

Version  
as at 12 April 2022



## Tūhoe Claims Settlement Act 2014

Public Act      2014 No 50  
Date of assent    27 July 2014  
Commencement    see section 2

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### Part 1

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#### Note

The Parliamentary Counsel Office has made editorial and format changes to this version using the powers under subpart 2 of Part 3 of the Legislation Act 2019.

Note 4 at the end of this version provides a list of the amendments included in it.

**This Act is administered by the Ministry of Justice.**

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

**1 Title**

This Act is the Tūhoe Claims Settlement Act 2014.

**2 Commencement**

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

**Part 1**

**Preliminary matters, acknowledgements and apology, and settlement of historical claims**

*Preliminary matters*

**3 Purpose**

The purpose of this Act is—

- (a) to record the acknowledgements and apology given by the Crown to Tūhoe in the deed of settlement; and
- (b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Tūhoe.

**4 Provisions to take effect on settlement date**

- (1) The provisions of this Act take effect on the settlement date unless otherwise stated.
- (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
  - (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**

This Act binds the Crown.

## 6 Outline

- (1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of this Act or of the deed of settlement.
- (2) This Part—
  - (a) sets out the purpose of this Act; and
  - (b) provides that the provisions of this Act take effect on the settlement date unless a provision states otherwise; and
  - (c) specifies that this Act binds the Crown; and
  - (d) sets out a summary of the historical account and records the text of the acknowledgements and apology given by the Crown to Tūhoe and recorded in the deed of settlement; and
  - (e) defines terms used in this Act, including key terms such as Tūhoe and historical claims; and
  - (f) provides that the settlement of the historical claims is final; and
  - (g) provides for—
    - (i) the effect of the settlement of the historical claims on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
    - (ii) a consequential amendment to the Treaty of Waitangi Act 1975; and
    - (iii) the effect of the settlement on certain resumptive memorials; and
    - (iv) the exclusion of the limit on the duration of a trust; and
    - (v) access to the deed of settlement.
- (3) Part 2 provides for cultural redress, including—
  - (a) cultural redress requiring vesting in the trustees of the fee simple estate in the cultural redress properties; and
  - (b) cultural redress that does not involve the vesting of land, namely,—
    - (i) protocols for primary industries and taonga tūturu, on the terms set out in part 4 of the documents schedule; and
    - (ii) the establishment of the Tūhoe fisheries advisory committee; and
    - (iii) the provision of official geographic names; and
    - (iv) provision for Tūhoe to appoint a member of the Rangitāiki River Forum which is the same body as that established by section 104 of the Ngāti Manawa Claims Settlement Act 2012 and section 108 of the Ngāti Whare Claims Settlement Act 2012.
- (4) Part 3 provides for commercial redress, including,—
  - (a) in subpart 1, the transfer of deferred selection properties; and
  - (b) in subpart 2, the right of first refusal (RFR) redress.

- (5) Part 4 sets out transitional and miscellaneous matters to provide for—
- (a) the dissolution of the Tuhoe-Waikaremoana Maori Trust Board, the transfer of the assets of that board to the trustees, and other transitional matters relevant to the change of governance structure; and
  - (b) the merger of certain charitable trusts that are vested in the Tūhoe Charitable Trust Board; and
  - (c) the vesting in the trustees of Tūhoe Te Uru Taumatua of certain assets and liabilities held by the Tuhoe-Waikaremoana Maori Trust Board as trustee immediately before the settlement date, subject to the same trusts, rights, interest and law as applied to those assets and liabilities before the settlement date; and
  - (d) for the purposes of the Maori Fisheries Act 2004, the recognition of the Tūhoe Charitable Trust as the mandated iwi organisation for Tūhoe and Tūhoe Fish Quota Limited as the asset holding company of Tūhoe; and
  - (e) amendments to other enactments.
- (6) There are 4 schedules, as follows:
- (a) Schedule 1 lists, in Part 1, the hapū of Tūhoe, and in Part 2, the claims within the meaning of historical claims of Tūhoe:
  - (b) Schedule 2 describes the cultural redress properties:
  - (c) Schedule 3 sets out provisions that apply to notices given in relation to RFR land:
  - (d) Schedule 4 sets out consequential amendments.

Section 6(2)(g)(iv): amended, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

### *Summary of historical account, acknowledgements, and apology*

## **7 Summary of historical account, acknowledgements, and apology**

- (1) Section 8 summarises the historical account in the deed of settlement, setting out the basis for the acknowledgements and apology given by the Crown.
- (2) Sections 9 and 10 record the text of the acknowledgements and apology given by the Crown to Tūhoe in the deed of settlement.
- (3) The acknowledgements and apology are to be read together with the historical account recorded in part 2 of the deed of settlement.

## **8 Summary of historical account**

- (1) Tūhoe did not sign the Treaty of Waitangi, and the Crown had no official presence in Te Urewera before the 1860s. Tūhoe remained in full control of their customary lands until 1865 when the Crown confiscated much of their most productive land, even though they were not in rebellion and the confiscation was not directed at Tūhoe.

- (2) The prejudice created by the confiscation was exacerbated by the Compensation Court process, which returned much of the confiscated land to other Māori but excluded Tūhoe from land they traditionally occupied and cultivated.
- (3) After the confiscation, the Crown waged war in Te Urewera until 1871 as it sought to apprehend those responsible for the 1865 death of Crown official Fulloon and then capture Te Kooti following his escape from Crown detention. The Crown extensively used scorched earth tactics, and was responsible for the execution of unarmed prisoners and the killing of non-combatants. In 1870, Tūhoe were forced out of Te Urewera and detained at Te Putere, where they suffered further hardship. The wars caused Tūhoe to suffer widespread starvation and extensive loss of life.
- (4) In 1871, peace was restored to Te Urewera when the Crown withdrew its forces and agreed to leave Tūhoe to manage their own affairs. A governing council of chiefs, Te Whitu Tekau, was then established to uphold mana motuhake in Te Urewera.
- (5) Between the 1870s and the 1890s, Crown pressure and the claims of other iwi led to the introduction into Te Urewera of the Native Land Court, surveying, and land purchases despite Te Whitu Tekau opposition. In 1875, the Crown induced Tūhoe to sell a large area of land at Waikaremoana by threatening to confiscate their interests if they did not sell.
- (6) Tūhoe sought to protect their remaining lands from sale, and in 1896, Parliament enacted the Urewera District Native Reserve Act 1896. This provided for local self-government over a 656 000-acre Urewera Reserve, and for decisions about the use of land to be made collectively and according to Māori custom. Tūhoe believed this system would protect their lands from sale. However, the Crown did not implement the self-government provisions of that Act and undermined its protective provisions.
- (7) Between 1896 and 1921, Crown purchasing in and around Te Urewera (some of which was illegal) and roading and survey costs imposed on Tūhoe under the Urewera Consolidation Scheme (1921) resulted in a significant loss of land. Harsh tactics were used to acquire land at Waikaremoana, where the Crown assumed control over Lake Waikaremoana and resisted attempts for decades by Māori owners to secure title to the lakebed.
- (8) In 1916, 70 armed Police arrested Tūhoe prophet Rua Kēnana at Maungapōhatu. Two Tūhoe men were killed during the arrest. Rua was cleared of 8 charges, including sedition, but was convicted of moral resistance relating to an earlier arrest attempt and jailed. The Maungapōhatu community went into decline after this and has not recovered.
- (9) Following the Urewera Consolidation Scheme, Tūhoe were left with only 16% of the Urewera Reserve, much of which was unsuited to settlement or economic development. This was insufficient to support an increasing population.

- (10) In 1954, the Crown established Te Urewera National Park, which included most of Tūhoe's traditional lands. The Crown neither consulted Tūhoe about the establishment of the park nor about its 1957 expansion and did not recognise Tūhoe as having any special interest in the park or its governance. National Park policies led to restrictions on Tūhoe's customary use of Te Urewera and their own adjoining land.
- (11) Today, around 85% of Tūhoe live outside Te Urewera. Those who remain struggle to make a living and face various restrictions placed on the land and resources in the area. Many suffer from socio-economic deprivation of a severe nature.

## 9 Acknowledgements

- (1) The Crown acknowledges that Tūhoe did not sign the Treaty of Waitangi in 1840. The Crown's authority over New Zealand rested in part on the Treaty, and the Crown's Treaty obligations, including its protective guarantees, applied to Tūhoe. The Crown acknowledges that it has failed to meet many of its Treaty obligations to Tūhoe. Despite the previous efforts of Tūhoe, the Crown has failed to deal with the long-standing and legitimately held grievances of Tūhoe in an appropriate way, and recognition of those grievances is long overdue. The sense of grief and loss suffered by Tūhoe and the impact of the Crown's failings endure today.
- (2) The Crown acknowledges that,—
  - (a) prior to 1865, Tūhoe retained full control over their customary lands and resources while engaging with te ao hou; and
  - (b) prior to the 1866 eastern Bay of Plenty confiscation, the Crown had not established a meaningful relationship with Tūhoe; and
  - (c) the confiscation was indiscriminate in extent and application and included Tūhoe lands even though as an iwi they were not in rebellion; and
  - (d) the confiscation deprived Tūhoe of access to their wāhi tapu, traditional sources of food, and other resources and severed their ties to much of the land; and
  - (e) the confiscation was unjust and excessive and had a devastating effect on the mana, welfare, economy, and development of Tūhoe and was a breach of the Treaty of Waitangi and its principles.
- (3) The Crown acknowledges that the prejudice created by the confiscation was compounded by the inadequacies of the Compensation Court in that—
  - (a) in many cases the Compensation Court validated prior arrangements made by a Crown official with other tribal groups for the distribution of land in the confiscation district that did not take account of Tūhoe customary interests; and
  - (b) the Compensation Court process excluded Tūhoe from all the land they had traditionally occupied and cultivated in the confiscated block; and

- (c) the Crown's failure to ensure that the interests of Tūhoe in the confiscated land were protected was in breach of the Treaty of Waitangi and its principles.
- (4) The Crown acknowledges that some Tūhoe assisted the Crown in its hunt for Te Kooti and Kereopa and that many felt pressured to do so.
- (5) The Crown acknowledges that its conduct during its attacks on Te Urewera and its surrounds between 1865 and 1871 included—
  - (a) the failure to properly monitor and control the actions of the armed forces, resulting in—
    - (i) the execution of unarmed Tūhoe prisoners at Mangarua (near Waikaremoana) in 1866 and at Ngātapa in 1869; and
    - (ii) the execution of Tūhoe prisoners at Ruatāhuna in 1869; and
    - (iii) the killing of non-combatants, including men, women, and children, and the desecration of bodies, human remains, and urupā at Te Whata-a-pona, Ōpūtao, Tahora, and in the Ruatāhuna district; and
  - (b) the use of the scorched earth policy that resulted in the widespread destruction of kāinga, pā, cultivations, food stores, animals, wāhi tapu, and taonga.

The Crown acknowledges that the impacts of these actions on Tūhoe included widespread starvation and extensive loss of life. The Crown's actions had an enduring and devastating effect on the mana, social structure, and well-being of the iwi. The Crown acknowledges that its conduct showed reckless disregard for Tūhoe, went far beyond what was necessary or appropriate in the circumstances, and was in breach of the Treaty of Waitangi and its principles.

