

# **Te Urewera–Tūhoe Bill**

Government Bill

As reported from the Māori Affairs  
Committee

## **Commentary**

### **Recommendation**

The Māori Affairs Committee has examined the Te Urewera–Tūhoe Bill and recommends that it be passed with the amendments shown.

### **Introduction**

The Crown and Tūhoe signed a deed of settlement on 4 June 2013 agreeing to the final settlement of the historical Treaty of Waitangi claims of Tūhoe. This bill will give effect to those parts of the deed that require legislative enactment.

The bill is an omnibus bill, which is intended to be split at a later stage of the legislative process into the Tūhoe Claims Settlement Bill and the Te Urewera Bill. The arrangements for Te Urewera, though essential to the Tūhoe settlement, require detailed provisions that make a separate Te Urewera Act necessary.

The settlement includes the Crown's acknowledgements of and apology for its breaches of the Treaty of Waitangi. It also provides commercial and cultural redress for Tūhoe and facilitates the establishment of the iwi's new governance structure.

The parts of the bill that will become the Te Urewera Bill lay out new arrangements for the governance and management of Te Urewera. They include the creation of an independent legal identity for Te Urewera.

### **Waikaremoana lakebed**

As part of the settlement, the bill will provide for the dissolution of the Tūhoe Waikaremoana Māori Trust Board and the vesting of its assets. The Board's charitable assets will be amalgamated with two other existing Tūhoe entities to form a single charitable trust. Any other assets will be transferred to the Tūhoe governance entity, Te Uru Taumatua. Among the Board's charitable assets are 72 percent of the shares in the bed of Lake Waikaremoana. These shares were vested in the Board by the Lake Waikaremoana Act 1971. The previous individual owners became beneficiaries of the Trust Board, and do not hold direct ownership rights in the lake-bed.

The amalgamation of the three charitable entities was voted on as part of the ratification of the Tūhoe deed of settlement. We note that the resolutions to dissolve the Trust Board and amalgamate the charitable entities were supported by approximately 86 percent of voters.

Lake Waikaremoana will not become part of Te Urewera, but remain separate, with a continuing obligation for the Crown, under the lease, to manage it in accordance with the National Parks Act 1980.

### **Wairoa Waikaremoana Māori Trust Board**

We considered whether this change to the lake-bed ownership would infringe the rights of the Wairoa Waikaremoana Māori Trust Board, which owns the remaining 28 percent of shares in the lake-bed. The board represents the Ngāti Kahungunu interests in Lake Waikaremoana. We are satisfied that the change in the ownership arrangement for the Tūhoe shares of the lake-bed will not change the Wairoa Waikaremoana Māori Trust Board's ownership of its shares in the lake-bed. We also note that the new governance structure for Te Urewera does not extend to the bed of Lake Waikaremoana, which will remain private land. We are advised that this arrangement preserves the Crown's ability to provide redress to Ngāti Kahungunu groups with interests in the Lake Waikaremoana area, including Te Tira Whakaemi o Te Wairoa, in the future as part of their Treaty settle-

ments. We note that part of that solution was to seek representation on the Te Urewera Board for the purposes of expressing their interests in the management of Te Urewera.

### **Ngāti Ruapani**

We acknowledge that Ngāti Ruapani ki Waikaremoana’s interests overlap with those of Tūhoe. We are advised that members of Ngāti Ruapani ki Waikaremoana were consulted in the overlapping claims process. We acknowledge that Ngāti Ruapani expressed concern about the extent of the consultation.

The bill requires Te Urewera Board to consider and provide appropriately for the relationship and the culture and traditions of iwi and hapū who have interests in Te Urewera. This includes requiring under clause 243 that the board and Ngāti Ruapani ki Waikaremoana reach a memorandum of understanding setting out how they will work together on matters relating to the Waikaremoana area. The arrangements of the memorandum of understanding can be superseded by a future Ngāti Ruapani ki Waikaremoana Treaty claims settlement.

The bill also provides for national park land within the former Onepoto Military Reserve to become a conservation area. The land will not be transferred to the Te Urewera legal entity, so that redress in relation to the land can be considered in Ngāti Ruapani ki Waikaremoana’s future Treaty settlement negotiations.

### **Lake Waikaremoana reserves**

We considered how the bill will affect the ownership of the 13 private Māori reserves around Lake Waikaremoana. In March 2014 the Māori Land Court granted an application to establish a new ahu whenua trust covering the reserves, and appointed new trustees. Trusteeship will be transferred from the Tūhoe Waikaremoana Māori Trust Board to the new ahu whenua trust. We are satisfied that the bill will not affect this arrangement or infringe the owners’ rights to the reserves, which will remain privately owned and not under the trusteeship of Te Uru Taumatua.

