAORI LAND TRUST

Alan Groves

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

Schedule 2—*continued*

SIGNED by **ADRIAN HART** a trustee of
RAKIURA MAORI LAND TRUST

in the presence of:

Witness:

Occupation:

Address:

SIGNED by **REWI ANGLEM** a trustee of
RAKIURA MAORI LAND TRUST

in the presence of:

Witness: Sam Burridge

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by the Honourable Dr **NICOLAS REX
SMITH**, Minister of Conservation on behalf of
the Crown and in the presence of:

Witness: B J Ford JP

Occupation: Skipper

Address: 5 Argyle Street Stewart Island

Rewi Anglem

Dr Nicholas Rex
Smith

Local Government (Rating) Act 2002

Public Act 2002 No 6
Date of assent 30 March 2002
Commencement see section 2

1 Title

This Act is the Local Government (Rating) Act 2002.

Part 1

Preliminary and key provisions

Subpart 1—Preliminary provisions

2 Commencement

- (1) Section 137(1), so far as it relates to the item relating to section 122ZAA of the Local Government Act 1974 in Schedule 5, comes into force on the day after the date on which this Act receives the Royal assent.
- (2) The following provisions come into force on the day after the date on which this Act receives the Royal assent, but only for the purpose of rating in a financial year that begins on or after 1 July 2003:
 - (a) section 11, so far as it relates to district valuation rolls; and
 - (b) section 137(1), so far as it relates to—
 - (i) Schedule 4; and
 - (ii) items relating to the Rating Valuations Regulations 1998 in Schedule 5.
- (3) The following provisions come into force on 30 April 2003:
 - (a) section 11, so far as it relates to rating information databases; and
 - (b) sections 27 to 36.
- (4) The rest of this Act comes into force on 1 July 2003.

Part 5
Replacement of rates and miscellaneous matters

Subpart 2—Miscellaneous matters

137 Amendments to other enactments

- (1) The Acts and regulations specified in Schedules 4 and 5 are amended in the manner indicated in those schedules.
- (2) However, those Acts and regulations continue in force as if they had not been amended to the extent necessary for the levying and collection of rates made or levied for the financial year ending on 30 June 2003 or a previous financial year.

Schedule 5
Amendments to other Acts and regulations

Part 1

Amendments to other Acts (other than local and private Acts)

Tutae-Ka-Wetoweto Forest Act 2001 (2001 No 48)

Repeal section 12 and substitute:

“12 Forest not to be treated as rateable land for purposes of Local Government (Rating) Act 2002

For the purposes of clause 1 of Part 1 of Schedule 1 of the Local Government (Rating) Act 2002, the Forest is to be treated as if it were forming a national park within the meaning of the National Parks Act 1980.”

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Notes**1 *General***

This is a reprint of the Tutae-Ka-Wetoweto Forest Act 2001. The reprint incorporates all the amendments to the Act as at 1 April 2008, as specified in the list of amendments at the end of these notes.

Relevant provisions of any amending enactments that have yet to come into force or that contain relevant transitional or savings provisions are also included, after the principal enactment, in chronological order.

2 *Status of reprints*

Under section 16D of the Acts and Regulations Publication Act 1989, reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by the amendments to that enactment. This presumption applies even though editorial changes authorised by section 17C of the Acts and Regulations Publication Act 1989 have been made in the reprint.

This presumption may be rebutted by producing the official volumes of statutes or statutory regulations in which the principal enactment and its amendments are contained.

3 *How reprints are prepared*

A number of editorial conventions are followed in the preparation of reprints. For example, the enacting words are not included in Acts, and provisions that are repealed or revoked are omitted.

For a detailed list of the editorial conventions, *see* <http://www.pco.parliament.govt.nz/editorial-conventions/> or Part 8 of the *Tables of New Zealand Acts and Ordinances and Statutory Regulations, and Deemed Regulations in Force*.

4 *Changes made under section 17C of the Acts and Regulations Publication Act 1989*

Section 17C of the Acts and Regulations Publication Act 1989 authorises the making of editorial changes in a reprint as set out in sections 17D and 17E of that Act so that, to the extent permitted, the format and style of the reprinted enactment is consistent with current legislative drafting practice. Changes that would alter the effect of the legislation are not permitted. A new format of legislation was introduced on 1 January 2000. Changes to legislative drafting style have also been made since 1997, and are ongoing. To the extent permitted by section 17C of the Acts and Regulations Publication Act 1989, all legislation reprinted after 1 January 2000 is in the new format for legislation and reflects current drafting practice at the time of the reprint.

In outline, the editorial changes made in reprints under the authority of section 17C of the Acts and Regulations Publication Act 1989 are set out below, and they have been applied, where relevant, in the preparation of this reprint:

- omission of unnecessary referential words (such as “of this section” and “of this Act”)
- typeface and type size (Times Roman, generally in 11.5 point)
- layout of provisions, including:
 - indentation
 - position of section headings (eg, the number and heading now appear above the section)
- format of definitions (eg, the defined term now appears in bold type, without quotation marks)
- format of dates (eg, a date formerly expressed as “the 1st day of January 1999” is now expressed as “1 January 1999”)

- position of the date of assent (it now appears on the front page of each Act)
- punctuation (eg, colons are not used after definitions)
- Parts numbered with roman numerals are replaced with arabic numerals, and all cross-references are changed accordingly
- case and appearance of letters and words, including:
 - format of headings (eg, headings where each word formerly appeared with an initial capital letter followed by small capital letters are amended so that the heading appears in bold, with only the first word (and any proper nouns) appearing with an initial capital letter)
 - small capital letters in section and subsection references are now capital letters
- schedules are renumbered (eg, Schedule 1 replaces First Schedule), and all cross-references are changed accordingly
- running heads (the information that appears at the top of each page)
- format of two-column schedules of consequential amendments, and schedules of repeals (eg, they are rearranged into alphabetical order, rather than chronological).

5 *List of amendments incorporated in this reprint
(most recent first)*

Income Tax Act 2007 (2007 No 97): section ZA 2(1)

Local Government (Rating) Act 2002 (2002 No 6): section 137(1)