- (6) The Crown acknowledges that—
  - (a) for those who were kept in detention at Te Pūtere and on the Chatham Islands, the length of time went beyond what was necessary and appropriate; and
  - (b) its failure to provide for all non-combatants, including those kept in exile, inflicted unwarranted hardship on them; and
  - (c) it failed to grant to Tūhoe the reserve established at Te Pūtere and promised to them; and
  - (d) these actions were in breach of the Treaty of Waitangi and its principles.
- (7) The Crown acknowledges that it breached the rongopai with Tūhoe in 1870 when its armed forces attacked Whakarāe and when they destroyed all pā, kāinga, and food supplies around Lake Waikaremoana, and that this was in breach of the Treaty of Waitangi and its principles.
- (8) The Crown acknowledges that its confiscation of part of the rohe of Tūhoe and its subsequent conduct in warfare began to erode Tūhoe's mana motuhake,

which was guaranteed to them under the Treaty. These Crown actions undermined chiefly authority, and the political impacts resonate today.

- (9) The Crown acknowledges that Tūhoe were not compensated for the excessive Crown actions that caused catastrophic and immediate prejudice to the people of Te Urewera, and that Tūhoe have had to endure the lasting impacts for many generations.
- (10) The Crown acknowledges that Tūhoe did not receive any compensation following the acquisition of Onepoto and other land beside the Waikaretāheke River, including its timber resources, in 1872, and that this was in breach of the Treaty of Waitangi and its principles.
- (11) The Crown acknowledges that in 1875 it acquired all of Tūhoe interests in 172 500 acres in the 4 southern blocks in southern Waikaremoana, including Onepoto, after threatening to confiscate Tūhoe interests in this land. The aggressive measures undertaken to acquire land in this district had lasting and detrimental effects on the customary interests of Tūhoe at Waikaremoana and breached the Treaty of Waitangi and its principles.
- (12) The Crown acknowledges that—
  - (a) the titles Tūhoe received for 4 reserves at Whareama, Te Kōpani, Te Heiotāhoka, and Ngāpūtahi were granted to 60 individuals rather than all Tūhoe owners; and
  - (b) title to the 4 reserves was not awarded until 1889 and Whareama and Ngāpūtahi remained with no legal access; and
  - (c) Whareama and Ngāpūtahi were subsequently included in the Urewera Consolidation Scheme against the wishes of Tūhoe and were acquired by the Crown in 1921.
- (13) The Crown acknowledges that—
  - (a) it did not consult Tūhoe about the introduction of native land laws; and
  - (b) more than 1.1 million acres of land in which Tūhoe claimed interests were surveyed and put through the Native Land Court between 1867 and 1894 despite Tūhoe opposition to the Native Land Court; and
  - (c) Tūhoe incurred heavy costs and endured great inconvenience attending Native Land Court hearings outside their rohe.
- (14) The Crown acknowledges that—
  - (a) it did not formally recognise Te Whitu Tekau as a political institution after the leaders of Te Urewera established it in 1872 as a governing council to uphold mana motuhake in Te Urewera following the “peace compact”; and
  - (b) Te Whitu Tekau objected to land dealings, roads, surveys, and the Native Land Court operating within the boundaries it had established; and

- (c) despite Te Whitu Tekau policies, the Crown eventually exerted pressure to open up Te Urewera to surveying, Native Land Court sittings, and roads.
- (15) The Crown acknowledges that it introduced the Native Land Court to Tūhoe lands despite the opposition of Te Whitu Tekau and that the operation and impact of the native land laws, in particular, the awarding of titles to individuals rather than to hapū or iwi, made Tūhoe lands more susceptible to partition, fragmentation, and alienation. This contributed to the undermining of their tribal structures, which were based on collective tribal and hapū custodianship. The Crown failed to protect these structures and this was a breach of the Treaty of Waitangi and its principles.
- (16) The Crown acknowledges that—
- (a) failures to implement the requirement of native land legislation to notify all potential claimants of forthcoming title investigations led to Tūhoe being excluded from titles for the Kūhāwāea and Waipāoa blocks; and
  - (b) failures to implement the requirement of native land legislation to notify the Ngāti Haka Patuheuheu owners of a partition hearing for Waiōhau 1B block meant that they were unable to protect their interests in the block; and
  - (c) processes of rehearing, petition, and Crown inquiry were ineffective in remedying the previous notification failures and protecting Tūhoe interests in the Kūhāwāea and Waipāoa blocks and Ngāti Haka Patuheuheu interests in Waiōhau 1B block, breaching the Treaty of Waitangi and its principles.
- (17) The Crown acknowledges that one of its objectives in 1873 when it began purchasing land on the edges of the Tūhoe rohe was to undermine the ring-boundary—the rohe pōtae—established by Te Whitu Tekau. The opening up of Te Urewera remained a Crown objective for many years.
- (18) The Crown acknowledges that its acquisition of land for unpaid survey costs in 1907, without inquiry into the appropriateness of these costs, resulted in Ngāti Haka Patuheuheu losing large quantities of land in the Matahina and Tuararangaia blocks. The Crown acknowledges that its failure to protect Ngāi Tūhoe from the burden of these excessive costs was a breach of the Treaty of Waitangi and its principles.
- (19) The Crown acknowledges that—
- (a) it retrospectively authorised the secret survey of Tahora 2, which had been conducted without approval and contrary to survey regulations; and
  - (b) it was aware of significant Tūhoe opposition to the survey, its authorisation, and subsequent court hearings; and
  - (c) Tūhoe then had to sell land they wished to retain to meet the resulting survey costs; and

- (d) the Crown's failure to act with utmost good faith and honesty, and actively protect Tūhoe interests in land they wished to retain, was in breach of the Treaty of Waitangi and its principles.
- (20) The Crown acknowledges that,—
- (a) in 1892, because of Tūhoe opposition, the Crown agreed, in the absence of consent, to limit the survey of the Ruātoki block, to prevent further surveys, and to hear Native Land Court claims within Te Urewera; and
  - (b) despite this agreement, following further obstruction because of disagreement over the agreed boundary of the survey, in 1893 the Crown insisted that the entire Ruātoki block be surveyed; and
  - (c) the presence of armed Police and a contingent of armed forces ensured that the survey proceeded, an action that resulted in further opposition from Tūhoe and ended in the arrest and imprisonment of 4 Tūhoe men and 11 Tūhoe women; and
  - (d) this may have been avoided if the Crown had continued to be willing to negotiate a compromise; and
  - (e) its failure to pursue a peaceful resolution of the dispute was in breach of the Treaty of Waitangi and its principles.
- (21) The Crown acknowledges that the loss of the Waiōhau 1B block in a fraudulent transaction caused great suffering to those Ngāti Haka Patuheuheu who were evicted from their homes in 1907 and that the loss of this land continues to cause prejudice to Ngāti Haka Patuheuheu today.
- (22) The Crown further acknowledges that,—
- (a) despite offering its assistance following the fraud's exposure in 1889, the Crown ultimately gave no assistance to Ngāti Haka Patuheuheu to take their case to the Supreme Court despite repeated requests; and
  - (b) it requested the removal of the caveat placed on Waiōhau 1B block without consulting or informing Ngāti Haka Patuheuheu; and
  - (c) it recognised the wrong that could be done to Ngāti Haka Patuheuheu when steps were taken to evict them from their homes in 1906, but did not take adequate steps to prevent this wrong from occurring; and
  - (d) compensation later provided in the form of a small grant of land in another iwi's rohe was an inadequate and inappropriate remedy for the prejudice suffered by Ngāti Haka Patuheuheu; and
  - (e) these acts and omissions meant that the Crown breached the Treaty of Waitangi and its principles.
- (23) The Crown acknowledges that in 1894 through 1895, Tūhoe negotiated in good faith to secure Crown agreement to a solemn compact respecting their mana motuhake, but that the Crown undermined their mana motuhake and caused

Tūhoe severe prejudice by the manner in which the Crown implemented the Urewera District Native Reserve Act 1896 (the **1896 Act**).

- (24) The Crown acknowledges that—
- (a) it caused significant delays in the establishment of the local government provided for under the 1896 Act. This was compounded by unreasonable delays in the establishment of a body to hear appeals from decisions of the Urewera Commission; and
  - (b) it failed to provide options to ensure majority Te Urewera Māori participation in the Urewera Commission when it sat; and
  - (c) it failed to provide any role for Te Urewera Māori on the Urewera Commission appellate body; and
  - (d) it failed to uphold the agreement in the compact that land titles in the Urewera District Native Reserve (the **Reserve**) would be awarded to hapū; and
  - (e) it undermined the 1896 Act's core principle of self-government by intervening in 1909 to change the membership of the General Committee, which the Act had provided would be elected; and
  - (f) it ultimately failed to establish an effective system of local land administration and governance and this was a breach of the Treaty of Waitangi and its principles.
- (25) The Crown acknowledges that it breached its compact with Tūhoe by promoting unilateral changes to the 1896 Act and that this breached the Treaty of Waitangi and its principles.
- (26) The Crown acknowledges that—
- (a) it began to illegally purchase individual interests in the Reserve in 1910 without the consent of the General Committee and in 1916 promoted legislation to validate these purchases before continuing to purchase individual interests; and
  - (b) the manner in which its land purchasing undermined the governance of the Reserve and circumvented protection mechanisms of communal decision-making breached the Treaty of Waitangi and its principles.
- (27) The Crown acknowledges that it exempted the Reserve from statutory provisions intended to prevent landlessness and that its purchase of more than half of the Reserve by 1921 resulted in many individuals, including World War I veterans, being left landless.
- (28) The Crown acknowledges that—
- (a) it exempted the Reserve from statutory provisions intended to ensure Māori were paid a minimum of Government valuation for their land interests; and

- (b) it was a monopoly purchaser and paid prices for Reserve land that Tūhoe protested were too low; and
  - (c) it excluded the value of timber when calculating prices for Reserve lands.
- (29) The Crown acknowledges that—
- (a) it was involved in the planning and decision to send a well-armed yet ill-prepared contingent of 70 Police to arrest Rua Kēnana at Maungapōhatu on minor liquor charges in April 1916, and that this decision was taken without proper regard to the well-being of the community at Maungapōhatu and without sufficient effort by the Crown to promote a peaceful resolution; and
  - (b) the arrest was effected on a Sunday, which was illegal; and
  - (c) the excessive force used in the arrest of Rua Kēnana caused the community of Maungapōhatu lasting harm. Among the impacts upon Rua Kēnana and the community of Maungapōhatu were—
    - (i) injuries and the deaths of 2 young men resulting from the exchange of gunfire that exposed many people, including women and children, to danger; and
    - (ii) further distress and discomfort for women and children and the theft of possessions during the Police occupation of Maungapōhatu; and
    - (iii) the arrest and detention of 31 men; and
    - (iv) the loss of livestock and land interests, which the Maungapōhatu people were forced to sell to meet the crippling costs of the trial of Rua Kēnana and the others who were arrested and taken to Auckland. The Crown refused to provide assistance to the community; and
  - (d) the unreasonable manner in which it acted towards Rua Kēnana and the Maungapōhatu community caused them serious prejudice and was a breach of the Treaty of Waitangi and its principles.
- (30) The Crown acknowledges that its actions restricted Tūhoe economic development opportunities by preventing timber sales and preventing Reserve owners from partitioning their interests from those of the Crown prior to the introduction of the Urewera Consolidation Scheme in 1921 and that this breached the Treaty of Waitangi and its principles.
- (31) The Crown acknowledges that the need for title consolidation arose as a result of its purchasing of individual interests in Urewera Reserve blocks between 1910 and 1921, and that in promoting title consolidation to Tūhoe in 1921 it did not offer them any alternative solution to the title difficulties caused by the purchasing of undefined individual interests.
- (32) The Crown acknowledges that—

- (a) in enacting the Urewera Lands Act 1921–22 the Crown, as co-owner in the Urewera Reserve, did not ensure there were sufficient safeguards to ensure a fair implementation of the Urewera Consolidation Scheme; and
  - (b) it weakened opposition to the Consolidation Scheme by purchasing individual interests in several blocks despite having promised not to purchase any further individual interests; and
  - (c) it broke a promise to construct arterial roads in Te Urewera, which had been the key reason for Tūhoe consenting to this scheme; and
  - (d) it misled Tūhoe into thinking they were obligated to contribute nearly 40 000 acres for construction of the roads, land which was not returned despite Tūhoe requests, and for which they were only belatedly and partly compensated 37 years later; and
  - (e) it required Tūhoe to pay excessive costs for the surveys required to implement the scheme, and took more than 30 000 acres from Tūhoe for this purpose, but the surveys were not sufficient for the issuing of the land transfer titles promised as part of the Urewera Consolidation Scheme; and
  - (f) the survey costs included 4 000 acres acquired through an unrectified survey error for which no compensation was paid; and
  - (g) it did not create some of the reserves, such as at Waikokopu hot springs and Maungapōhatu, which were to be retained or allocated to Tūhoe as part of the consolidation of the Crown's interests; and
  - (h) these actions and omissions undermined the integrity of the Urewera Consolidation Scheme and caused significant prejudice to Tūhoe and breached the Treaty of Waitangi and its principles.
- (33) The Crown acknowledges that—
- (a) it pressured Tūhoe into allowing their interests in the Waikaremoana block to be included in the Urewera Consolidation Scheme by threatening to compulsorily acquire the land; and
  - (b) it acquired 90% of Tūhoe interests in the Waikaremoana block by paying 6 shillings an acre in the form of other land that was exchanged for their Waikaremoana land; and
  - (c) it acquired some of the remaining Tūhoe interests in Waikaremoana for cash payments of 6 shillings an acre despite previously agreeing to pay the owners 15 shillings; and
  - (d) it caused considerable hardship to those Tūhoe from whom it acquired the remaining interests by not ensuring that they were paid the interest due on the debentures they accepted; and
  - (e) it did not finally pay off the capital value of the debentures until 25 years after it first became due; and

- (f) it failed to ensure that Waikaremoana hapū retained sufficient land for their present and future needs; and
  - (g) by these acts and omissions, the Crown breached the Treaty of Waitangi and its principles.
- (34) The Crown acknowledges that—
- (a) it deprived Tūhoe of control of large areas of their remaining farming land over a number of decades in the twentieth century through its administration of development schemes; and
  - (b) it kept land under its control much longer than Tūhoe expected when the development schemes were first established; and
  - (c) the costs of these schemes grew into large debts, some of which were passed on to Tūhoe land owners when their lands were released from Crown control at the conclusion of development schemes.
- (35) The Crown acknowledges that, for many years following the 1918 Native Land Court decision, the Crown did not recognise Tūhoe rights in the bed of Lake Waikaremoana and caused great prejudice to Tūhoe by administering the lakebed as if it were Crown property. In particular, the Crown acknowledges that,—
- (a) notwithstanding Tūhoe’s interest in the lakebed, the Crown did not consult Tūhoe before commencing the construction of Kaitawa power station, which ultimately led to some of the lakebed becoming dry land and the degradation of fishing stocks; and
  - (b) it constructed roads and significant structures on the exposed lakebed without the consent of its owners; and
  - (c) it did not pay Tūhoe rent for this land until 1971, and has never paid Tūhoe for its use of the lakebed before this time; and
  - (d) in its administration of the lakebed, the Crown failed for many years to respect Tūhoe’s mana motuhake and breached the Treaty of Waitangi and its principles.
- (36) The Crown acknowledges that Tūhoe have a special relationship with Te Urewera National Park and the resources, wāhi tapu, and taonga that lie within.
- (37) The Crown further acknowledges that—
- (a) it neither consulted Tūhoe about the establishment of the park in 1954 nor about the expansion of the park in 1957; and
  - (b) the governance of the park severely restricted Tūhoe’s ability to use and develop the resources of their land adjoining or enclosed by the park; and
  - (c) Tūhoe interests in Lake Waikaremoana were included in the park in 1954 without their consent; and

- (d) its failure to respect Tūhoe mana motuhake and adequately provide for the interests of Tūhoe in the establishment and governance of Te Urewera National Park breached the Treaty of Waitangi and its principles.
- (38) The Crown acknowledges that,—
- (a) due to Crown policies, from 1930 Tūhoe retained insufficient land to support their recovering population and that many iwi members had to leave Te Urewera in search of employment; and
  - (b) Tūhoe economic development was further hindered by lack of access to finance and the inaccessibility of some of their remaining land due to the lack of roads.
- (39) The Crown acknowledges that Tūhoe who remain within Te Urewera suffer economically due to restrictions placed on their land and resources and that for too long many have suffered from severe socio-economic deprivation.
- (40) The Crown acknowledges that despite the Crown's failures to honour its obligations under the Treaty, Tūhoe men served New Zealand overseas in both world wars. Tūhoe donated to the war fund established during the First World War and participated in the Māori War Effort Organisation in the Second World War. The Crown acknowledges the contribution made by Tūhoe.

## **10 Apology**

- (1) To the iwi of Tūhoe, to the tipuna, the descendants, the hapū and the whānau, the Crown makes the following long-overdue apology.
- (2) The Crown unreservedly apologises for not having honoured its obligations to Tūhoe under te Tiriti o Waitangi (the Treaty of Waitangi) and profoundly regrets its failure to appropriately acknowledge and respect te mana motuhake o Tūhoe for many generations.
- (3) The relationship between Tūhoe and the Crown, which should have been defined by honour and respect, was instead disgraced by many injustices, including indiscriminate raupatu, wrongful killings, and years of scorched earth warfare. The Crown apologises for its unjust and excessive behaviour and the burden carried by generations of Tūhoe who suffer greatly and carry the pain of their ancestors.
- (4) The Crown is deeply sorry for its failure to make amends for the way it has treated Tūhoe despite the honourable conduct of your leaders. Tūhoe were committed to the peace compact agreed with the Crown in 1871, despite Crown pressure to allow surveys, roads, and the operation of the native land laws to open up Te Urewera. The Crown later denied Tūhoe the right of a self-governing reserve by subverting the Urewera District Native Reserve Act 1896. The Crown purchased much of Te Urewera illegally and its actions left Tūhoe bereft.

- (5) The Crown apologises for the exclusion of Tūhoe from the establishment of Te Urewera National Park over their homelands. The Crown also apologises for wrongly treating Lake Waikaremoana as its own for many years.
- (6) Despite the hardship Tūhoe and Tūhoetanga endure, your culture, your language, and identity that is Te Urewera are inextinguishable. The Crown acknowledges you and te mana motuhake o Tūhoe.
- (7) Through this apology and settlement the Crown hopes to honestly confront the past and seeks to atone for its wrongs. The Crown hopes to build afresh its relationship with Tūhoe and that this new relationship will endure for current and future generations.
- (8) Let these words guide our way to a greenstone door—tatau pounamu—which looks back on the past and closes it, which looks forward to the future and opens it.

*Interpretation provisions*

## 11 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

## 12 Interpretation

In this Act, unless the context otherwise requires,—

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

**aquatic life** has the meaning given in section 2(1) of the Conservation Act 1987

**attachments** means the attachments to the deed of settlement

**computer register**—

- (a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and
- (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

**Crown**—

- (a) has the meaning given in section 2(1) of the Public Finance Act 1989; and
- (b) for the purposes of subpart 1 of Part 3, includes the New Zealand Railways Corporation

**cultural redress property** has the meaning given in section 22

**deed of settlement**—

- (a) means the deed of settlement dated 4 June 2013 and signed by—
  - (i) the Right Honourable John Key, Prime Minister of New Zealand, the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, the Honourable Simon William English, Minister of Finance, and the Honourable Dr Pita Sharples, Minister of Māori Affairs for and on behalf of the Crown; and
  - (ii) Tāmami Kruger, Īharāira Tēmara, Irene Williams, Hinerangi Biddle, Tāhae Doherty, Clifford Ākuhata, Matthew Te Pou, Lorna Taylor, Kuini Beattie, Hārata Williams, Titia Graham, Waereti Tait-Rolleston, Rāwinia Higgins, and Rangihau Te Moana for and on behalf of Tūhoe; and
  - (iii) Tāmami Kruger, Te Tokawhakea Tēmara, Patrick McGarvey, Tāmami Cairns, Martin Rakuraku, Matthew Te Pou, and Lorna Taylor, being the trustees of Tūhoe Te Uru Taumatua; and
- (b) includes—
  - (i) the schedules of, and attachments to, the deed; and
  - (ii) any amendments to the deed or its schedules and attachments

**deferred selection property** has the meaning given in section 51

**Director-General** means the Director-General of Conservation within the meaning of section 2(1) of the Conservation Act 1987

**documents schedule** means the documents schedule of the deed of settlement

**historical claims** has the meaning given in section 14

**interest** means a covenant, easement, lease, licence, licence to occupy, tenancy, or other right or obligation affecting a property

**LINZ** means Land Information New Zealand

**local authority** has the meaning given in section 5(1) of the Local Government Act 2002

**member of Tūhoe** means an individual referred to in section 13(1)(a)

**property redress schedule** means the property redress schedule of the deed of settlement

**regional council** has the meaning given in section 2(1) of the Resource Management Act 1991

**Registrar-General** means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

**representative entity** means—

- (a) the trustees; and

- (b) any person (including any trustee) acting for or on behalf of—
  - (i) the collective group referred to in section 13(1)(a); or
  - (ii) 1 or more members of Tūhoe; or
  - (iii) 1 or more of the whānau, hapū, or groups referred to in section 13(1)(c)

**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

**RFR area** has the meaning given in section 58

**RFR land** has the meaning given in section 59

**settlement date** means the date that is 20 working days after the date on which this Act comes into force

**Te Urewera** has the meaning given in section 7 of the Te Urewera Act 2014

**tikanga** means customary values and practices

**trustees of Tūhoe Te Uru Taumatua** and **trustees** mean the trustees, acting in their capacity as trustees, of Tūhoe Te Uru Taumatua

**Tūhoe Te Uru Taumatua** means the Tūhoe Trust established by trust deed dated 5 August 2011

**working day** means a day other than—

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day;
- (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;
- (d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

Section 12 **working day** paragraph (a): replaced, on 12 April 2022, by wehenga 7 o Te Ture mō te Hararei Tūmatanui o te Kāhui o Matariki 2022/section 7 of the Te Kāhui o Matariki Public Holiday Act 2022 (2022 No 14).

### 13 Meaning of Tūhoe in Act

(1) In this Act,—

**Tūhoe**—

- (a) means the collective group composed of individuals who are descended from 1 or more Tūhoe tipuna or ancestors; and
- (b) includes those individuals; and

- (c) includes every whānau, hapū, or group to the extent that it is composed of those individuals, including the hapū listed in Part 1 of Schedule 1.
- (2) In this section and section 14,—
  - descended** means that a person is descended from another person by—
    - (a) birth; or
    - (b) legal adoption; or
    - (c) Māori customary adoption in accordance with Tūhoe tikanga

**Tūhoe tipuna** means an individual who exercised customary rights by virtue of being descended from Tūhoe or Potiki in relation to the area of interest at any time after 6 February 1840.

#### 14 Meaning of historical claims

- (1) In this Act, **historical claims**—
  - (a) means the claims described in subsection (2); and
  - (b) includes the claims described in subsection (3); but
  - (c) does not include the claims described in subsection (4).
- (2) The historical claims are every claim that Tūhoe or a representative entity had on or before the settlement date, or may have after the settlement date, and that—
  - (a) is founded on a right arising—
    - (i) from the Treaty of Waitangi or its principles; or
    - (ii) under legislation; or
    - (iii) at common law (including aboriginal title or customary law); or
    - (iv) from a fiduciary duty; or
    - (v) otherwise; and
  - (b) arises from, or relates to, acts or omissions before 21 September 1992—
    - (i) by or on behalf of the Crown; or
    - (ii) by or under legislation.
- (3) The historical claims include—
  - (a) a claim to the Waitangi Tribunal that relates exclusively to Tūhoe or a representative entity, including each of the claims listed in Part 2 of Schedule 1, to the extent that subsection (2) applies to the claim; and
  - (b) any other claim to the Waitangi Tribunal, including each of the following claims, to the extent that subsection (2) applies to the claim and the claim relates to Tūhoe or a representative entity:
    - (i) Wai 212 (Ikawhenua Lands and Waterways); and
    - (ii) Wai 724 (Murupara Section and Rating Powers Act 1998 Claim); and

- (iii) Wai 725 (Te Pāhou Blocks).
- (4) However, the historical claims do not include—
- (a) a claim that a member of Tūhoe, or a whānau, hapū, or group referred to in section 13(1)(c), had or may have that is founded on a right arising by virtue of being descended from an ancestor who is not a Tūhoe tipuna; or
  - (b) a claim that a representative entity had or may have that is based on a claim referred to in paragraph (a).
- (5) A claim may be a historical claim whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date.
- (6) In this section,—
- area of interest** means the area shown as the Tūhoe area of interest in part 1 of the attachments
- customary rights** means rights exercised according to tikanga Māori, including—
- (a) rights to occupy land; and
  - (b) rights in relation to the use of land or other natural or physical resources.

*Historical claims settled and jurisdiction of courts, etc, removed*

## 15 Settlement of historical claims final

- (1) The historical claims are settled.
- (2) The settlement of the historical claims is final and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
- (3) Subsections (1) and (2) do not limit the deed of settlement.
- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire or further inquire, or to make a finding or recommendation) in respect of—
  - (a) the historical claims; or
  - (b) the deed of settlement; or
  - (c) this Act; or
  - (d) the Te Urewera Act 2014; or
  - (e) the redress provided under the deed of settlement or this Act or the Te Urewera Act 2014.

- (5) Subsection (4) does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement, this Act, or the Te Urewera Act 2014.
- (6) Despite subsection (4) and the provisions of the Treaty of Waitangi Act 1975, the Waitangi Tribunal may complete and release a report on the Te Urewera district, including on the historical claims of Tūhoe.
- (7) However, the Waitangi Tribunal must not make recommendations in relation to any of the historical claims of Tūhoe.

*Amendment to Treaty of Waitangi Act 1975*

**16 Amendment to Treaty of Waitangi Act 1975**

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) In Schedule 3, insert in its appropriate alphabetical order: “Tūhoe Claims Settlement Act 2014, section 15(4) and (5)”.

*Resumptive memorials no longer to apply*

**17 Certain enactments do not apply**

- (1) The enactments listed in subsection (2) do not apply—
  - (a) to land in the RFR area; or
  - (b) for the benefit of Tūhoe or a representative entity.
- (2) The enactments are—
  - (a) Part 3 of the Crown Forest Assets Act 1989;
  - (b) sections 568 to 570 of the Education and Training Act 2020;
  - (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.

Section 17(2)(b): replaced, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

**18 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—
  - (a) is solely within the RFR area; and
  - (b) is subject to a resumptive memorial recorded under any enactment listed in section 17(2).
- (2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after the settlement date.

- (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—
  - (a) register the certificate against each computer register identified in the certificate; and
  - (b) cancel each memorial recorded under an enactment listed in section 17(2) on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

*Miscellaneous matters*

**19 Limit on duration of trusts does not apply**

- (1) A limit on the duration of a trust in any rule of law, and a limit in the provisions of any Act, including section 16 of the Trusts Act 2019,—
  - (a) do not prescribe or restrict the period during which—
    - (i) Tūhoe Te Uru Taumatua may exist in law; or
    - (ii) the trustees may hold or deal with property or income derived from property; and
  - (b) do not apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if Tūhoe Te Uru Taumatua is, or becomes, a charitable trust, the trust may continue indefinitely under section 16(6)(a) of the Trusts Act 2019.

Section 19 heading: replaced, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

Section 19(1): amended, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

Section 19(2): amended, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

**20 Access to deed of settlement**

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

- (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.

## Part 2 Cultural redress

### 21 The Crown not prevented from providing other similar redress

- (1) The provision of cultural redress under subparts 2 to 4 (**specified cultural redress**) does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
- (a) providing the same or similar redress to a person other than Tūhoe or the trustees; or
  - (b) disposing of land.
- (2) However, subsection (1) is not an acknowledgement by the Crown or Tūhoe or the trustees that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.

#### Subpart 1—Vesting of cultural redress properties

### 22 Interpretation

In this subpart,—

**Bonisch Road access easement** means the easement registered as easement instrument 9224886.16 and includes any amended, varied, or replacement instrument

**CNI forests properties** means each of the 4 properties that are—

- (a) vested in CNI Iwi Holdings Limited under the Central North Island Forests Land Collective Settlement Act 2008; and
- (b) named in paragraphs (a) to (d) of the definition of cultural redress property

**Crown forestry licence** means,—

- (a) for Ngā Tī Whakaaweawe, the Kaingaroa Forest/Reporoa Block Crown forestry licence held in computer interest register SA57A/750; and
- (b) for the other CNI forests properties, the Kaingaroa Forest/Headquarters Block Crown forestry licence held in computer interest register SA52D/450

**cultural redress property** means each of the following properties, and each property means the land of that name described in Schedule 2:

*CNI forests properties vested in fee simple*

- (a) Kōhanga Tāheke:
- (b) Korokoro o Te Huatahi:
- (c) Ngā Tī Whakaaweawe:
- (d) Waitehouhī:

*Properties vested in fee simple*

- (e) Onini:
- (f) Waikokopu:

*Property vested in fee simple to be administered as reserve*

- (g) Te Tii

**easements** means the Bonisch Road access easement, the Road network easement, and the Kaingaroa Forest access easement

**Kaingaroa Forest access easement** means the easement registered as easement instrument 9224886.17 and includes any amended, varied, or replacement instrument

**Road network easement**—

- (a) means the easement registered as easement instrument 8212199.1 as partially surrendered by easement instrument 9224886.3; and
- (b) includes any amended, varied, or replacement instrument

**Trust Deed and Shareholders' Agreement** has the meaning given in clause 13.3 of the deed of settlement dated 25 June 2008 and referred to in section 4 of the Central North Island Forests Land Collective Settlement Act 2008.

*CNI forests properties vested in fee simple***23 CNI forests properties**

- (1) The fee simple estate in each of the CNI forests properties vests in the trustees.
- (2) Subsection (1) does not take effect until the trustees have entered into a deed of covenant for the CNI forests properties in the form set out in part 8.1 of the documents schedule to give effect to clause 5.2(c) of each of the easements.
- (3) The vesting of the CNI forests properties in the trustees under subsection (1) is deemed to be a transfer from CNI Iwi Holdings Limited to the trustees under paragraph 10 of Schedule 3 of the Trust Deed and Shareholders' Agreement.
- (4) Upon the vesting of the CNI forests properties in the trustees,—
  - (a) section 10 of the Central North Island Forests Land Collective Settlement Act 2008 ceases to apply to those properties; and
  - (b) the public right of way easements granted under section 11 of that Act are extinguished to the extent that they apply to those properties.

*Properties vested in fee simple***24 Onini**

- (1) Onini ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Onini vests in the trustees.

- (3) After the vesting under subsection (2), the trustees are to be treated as if they had been appointed under section 24H(1) of the Conservation Act 1987 to be the manager of any marginal strip within Onini.

## **25 Waikokopu**

The fee simple estate in Waikokopu vests in the trustees.

*Property vested in fee simple to be administered as reserve*

## **26 Te Tii**

- (1) Te Tii ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Te Tii vests in the trustees.
- (3) Te Tii is declared a reserve and classified as a local purpose reserve for iwi community purposes and nature protection, subject to section 23 of the Reserves Act 1977.
- (4) Te Tii is named Te Tii Local Purpose (Iwi Community Purposes and Nature Protection) Reserve.

*General provisions applying to vesting of cultural redress properties*

## **27 Properties vest subject to or together with interests**

Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in Schedule 2.

## **28 Registration of ownership**

- (1) This section applies to a cultural redress property vested in the trustees under this subpart.
- (2) Subsection (3) applies to a cultural redress property, but only to the extent that the property is all of the land contained in a computer freehold register.
- (3) The Registrar-General must, on written application by an authorised person,—
- (a) register the trustees as the proprietors of the fee simple estate in the property; and
  - (b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 4D of the deed of settlement.
- (4) Subsection (5) applies to a cultural redress property, but only to the extent that subsection (2) does not apply to the property.
- (5) The Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create a computer freehold register for the fee simple estate in the property in the name of the trustees; and

- (b) record on the computer freehold register any interests that are registered, notified, or notifiable and are described in the application.
- (6) Subsection (5) is subject to the completion of any survey necessary to create a computer freehold register.
- (7) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
  - (a) 24 months after the settlement date; or
  - (b) any later date that may be agreed in writing by the Crown and the trustees.
- (8) In this section, **authorised person** means a person authorised by—
  - (a) the Director-General, in respect of Onini and Te Tii; and
  - (b) the Secretary for Justice, in respect of all other properties.

## **29 Application of Part 4A of Conservation Act 1987**

- (1) The vesting of the fee simple estate in a cultural redress property in the trustees under this subpart 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.
- (2) Section 24 of the Conservation Act 1987 does not apply to the vesting of Te Tii.
- (3) If the reservation of Te Tii under this subpart is revoked for all or part of the property, the vesting of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.
- (4) Subsections (2) and (3) do not limit subsection (1).

## **30 Matters to be recorded on computer freehold register**

- (1) The Registrar-General must record on the computer freehold register,—
  - (a) for Te Tii,—
    - (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
    - (ii) that the land is subject to sections 29(3) and 33; and
  - (b) for any other cultural redress property, that the land is subject to Part 4A of the Conservation Act 1987.
- (2) A notification made under subsection (1) that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (3) If the reservation of Te Tii under this subpart is revoked for—

- (a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—
    - (i) section 24 of the Conservation Act 1987 does not apply to the property; and
    - (ii) the property is subject to sections 29(3) and 33; or
  - (b) part of the property, the Registrar-General must ensure that the notifications referred to in paragraph (a) remain only on the computer freehold register for the part of the property that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with subsection (3)(a).

### **31 Application of other enactments**

- (1) The vesting of the fee simple estate in a cultural redress property under this subpart does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals.
- (2) 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 deed of settlement in relation to a cultural redress property.
- (3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this subpart, of the reserve status of a cultural redress property.
- (4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting of the fee simple estate in a cultural redress property under this subpart; or
  - (b) any matter incidental to, or required for the purpose of, the vesting.

#### *Further provisions applying to Te Tii*

### **32 Application of other enactments**

- (1) The trustees are the administering body of Te Tii.
- (2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to Te Tii, despite sections 48A(6), 114(5), and 115(6) of that Act.
- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to Te Tii.
- (4) If the reservation of Te Tii under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of Te Tii, section 25(2) of that Act applies to the revocation, but not the rest of section 25.

- (5) The name of Te Tii must not be changed nor a new name assigned to it under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed name.

### **33 Subsequent transfer of Te Tii**

- (1) This section applies to all or the part of Te Tii that remains a reserve under the Reserves Act 1977 after Te Tii has vested in the trustees under this subpart.
- (2) The fee simple estate in the reserve land may only be transferred in accordance with section 34 or 35.
- (3) In this section and sections 34 to 36, **reserve land** means the land that remains a reserve as described in subsection (1).

### **34 Transfer of reserve land to new administering body**

- (1) The registered proprietors of the reserve land may apply in writing to the Minister of Conservation for consent to transfer the fee simple estate in the reserve land to 1 or more persons (the **new owners**).
- (2) The Minister of Conservation must give written consent to the transfer if the registered proprietors satisfy the Minister that the new owners are able to—
- (a) comply with the requirements of the Reserves Act 1977; and
  - (b) perform the duties of an administering body under that Act.
- (3) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (4) The required documents are—
- (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and
  - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
  - (c) any other document required for the registration of the transfer instrument.
- (5) The new owners, from the time of their registration under this section,—
- (a) are the administering body of the reserve land; and
  - (b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer.
- (6) A transfer that complies with this section need not comply with any other requirements.

**35 Transfer of reserve land to trustees of existing administering body if trustees change**

The registered proprietors of the reserve land may transfer the fee simple estate in the reserve land if—

- (a) the transferors of the reserve land are or were the trustees of a trust; and
- (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
- (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that paragraphs (a) and (b) apply.

**36 Reserve land not to be mortgaged**

The owners of the reserve land must not mortgage, or give a security interest in, the reserve land.

*Further provisions relating to CNI forests properties*

**37 Removal of Crown forestry licence memorial**

- (1) Subsection (2) applies if the registered proprietor of a CNI forests property makes a written application to the Registrar-General—
  - (a) confirming that all of the land contained in the computer freehold register for the property was returned on the return date; and
  - (b) containing a statement from the relevant licensee under the Crown forestry licence endorsing paragraph (a).
- (2) The Registrar-General must remove the Crown forestry licence memorial from the computer freehold register for the property.
- (3) In subsection (1)(a), **return date** has the meaning given in the relevant Crown forestry licence.

**38 Removal of public access and easement notations**

- (1) This section applies to the CNI forests properties.
- (2) The Registrar-General must, in accordance with a written application from a person authorised for the purpose by the Secretary for Justice (the **authorised person**), record the following matters, as provided for by section 23(4), on every relevant computer register:
  - (a) section 10 of the Central North Island Forests Land Collective Settlement Act 2008 ceases to apply to the CNI forests properties; and
  - (b) the following public rights of way easements in gross granted under section 11 of that Act are extinguished:
    - (i) for Ngā Tī Whakaaweawe, easement instrument 8276156.1; and

- (ii) for the other CNI forests properties, easement instrument 8276174.1.
- (3) The authorised person must make the written application under subsection (2)—
  - (a) as soon as practicable after the vesting of the CNI forests properties in the trustees under section 23(1); and
  - (b) before written application is made under section 28.

## Subpart 2—Protocols

### 39 Interpretation

In this subpart,—

**protocol**—

- (a) means each of the following protocols issued under section 40:
  - (i) the primary industries protocol;
  - (ii) the taonga tūturu protocol; and
- (b) includes any amendments made under section 40(1)(b)

**responsible Minister** means,—

- (a) for the primary industries protocol, the Minister for Primary Industries;
- (b) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage;
- (c) for either of those protocols, any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties in relation to the protocol.

### *General provisions applying to protocols*

### 40 Issuing, amending, and cancelling protocols

- (1) Each responsible Minister—
  - (a) must issue a protocol to the trustees on the terms set out in part 4 of the documents schedule; and
  - (b) may amend or cancel that protocol.
- (2) The responsible Minister may amend or cancel a protocol at the initiative of—
  - (a) the trustees; or
  - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, the trustees.

### 41 Protocols subject to rights, functions, and duties

A protocol 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, for example, the ability to—
  - (i) introduce legislation and change Government policy; and
  - (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 responsible Minister or a department of State; or
- (c) the legal rights of Tūhoe or a representative entity.

#### **42 Enforcement of protocols**

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails to comply with a protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.
- (3) Despite subsection (2), damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
  - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
  - (b) subsection (3) does not affect the ability of a court to award costs incurred by the trustees in enforcing a protocol under subsection (2).

#### *Primary industries*

#### **43 Primary industries protocol**

- (1) The chief executive of the Ministry for Primary Industries must note a summary of the terms of the primary industries protocol in any fisheries plan that affects the primary industries protocol area.
- (2) The noting of the summary is—
  - (a) for the purpose of public notice only; and
  - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.
- (3) The primary industries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, or seaweed) that are held, managed, or administered under any of the following enactments:
  - (a) the Fisheries Act 1996;
  - (b) the Maori Commercial Aquaculture Claims Settlement Act 2004;
  - (c) the Maori Fisheries Act 2004:

(d) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

(4) In this section,—

**fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996

**primary industries protocol area** means the area shown on the map attached to the primary industries protocol, together with the adjacent waters.

### *Taonga tūturu*

#### **44 Taonga tūturu protocol**

- (1) The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.
- (2) In this section, **taonga tūturu**—
  - (a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and
  - (b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

### Subpart 3—Fisheries advisory committee

#### **45 Fisheries advisory committee**

- (1) The Minister for Primary Industries must, on the settlement date, appoint the trustees to be an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 (the **committee**).
- (2) The Minister must consider the committee's advice relating to the utilisation and the sustainability of aquatic life, fish, and seaweed administered by the Ministry for Primary Industries under the Fisheries Act 1996 within the primary industries protocol area.
- (3) In considering the advice, the Minister must recognise and provide for the customary non-commercial interests of Tūhoe concerning the utilisation and sustainability of the resources referred to in subsection (2).

### Subpart 4—Official geographic names

#### **46 Interpretation**

In this subpart,—

**Act** means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

**Board** has the meaning given in section 4 of the Act

**official geographic name** has the meaning given in section 4 of the Act.

#### **47 Official geographic names**

- (1) A name specified in the second column of the table in clause 4.361 of the deed of settlement is the official geographic name of the feature described in the third and fourth columns of that table.
- (2) Each official geographic name is to be treated as if it were an official geographic name that takes effect on the settlement date by virtue of a determination of the Board made under section 19 of the Act.

#### **48 Publication of official geographic names**

- (1) The Board must, as soon as practicable after the settlement date, give public notice of each official geographic name specified under section 47 in accordance with section 21(2) and (3) of the Act.
- (2) The notices must state that each official geographic name became an official geographic name on the settlement date.

#### **49 Subsequent alteration of official geographic names**

- (1) In making a determination to alter the official geographic name of a feature named by this subpart, the Board—
  - (a) need not comply with sections 16, 17, 18, 19(1), and 20 of the Act; but
  - (b) must have the written consent of the trustees.
- (2) To avoid doubt, the Board must give public notice of a determination made under subsection (1) in accordance with section 21(2) and (3) of the Act.

### Subpart 5—Rangitāiki River Forum

#### **50 Membership of Tūhoe on Rangitāiki River Forum**

- (1) On the settlement date, the following appointments may be made to the membership of the Rangitāiki River Forum:
  - (a) the trustees may appoint 1 person; and
  - (b) the Bay of Plenty Regional Council may appoint 1 person (who must be a current councillor of that council).
- (2) The Rangitāiki River Forum is the same body as the Rangitāiki River Forum established by section 104 of the Ngāti Manawa Claims Settlement Act 2012 and section 108 of the Ngāti Whare Claims Settlement Act 2012.
- (3) Subsection (1) applies despite the composition of the Rangitāiki River Forum provided for by section 108 of the Ngāti Manawa Claims Settlement Act 2012 and section 112 of the Ngāti Whare Claims Settlement Act 2012.
- (4) All the provisions relating to the Rangitāiki River Forum set out in those Acts apply to the appointment of a member by the trustees as if that member were appointed under those Acts.

## Part 3

### Commercial redress

#### 51 Interpretation

In subparts 1 and 2,—

**deferred selection property** means a property described in subpart A of part 3 of the property redress schedule and for which the requirements for transfer under the deed of settlement have been satisfied

**land holding agency** means the land holding agency specified for a deferred selection property in subpart A of part 3 of the property redress schedule.

#### Subpart 1—Transfer of deferred selection properties

#### 52 The Crown may transfer deferred selection properties

To give effect to part 4C of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to—

- (a) transfer the fee simple estate in a deferred selection property to the trustees; and
- (b) sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer.

#### 53 Computer freehold registers for deferred selection properties

- (1) This section applies to a deferred selection property to be transferred to the trustees under section 52.
- (2) However, this section applies only to the extent that—
  - (a) the property is not all of the land contained in a computer freehold register; or
  - (b) there is no computer freehold register for all or part of the property.
- (3) The Registrar-General must, in accordance with a written application by an authorised person,—
  - (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and
  - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and are described in the application; but
  - (c) omit any statement of purpose from the computer freehold register.
- (4) Subsection (3) is subject to the completion of any survey necessary to create a computer freehold register.
- (5) In this section and section 54, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

**54 Authorised person may grant covenant for later creation of computer freehold register**

- (1) For the purposes of section 53, the authorised person may grant a covenant for the later creation of a computer freehold register for any deferred selection property.
- (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.

**55 Application of other enactments**

- (1) This section applies to the transfer to the trustees of the fee simple estate in a deferred selection property.
- (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.
- (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 deed of settlement in relation to the transfer.
- (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 52, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer.
- (7) Subsection (6) is subject to subsections (2) and (3).

**56 Transfer of properties subject to lease**

- (1) This section applies to the Tāneatua School property, a deferred selection property—
  - (a) for which the land holding agency is the Ministry of Education; and
  - (b) the ownership of which is to be transferred to the trustees; and
  - (c) that, after the transfer, is to be subject to a lease back to the Crown.
- (2) Section 24 of the Conservation Act 1987 does not apply to the transfer of the property.

- (3) The transfer instrument for the transfer of the property must include a statement that the land is to become subject to section 57 upon the registration of the transfer.
- (4) The Registrar-General must, upon the registration of the transfer of the property, record on any computer freehold register for the property that—
  - (a) the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
  - (b) the land is subject to section 57.
- (5) A notification made under subsection (4) that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.

### **57 Requirements if lease terminates or expires**

- (1) This section applies if the lease referred to in section 56(1)(c) (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property that is transferred subject to the lease.
- (2) The transfer of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 in relation to all or that part of the property.
- (3) The registered proprietors of the property must apply in writing to the Registrar-General,—
  - (a) if no part of the property remains subject to such a lease, to remove from the computer freehold register for the property the notifications that—
    - (i) section 24 of the Conservation Act 1987 does not apply to the property; and
    - (ii) the property is subject to this section; or
  - (b) if only part of the property remains subject to such a lease (the **leased part**), to amend the notifications on the computer freehold register for the property to record that, in relation to the leased part only,—
    - (i) section 24 of the Conservation Act 1987 does not apply to that part; and
    - (ii) that part is subject to this section.
- (4) The Registrar-General must comply with an application received in accordance with subsection (3) free of charge to the applicant.

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

#### *Interpretation*

### **58 Interpretation**

In this subpart and Schedule 3,—

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

- (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—

- (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
- (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;
  - (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—
  - (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—
  - (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 61(2)(a) and 62

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

**offer** means an offer by an RFR landowner, made in accordance with section 61, to dispose of RFR land to the trustees

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

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

**RFR area** means the area shown on SO 464047 in part 3.1 of the attachments

**RFR land** has the meaning given in section 59

**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
- (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 67(1); but
- (d) to avoid doubt, does not include an administering body in which RFR land is vested—
  - (i) on the settlement date; or
  - (ii) after the settlement date, under section 68(1)

**RFR period** means the period of 172 years on and from the settlement date

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

## 59 Meaning of RFR land

- (1) In this subpart, **RFR land** means—
  - (a) land within the RFR area that, on the settlement date,—
    - (i) is vested in the Crown; or
    - (ii) is held in fee simple by the Crown; or
    - (iii) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown; and
  - (b) the land described in part 3.2 of the attachments that, on the settlement date, is vested in or held in fee simple by the New Zealand Railways Corporation; and
  - (c) any land obtained in exchange for a disposal of RFR land under section 72(1)(c) or 73.
- (2) Land ceases to be RFR land if—
  - (a) the fee simple estate in the land transfers from the RFR landowner to—
    - (i) the trustees or their nominee (for example, under section 52 in the case of a deferred selection property or under a contract formed under section 65); or

- (ii) any other person (including the Crown or a Crown body) under section 60(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 69 to 76 (which relate to permitted disposals of RFR land); or
    - (ii) under any matter referred to in section 77(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 85; or
  - (d) the RFR period for the land ends.
- (3) To avoid doubt, land within the RFR area that is vested in Te Urewera on the settlement date is not RFR land.

*Restrictions on disposal of RFR land*

**60 Restrictions on disposal of RFR land**

An RFR landowner must not dispose of RFR land to a person other than the trustees or their nominee unless the land is disposed of—

- (a) under any of sections 66 to 76; or
- (b) under any matter referred to in section 77(1); or
- (c) in accordance with a waiver or variation given under section 85; or
- (d) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer to the trustees was—
  - (i) made in accordance with section 61; and
  - (ii) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
  - (iii) not withdrawn under section 63; and
  - (iv) not accepted under section 64.

*Trustees' right of first refusal*

**61 Requirements for offer**

- (1) An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees.
- (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 trustees to give notices to the RFR landowner in relation to the offer.

## **62 Expiry date of offer**

- (1) The expiry date of an offer must be on or after the date that is 20 working days after the date on which the trustees receive notice of the offer.
- (2) However, the expiry date of an offer may be on or after the date that is 10 working days after the date on which the trustees receive notice of the offer if—
  - (a) the trustees received an earlier offer to dispose of the land; and
  - (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.

## **63 Withdrawal of offer**

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

## **64 Acceptance of offer**

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

## **65 Formation of contract**

- (1) If the trustees accept 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 trustees on the terms in the offer.
- (2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees.
- (3) Under the contract, the trustees may nominate any person other than the trustees (the **nominee**) to receive the transfer of the RFR land.
- (4) The trustees 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.
- (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 trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

*Disposals to others but land remains RFR land*

**66 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.
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 563 of the Education and Training Act 2020.

Section 66(2): amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

**67 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.
- (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.

**68 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—
  - (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
  - (b) subject to the obligations of an RFR landowner under this subpart.

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

**69 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.

**70 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
  - (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.

**71 Disposal by the Crown 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
- (c) section 355(3) of the Resource Management Act 1991.

**72 Disposal of land held for public works**

(1) An RFR landowner may dispose of RFR land in accordance with—

- (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
- (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 application by an RFR landowner under section 41(1)(e) of the Public Works Act 1981.

**73 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
- (b) section 16A or 24E of the Conservation Act 1987.

**74 Disposal for charitable purposes**

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

**75 Disposal to tenants**

The Crown may dispose of RFR land—

- (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—
  - (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.

*Disposals where land ceases to be RFR land*

**76 Disposal to Te Urewera**

An RFR landowner may dispose of RFR land to Te Urewera in accordance with any provisions relating to that land in the Te Urewera Act 2014.

*RFR landowner obligations*

**77 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
  - (b) any interest, or legal or equitable obligation,—
    - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees; and
    - (ii) that the RFR landowner cannot satisfy by taking reasonable steps; 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*

**78 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.
- (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.
- (4) The notice must include the legal description of the land and the reference for the computer register.

**79 Notice to trustees of disposal of RFR land to others**

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees or their nominee.
- (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
  - (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 60; and
  - (f) if the disposal is to be made under section 60(d), a copy of any written contract for the disposal.

**80 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 to—
    - (i) the trustees or their nominee (for example, under section 52 in the case of a deferred selection property or under a contract formed under section 65); or
    - (ii) any other person (including the Crown or a Crown body) under section 60(d); or

- (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 69 to 76; or
    - (ii) under any matter referred to in section 77(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 85.
- (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—
- (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.

### **81 Notice requirements**

Schedule 3 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

#### *Right of first refusal recorded on computer registers*

### **82 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,—
- (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
  - (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—
- (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 78 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.

- (4) The chief executive must provide a copy of each certificate to the trustees 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 59; and
  - (b) subject to this subpart (which restricts disposal, including leasing, of the land).

### **83 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 80, issue to the Registrar-General a certificate that includes—
  - (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 trustees as soon as is reasonably practicable after issuing the certificate.
- (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 82 for the land described in the certificate.

### **84 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—
  - (a) the reference for each computer register for that RFR land that still has a notification recorded under section 82; 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 trustees as soon as is reasonably practicable after issuing the certificate.
- (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 82 from any computer register identified in the certificate.

*General provisions applying to right of first refusal*

**85 Waiver and variation**

- (1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.
- (2) The trustees 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.

**86 Disposal of Crown bodies not affected**

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

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

- (1) Subsection (3) applies if the RFR holder—
  - (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—
  - (a) stating that the RFR holder’s rights and obligations under this subpart are being assigned under this section; and
  - (b) specifying the date of the assignment; and
  - (c) specifying the names of the assignees and, if they are the trustees of a trust, the name of the trust; and
  - (d) specifying the street address, postal address, and fax number or electronic address for notices to the assignees.
- (3) This subpart and Schedule 3 apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, with any necessary modifications.

- (4) In this section,—

**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 trustees under this subpart, either because—

- (a) they are the trustees; or
- (b) they have previously been assigned those rights and obligations under this section.

## Part 4

### Transitional matters, repeal, and revocations

#### 88 Interpretation

In this Part, unless the context otherwise requires,—

**assets and liabilities**—

- (a) means assets and liabilities owned, controlled, or held, wholly or in part, immediately before the commencement of this Act; and
- (b) includes—
  - (i) all assets of any kind, whether in the form of real or personal property, money, shares, securities, rights, or interests; and
  - (ii) all liabilities, including debts, charges, duties, contracts, or other obligations (whether present, future, actual, contingent, payable, or to be observed or performed in New Zealand or elsewhere)

**commencement date** means the date of commencement of this Act

**Tūhoe Charitable Trust** means the charitable trust of that name established by trust deed dated 31 July 2010

**Tūhoe Charitable Trust Board** means the board incorporated on 30 November 2010, number 2542576, under the Charitable Trusts Act 1957

**Tūhoe Fish Quota Limited** means the company incorporated under company number 1863822 on 8 September 2006

**Tūhoe Fisheries Charitable Trust** means the trust established by trust deed dated 16 August 2006 to be the mandated iwi organisation for Tūhoe for the purposes of the Maori Fisheries Act 2004

**Tūhoe Fisheries Charitable Trust Board** means the board incorporated on 25 September 2006 under the Charitable Trusts Act 1957

**Tuhoe-Waikaremoana Maori Trust Board** and **Trust Board** mean the trust board of that name constituted by section 9A of the Maori Trust Boards Act 1955

**Tuhoe-Waikaremoana Maori Trust Board Charitable Trust** means the charitable trust established in 1982 by declaration under section 24B of the Maori Trust Boards Act 1955.

*Board and certain charitable trusts dissolved and assets transferred*

#### 89 Dissolution of Tuhoe-Waikaremoana Maori Trust Board

- (1) On the commencement date,—
  - (a) the Trust Board is dissolved; and
  - (b) the term of office of the members of the Trust Board expires.
- (2) On and from the commencement date,—

- (a) proceedings by or against the Trust Board may be continued, completed, and enforced by or against—
  - (i) the Tūhoe Charitable Trust Board in respect of the Tuhoe-Waikaremoana Maori Trust Board Charitable Trust; or
  - (ii) the trustees of Tūhoe Te Uru Taumatua in respect of any other assets and liabilities of the Trust Board, including the assets and liabilities held by the Trust Board as trustee on trust under section 91; and
- (b) a reference to the Trust Board (express or implied) in any enactment (other than in this Part), or in any instrument, register, agreement, deed (other than in the deed of settlement), lease, application, notice, or other document in force immediately before the commencement date must, unless the context otherwise requires, be read as a reference to—
  - (i) the Tūhoe Charitable Trust Board in respect of the Tuhoe-Waikaremoana Maori Trust Board Charitable Trust; or
  - (ii) the trustees of Tūhoe Te Uru Taumatua in respect of any other assets and liabilities of the Trust Board, including the assets and liabilities held by the Trust Board as trustee on trust under section 91.
- (3) A person holding office as a member of the Trust Board immediately before the commencement date is not entitled to compensation as a result of the expiry under this Part of his or her office.

#### **90 Vesting of charitable assets and liabilities**

- (1) On the commencement date, the assets and liabilities of the following merge and vest in the Tūhoe Charitable Trust Board:
  - (a) Tuhoe-Waikaremoana Maori Trust Board Charitable Trust;
  - (b) Tūhoe Fisheries Charitable Trust.
- (2) Those assets and liabilities become the assets and liabilities of the Tūhoe Charitable Trust Board, subject to the trusts, covenants, and conditions applying to the assets and liabilities of the Tūhoe Charitable Trust immediately before the commencement date.
- (3) The assets and liabilities of the Tuhoe-Waikaremoana Maori Trust Board (other than those referred to in section 91), if they are not held subject to any charitable trusts, vest in the trustees of Tūhoe Te Uru Taumatua as trustee on the same trusts as apply to that trust.

#### **91 Vesting of certain other assets and liabilities**

On the commencement date, the assets and liabilities of the Trust Board held by that board as trustee immediately before that date, other than those referred to in section 90,—

- (a) vest in the trustees of Tūhoe Te Uru Taumatua as trustee; but
- (b) remain subject to the same trusts, rights, interests, and law as applied to those assets and liabilities immediately before the commencement date.

## **92 Certain charitable trusts removed from register of charitable entities**

- (1) On the commencement date, the following are dissolved and removed from the register of charitable entities:
  - (a) Tuhoe-Waikaremoana Maori Trust Board Charitable Trust;
  - (b) Tūhoe Fisheries Charitable Trust.
- (2) Subsection (1) applies despite anything in the Charities Act 2005.
- (3) In subsection (1), **register of charitable entities** has the meaning given in section 4(1) of the Charities Act 2005.

## **93 Tūhoe Fisheries Charitable Trust Board removed from register**

- (1) On the commencement date, the Tūhoe Fisheries Charitable Trust Board is dissolved and is removed from the register of boards.
- (2) Subsection (1) applies despite anything in the Charitable Trusts Act 1957.
- (3) In subsection (2), the register of boards is the register provided for under Part 2 of the Charitable Trusts Act 1957.

### *Provisions relating to Maori Fisheries Act 2004 matters*

## **94 Recognition of mandated iwi organisation and asset holding company**

On and from the commencement date,—

- (a) the Tūhoe Charitable Trust is, and is recognised by Te Ohu Kai Moana Trustee Limited as, the mandated iwi organisation for Tūhoe in place of the Tūhoe Fisheries Charitable Trust; and
- (b) Tūhoe Fish Quota Limited is the asset holding company of the Tūhoe Charitable Trust Board.

## **95 Exemption for certain voting processes**

- (1) Despite kaupapa 1 to 4 of Schedule 7 of the Maori Fisheries Act 2004, the Tūhoe Charitable Trust is not required to comply with those kaupapa.
- (2) Subsection (1) applies only to the extent that kaupapa 1 to 4 require the adult members of Tūhoe to have individual voting rights in elections for the appointment of trustees, directors, or office holders of the mandated iwi organisation for Tūhoe.

## **96 Functions of Te Ohu Kai Moana Trustee Limited**

- (1) On and from the commencement date, and without further authorisation than this section, Te Ohu Kai Moana Trustee Limited is deemed to have taken, and

must continue to take, all actions necessary, in accordance with the requirements of the Maori Fisheries Act 2004,—

- (a) to provide administratively for the matters set out in sections 94 and 95, as if those matters were done under the Maori Fisheries Act 2004; and
  - (b) to make the appropriate changes to the iwi register in accordance with that Act.
- (2) Te Ohu Kai Moana Trustee Limited is not liable, and no action may be brought against it, for any act described in the deed of settlement that it does or omits to do, in so far as the act is done or omitted in good faith and with reasonable cause.

#### *Other transitional matters*

### **97 Final report of Trust Board**

- (1) As soon as is reasonably practicable after the commencement date, the trustees of Tūhoe Te Uru Taumatua must prepare a final report (as if the report were an annual report) to show fully the financial results of the operations of the Trust Board for the period beginning on the date of the previous annual report and ending with the close of the day immediately before the commencement date.
- (2) The final report must consist of a statement of the financial position of the Trust Board and other statements of accounts necessary to provide the information required by subsection (1).
- (3) As soon as is reasonably practicable after the completion of the final report, the trustees of Tūhoe Te Uru Taumatua must provide the final report to the Minister of Māori Affairs, who must present it to the House of Representatives as soon as is reasonably practicable after receiving it from those trustees.

### **98 Matters not affected by transfer**

Nothing given effect to or authorised by this subpart—

- (a) places the Trust Board or the trustees of Tūhoe Te Uru Taumatua, the Crown, or any other person or body in breach of a contract or confidence, or makes them guilty of a civil wrong; or
- (b) gives rise to a right for any person to terminate or cancel any contract or arrangement, to accelerate the performance of an obligation, to impose a penalty, or to increase a charge; or
- (c) places the Trust Board, the trustees of Tūhoe Te Uru Taumatua, the Crown, or any other person or body in breach of an enactment, rule of law, or contract that prohibits, restricts, or regulates the assignment or transfer of an asset or a liability or the disclosure of information; or
- (d) releases a surety wholly or in part from an obligation; or
- (e) invalidates or discharges a contract.

**99 Books and documents to remain evidence**

- (1) A document, matter, or thing that would have been admissible in evidence for or against the Trust Board is, on and after the settlement date, admissible in evidence for or against the trustees of Tūhoe Te Uru Taumatua.
- (2) For the purpose of this section, **document** has the same meaning as in section 4(1) of the Evidence Act 2006.

**100 Registers**

- (1) The Registrar-General and other persons charged with keeping books or registers are not required to change the name of the Trust Board to the names of the trustees of Tūhoe Te Uru Taumatua in the books or registers or in a document solely because of the provisions of this subpart.
- (2) If those trustees present an instrument referred to in subsection (3) to a Registrar or other person, the presentation of that instrument is, in the absence of evidence to the contrary, sufficient proof that the property is vested in those trustees, as specified in the instrument.
- (3) For the purposes of this section, the instrument need not be an instrument of transfer, but must—
  - (a) be executed or purport to be executed by the trustees of Tūhoe Te Uru Taumatua; and
  - (b) relate to assets or liabilities held, managed, or controlled by the Trust Board or any entity wholly or partly owned or controlled by the Trust Board immediately before the commencement date; and
  - (c) be accompanied by a certificate given by the trustees of Tūhoe Te Uru Taumatua or their solicitor that the property was vested in those trustees by or under this subpart.

**101 Interpretation**

In sections 104 to 106, **transferred employee** means a person employed by the Trust Board immediately before the commencement date who becomes an employee of the trustees of Tūhoe Te Uru Taumatua on the commencement date.

**102 Liability of employees and agents**

- (1) A person, who at any time before the commencement date held office as a member of the Trust Board or who was an officer, employee, agent, or representative of the Trust Board, is not personally liable in respect of an act or thing done or omitted to be done by him or her before the commencement date in the exercise or bona fide purported exercise of an authority conferred by or under the Maori Trust Boards Act 1955 or any other enactment.
- (2) This section applies only—
  - (a) in the absence of actual fraud; and

- (b) if the act or omission does not amount to an offence under any enactment or rule of law.

### **103 Transfer of employees**

On and from the commencement date, each employee of the Trust Board ceases to be an employee of the Board and becomes an employee of the trustees of Tūhoe Te Uru Taumatua.

### **104 Protection of terms and conditions of employment**

- (1) The employment of a transferred employee must be on terms and conditions no less favourable to the transferred employee than those applying to the employee immediately before the commencement date.
- (2) Subsection (1)—
  - (a) continues to apply to the terms and conditions of employment of a transferred employee until they are varied by agreement between the transferred employee and the trustees of Tūhoe Te Uru Taumatua; but
  - (b) does not apply to a transferred employee who receives any subsequent appointment with those trustees.

### **105 Continuity of employment**

For the purposes of an enactment, rule of law, determination, contract, or agreement relating to the employment of a transferred employee, the transfer of the employee from the Trust Board to the trustees of Tūhoe Te Uru Taumatua does not, of itself, break the employment of that person, and the period of his or her employment by the Board is to be regarded as having been a period of service with those trustees.

### **106 No compensation for technical redundancy**

A transferred employee is not entitled to receive any payment or any other benefit solely on the ground that—

- (a) the position held by the employee with the Trust Board has ceased to exist; or
- (b) the employee has ceased, as a result of his or her transfer to the trustees of Tūhoe Te Uru Taumatua, to be an employee of the Board.

#### *Amendments to other enactments*

### **107 Amendment to Maori Trust Boards Act 1955**

- (1) This section amends the Maori Trust Boards Act 1955.
- (2) On and from the commencement date, section 9A, which constituted the Tuhoe-Waikaremoana Maori Trust Board, is repealed.

**108 Amendments to Maori Trust Boards Regulations 1985**

- (1) This section amends the Maori Trust Boards Regulations 1985.
- (2) In Schedule 1, revoke the item relating to the Tuhoe-Waikaremoana Maori Trust Board.
- (3) In Schedule 2, revoke the item relating to the Tuhoe-Waikaremoana Maori Trust Board.

**109 Consequential amendments**

Amend the Lake Waikaremoana Act 1971 as set out in Schedule 4.

## Schedule 1 Hapū of Tūhoe

ss 13, 14

### Part 1 Hapū of Tūhoe

#### *Contemporary*

- (1) Kākahu Tāpiki (Ngāti Kākahutāpiki):
- (2) Ngāti Kurī Kino (Ngāti Kuri):
- (3) Ngā Māihi:
- (4) Ngāi Te Rūrehe (Ngāi Te Riu):
- (5) Tarapāroa:
- (6) Ngāi Tātua:
- (7) Ngāi Tūranga Pikitoi:
- (8) Ngāti Haka/Patuheuheu:
- (9) Hāmua:
- (10) Ngāti Hinekura:
- (11) Ngāti Kōura:
- (12) Ngāti Kōurakino (Ngāti Kōura):
- (13) Ngāti Manunui:
- (14) Ngāti Murahīoi (Ngāti Mura):
- (15) Ngāti Raka:
- (16) Ngāti Rere:
- (17) Ngāti Rongokārae (Ngāti Rongo):
- (18) Ngāti Tamatea:
- (19) Ngāti Tamatuhirae/Ngāti Tama:
- (20) Ngāti Tāwhaki:
- (21) Ngāi Te Paena:
- (22) Tamakaimōana:
- (23) Tamaruarangi:
- (24) Te Māhurehure:
- (25) Te Urewera:
- (26) Te Warahoe:
- (27) Te Whakatāne:

(28) Te Whānau Pani:

*Historic*

(29) Hapuoneone:

(30) Murakareke:

(31) Ngā Pōtiki:

(32) Ngāi Te Amohanga:

(33) Ngāi Te Kahu:

(34) Ngāi Te Kapo o te Rangi:

(35) Ngāi Tūmatawhā:

(36) Ngāti Hā:

(37) Ngāti Hape:

(38) Ngāti Hiki:

(39) Ngāti Hinewhakarau:

(40) Ngāti Karetehe:

(41) Ngāti Korokaiwhenua:

(42) Ngāti Kūmara:

(43) Ngāti Maru:

(44) Ngāti Mataatua:

(45) Ngāti Matewai:

(46) Ngāti Muriwai:

(47) Ngāti Pakitua:

(48) Ngāti Peehi:

(49) Ngāti Rākei:

(50) Ngāti Rautao:

(51) Ngāti Rerekahika:

(52) Ngāti Ruatāhuna:

(53) Ngāti Tahu:

(54) Ngāti Tamakere:

(55) Ngāti Te Umuiti:

(56) Ngāti Tūmatawhero:

(57) Ngāti Wehi o te Rangi:

(58) Mārangarangā:

(59) Te Whanau a Eria:

(60) Tūhoe Pōtiki:

- (61) Whanaupani:
- (62) Ngāti Huri

## Part 2

### Claims within definition of historical claims

- (1) Wai 35 (Tūhoe lands and State Owned Enterprises Act claim):
- (2) Wai 36 (Tūhoe lands claim):
- (3) Wai 40 (Waiōhau B9B Block and other blocks claim):
- (4) Wai 333 (Lake Waikaremoana claim):
- (5) Wai 386 (Matahina F Block claim):
- (6) Wai 509 (Urewera Consolidation Act claim):
- (7) Wai 560 (Waiōhau 1B Block and Te Houhi Village claim):
- (8) Wai 726 (Ngāti Haka and Patuheuheu lands, forests and resources claim):
- (9) Wai 761 (Urewera lands and waters claim):
- (10) Wai 794 (Ōpouriao lands and resources claim):
- (11) Wai 795 (Tumatawhero Waikaremoana claim):
- (12) Wai 842 (Tuawhenua Blocks and Te Urewera National Park claim):
- (13) Wai 989 (Tūhoe cultural heritage claim):
- (14) Wai 1009 (Ngai Te Kapo waahi tapu claim):
- (15) Wai 1010 (Ngāti Hinekura and Te Whānau Pani rating claim):
- (16) Wai 1011 (Tamakaimoana Public Works claim):
- (17) Wai 1012 (Kereopa alienation of land claim):
- (18) Wai 1026 (Tamaikoha ancestral land claim):
- (19) Wai 1035 (Nga Hapū o Te Waimana economic and social policy claim):
- (20) Wai 1036 (Ruātoki Hapū economic and social policy claim):
- (21) Wai 1037 (Ngāti Hinekura and Ngāti Pani economic and social policy claim):
- (22) Wai 1039 (Te Urewera Treaty of Waitangi claim):
- (23) Wai 1041 (Ngā Hapū o Te Urewera/Ngā Taone assimilation policy claim):
- (24) Wai 1042 (Descendants of Tamaikoha land confiscation claim):
- (25) Wai 1149 (Pohokura 3B and 7A Land Block claim):
- (26) Wai 1225 (Ngā Rauru o Ngā Potiki Kaingāroa claim)

## Schedule 2

### Cultural redress properties

ss 12, 22, 27

#### *CNI forests properties vested in fee simple*

| Name of property      | Description   | Interests   |
|-----------------------|---|---|
| Kōhanga Tāheke        | <i>South Auckland Land District—<br/>Whakatane District</i><br>140.6315 hectares, more or less,<br>being Section 2 SO 465632. Part<br>Computer Freehold Register<br>507547. | Subject to a Protective Covenant<br>held in Computer Interest Register<br>SAPR52D/451<br>Subject to a Crown Forestry<br>Licence held in Computer Interest<br>Register SA52D/450<br>Subject to a Variation of Crown<br>Forestry Licence SA52D/450<br>created by Instrument B371196.16<br>Subject to a Variation of Crown<br>Forestry Licence SA52D/450<br>created by Instrument B371196.17<br>Subject to a Variation of Crown<br>Forestry Licence SA52D/450<br>created by Instrument B371196.19<br>Subject to a Variation of Crown<br>Forestry Licence SA52D/450<br>created by Instrument B558475.33<br>Subject to a Variation of Crown<br>Forestry Licence SA52D/450<br>created by Instrument 8957349.11<br>Subject to a Variation of Crown<br>Forestry Licence SA52D/450<br>created by Instrument 9226672.16<br>Subject to a notice pursuant to<br>section 195(2) of the Climate<br>Change Response Act 2002 created<br>by Instrument 8772394.1<br>Subject to a Forestry Right created<br>by Instrument 8954914.1<br>Subject to a Variation of <i>profit à<br/>prendre</i> 8954914.1 created by<br>Instrument 9179966.1<br>Together with a right of way<br>easement created by Easement<br>Instrument 8212199.1 and held in<br>Computer Interest Register 482467<br>(as partially surrendered by<br>Easement Instrument 9224886.3)<br>Together with a right of way<br>easement created by Easement<br>Instrument 9224866.16. |
| Korokoro o Te Huatahi | <i>South Auckland Land District—<br/>Rotorua District</i><br>276.0 hectares, approximately,<br>being Part Section 4 SO 433291.  | Subject to a Protective Covenant<br>held in Computer Interest Register<br>SAPR52D/451   |

| Name of property   | Description   | Interests   |
|--------------------|---|---|
|                    | Part Computer Freehold Register 507547. Subject to survey. As shown on OTS-036-12.  | <p>Subject to a Crown Forestry Licence held in Computer Interest Register SA52D/450</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.16</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.17</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.19</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B558475.33</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument 8957349.11</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument 9226672.16</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 created by Instrument 8772394.1</p> <p>Subject to a Forestry Right created by Instrument 8954914.1</p> <p>Subject to a Variation of <i>profit à prendre</i> 8954914.1 created by Instrument 9179966.1</p> <p>Together with a right of way easement created by Easement Instrument 8212199.1 and held in Computer Interest Register 482467 (as partially surrendered by Easement Instrument 9224886.3)</p> <p>Together with a right of way easement created by Easement Instrument 9224866.16.</p> |
| Ngā Ti Whakaaweawe | <i>South Auckland Land District—Rotorua District</i><br>135.4840 hectares, more or less, being Section 2 SO 465636. Part Computer Freehold Register 507548. | <p>Subject to a Crown Forestry Licence created by B251339.1 and held in Computer Interest Register SA57A/750</p> <p>Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.2</p> <p>Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.3</p> <p>Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.5</p>  |

| Name of property | Description   | Interests   |
|------------------|---|---|
| Waitehouhi       | <p><i>South Auckland Land District—Rotorua District</i><br/>236.0 hectares, approximately, being Lot 1 DPS 45072, Lot 1 DPS 47429, and Part Section 4 SO 433291. Part Computer Freehold Register 507547. Subject to survey. As shown on OTS-036-10.</p> | <p>Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B558475.31</p> <p>Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument 8957349.14</p> <p>Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument 9226672.4</p> <p>Subject to a Protective Covenant created by B251339.2 and held in Computer Interest Register SA57A/751</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 created by Instrument 8772419.1</p> <p>Subject to a Forestry Right created by Instrument 8954914.1</p> <p>Subject to a Variation of <i>profit à prendre</i> 8954914.1 created by Instrument 9179966.1</p> <p>Together with a right of way easement created by Easement Instrument 8241609.1</p> <p>Together with a right of way easement created by Easement Instrument 8212199.1 and held in Computer Interest Register 482467 (as partially surrendered by Easement Instrument 9224886.3)</p> <p>Together with a right of way easement created by Easement Instrument 8449752.2</p> <p>Together with a right of way easement created by Easement Instrument 9224886.16.</p> <p>Subject to a Protective Covenant held in Computer Interest Register SAPR52D/451</p> <p>Subject to a Crown Forestry Licence held in Computer Interest Register SA52D/450</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.16</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.17</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.19</p> |

| Name of property | Description | Interests  |
|------------------|-------------|--|
|                  |             | <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B558475.33</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument 8957349.11</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument 9226672.16</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 created by Instrument 8772394.1</p> <p>Subject to a Forestry Right created by Instrument 8954914.1</p> <p>Subject to a Variation of <i>profit à prendre</i> 8954914.1 created by Instrument 9179966.1</p> <p>Together with a right of way easement created by Easement Instrument 8212199.1 and held in Computer Interest Register 482467 (as partially surrendered by Easement Instrument 9224886.3)</p> <p>Together with a right of way easement created by Easement Instrument 9224886.16.</p> |

*Properties vested in fee simple*

| Name of property | Description  | Interests |
|------------------|--|-----------|
| Onini            | <p><i>South Auckland Land District—Whakatane District</i><br/>6.5485 hectares, more or less, being Sections 1, 2, and 3 SO 465633. Part <i>Gazette</i> 1927, p 2121.</p> |           |
| Waikokopu        | <p><i>South Auckland Land District—Whakatane District</i><br/>4.4500 hectares, more or less, being Section 1 SO 465635. Part <i>Gazette</i> 1927, p 2121.</p>            |           |

*Property vested in fee simple to be administered as reserve*

| Name of property | Description  | Interests  |
|------------------|--|--|
| Te Tii           | <p><i>South Auckland Land District—Whakatane District</i><br/>3.7820 hectares, more or less, being Section 1 SO 465634. Part <i>Gazette</i> 1927, p 2121 and Part <i>Gazette</i> notice B016827.2.</p> | <p>Subject to being a local purpose reserve as referred to in section 26(3).</p> |

## Schedule 3

### Notices in relation to RFR land

ss 58, 81, 87

#### 1 Requirements for giving notice

A notice by or to an RFR landowner or the trustees under subpart 2 of Part 3 must be—

- (a) in writing and signed by—
  - (i) the person giving it; or
  - (ii) at least 2 of the trustees, for a notice given by the trustees; and
- (b) addressed to the recipient at the street address, postal address, fax number, or electronic address,—
  - (i) for a notice to the trustees, specified for the trustees in accordance with the deed of settlement, or in a later notice given by the trustees to the RFR landowner, or identified by the RFR landowner as the current address, fax number, or electronic address of the trustees; or
  - (ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under section 61, or in a later notice given to the trustees, or identified by the trustees as the current address, fax number, or electronic address of the RFR landowner; and
- (c) for a notice given under section 78 or 80, sent to the chief executive of LINZ at the Wellington office of LINZ; and
- (d) given by—
  - (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

Despite clause 1, a notice that must be given in writing and signed, as required by clause 1(a), may be given by electronic means provided the notice is given with an electronic signature that satisfies section 226(1)(a) and (b) of the Contract and Commercial Law Act 2017.

Schedule 3 clause 2: amended, on 1 September 2017, by section 347 of the Contract and Commercial Law Act 2017 (2017 No 5).

#### 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 second 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—
- (a) after 5 pm on a working day; or
  - (b) on a day that is not a working day.

## Schedule 4

### Consequential amendments

s 109

#### Lake Waikaremoana Act 1971 (1971 No 152)

In section 2, insert in their appropriate alphabetical order:

**trustees** means the trustees of the Tūhoe Charitable Trust

**Tūhoe Charitable Trust** has the meaning given in section 88 of the Tūhoe Claims Settlement Act 2014

Replace section 14 with:

#### **14 Rent and other money payable**

- (1) The rent payable under the lease and any other money that becomes payable in respect of Lake Waikaremoana must be paid, in accordance with their respective shares in the lake, to—
  - (a) the Tūhoe Charitable Trust Board, to be held subject to the trusts, covenants, and conditions applying to the assets and liabilities of the Tūhoe Charitable Trust; and
  - (b) the Wairoa-Waikaremoana Maori Trust Board.
- (2) The rent and other money referred to in subsection (1) constitute assets,—
  - (a) in the case of the money paid under subsection (1)(a), of the Tūhoe Charitable Trust Board; and
  - (b) in the case of the money paid under subsection (1)(b), of the Wairoa-Waikaremoana Maori Trust Board, for the purposes of section 24 of the Maori Trust Boards Act 1955.
- (3) Any necessary expenses incurred in negotiating the lease and carrying out the requirements of this Act may be met from the rent payable under the lease before it is paid to the Tūhoe Charitable Trust Board as trustee of the Tūhoe Charitable Trust and the Wairoa-Waikaremoana Maori Trust Board respectively.

## Notes

### **1** *General*

This is a consolidation of the Tūhoe Claims Settlement Act 2014 that incorporates the amendments made to the legislation so that it shows the law as at its stated date.

### **2** *Legal status*

A consolidation is taken to correctly state, as at its stated date, the law enacted or made by the legislation consolidated and by the amendments. This presumption applies unless the contrary is shown.

Section 78 of the Legislation Act 2019 provides that this consolidation, published as an electronic version, is an official version. A printed version of legislation that is produced directly from this official electronic version is also an official version.

### **3** *Editorial and format changes*

The Parliamentary Counsel Office makes editorial and format changes to consolidations using the powers under subpart 2 of Part 3 of the Legislation Act 2019. See also PCO editorial conventions for consolidations.

### **4** *Amendments incorporated in this consolidation*

Te Ture mō te Hararei Tūmatanui o te Kāhui o Matariki 2022/Te Kāhui o Matariki Public Holiday Act 2022 (2022 No 14): wehenga 7/section 7

Education and Training Act 2020 (2020 No 38): section 668

Trusts Act 2019 (2019 No 38): section 161

Contract and Commercial Law Act 2017 (2017 No 5): section 347