We acknowledge the concerns of submitters who expressed their individual ownership interests. We received evidence which made clear that the decision to apportion owners’ interests in the boards was made by a committee nominated by the owners and chaired by

Sir Turi Carroll in 1971. This evidence was substantiated by Sir Rodney Gallen in 2005. The legal position is clear from the Lake Waikaremoana Act, and this was confirmed by a Maori Land Court case in 2000.

### **Overlapping claims**

We considered the other iwi and hapū whose lands and interests overlap with those of Tūhoe. We understand that the Crown undertook consultation with these groups, and the bill provides protection and consideration of these interests in the Tūhoe settlement.

### **Te Urewera**

A number of iwi and hapū have association with and customary interests in parts of Te Urewera. The bill recognises the special interests of these groups, and the new Te Urewera Board will be required to consider and provide appropriately for these interests in decision-making. The board will need to enter into relationships with Ngāti Manawa, Ngāti Whare and Ngāti Ruapani, which would involve consultation and cooperation on management of the relevant land.

The deed contains provisions for the Crown to provide redress over Te Urewera in future Treaty settlements with other iwi and hapū. We are satisfied that none of these groups have had their interests in Te Urewera infringed by this settlement.

### **Central North Island forests**

This settlement includes cultural redress in the Central North Island Forests. Tūhoe will receive two sites (Kōhanga Tāheke and Ngā Ti Whakaaweawe) in this area under the settlement, but two additional sites (Waitehouhi and Korokoro o Te Huatahi) were opposed by Te Runanga o Ngāti Manawa. We are advised that the Central North Island Iwi Collective initially unanimously approved the transfer of all four sites, but Ngāti Manawa later withdrew their support. We are aware that discussions between the two parties are ongoing.

### **Ngāti Manawa**

We considered how this bill will affect the redress received by Ngāti Manawa through their settlement in 2012. The new arrangement for

Te Urewera will affect the arrangements for the vesting and gifting back of Tāwhiuau, a maunga in Te Urewera. We acknowledge that the Ngāti Manawa settlement did not achieve the iwi's goal of the absolute return of the maunga to them. Moving Tāwhiuau out of Crown ownership, as this bill seeks to do, would make the arrangements in their settlement impossible. We understand that the Crown worked with both iwi to ensure this bill provided for Ngāti Manawa's interests in Tāwhiuau by vesting the peak in the Ngāti Manawa ancestor, and Te Runanga o Ngāti Manawa has approved the resulting amendments to their settlement.

### **Mandate issues**

We considered the process that led to Te Kotahi ā Tūhoe receiving the mandate to negotiate on behalf of Tūhoe, and heard that some parties object to being identified as beneficiaries of the settlement.

Te Ūpokorehe Treaty Claims Trust believes it would be prejudiced if included in the Tūhoe settlement. The Waitangi Tribunal declined the Trust's request for an urgent hearing on this issue, finding that the trust had failed to demonstrate significant and irreversible prejudice. We note that members of Te Ūpokorehe who are affiliated to Tūhoe will benefit from the settlement, and they will still be able to pursue claims as part of Te Ūpokorehe. We also note that the area of interest map in the Tūhoe deed of settlement does not represent an exclusive claim area, nor does it represent tribal boundaries. We are satisfied that the Tūhoe settlement will not prevent Te Ūpokorehe progressing their own settlement negotiations.

Members of Ngāti Haka Patuheuheu submitted that they withdrew their mandate for Te Kotahi ā Tūhoe to negotiate on their behalf in 2008. We were advised that Ngati Haka Patuheuheu were informed of the process to follow for withdrawal of mandate. We note that an application to the Waitangi Tribunal by Ngāti Haka Patuheuheu was declined on the grounds that no such process had been undertaken. We acknowledge that the former mandated representative of Ngāti Haka Patuheuheu led the efforts to remove their mandate from Te Kotahi ā Tūhoe, but we also acknowledge that members of Ngāti Haka Patuheuheu wished to remain within the mandate. There are provisions within the bill for Ngāti Haka Patuheuheu to benefit from the Tūhoe settlement.

We are satisfied that Te Kotahi ā Tūhoe undertook comprehensive engagement with the Tūhoe claimant community in establishing their mandate and negotiating the settlement.

### **Exemptions for sport fishing**

We recommend an amendment to clause 165(b) to exclude sport fishing from the activities requiring a permit from the Te Urewera Board. This would align the permit system with that of national parks, and sports fishermen would not need to apply for another permit in addition to their licence from the New Zealand Fish and Game Council. However, to ensure that the council and Te Urewera Board work together regarding sports fishing, we also recommend inserting a requirement for collaboration between the board and the council. We also recommend that sports fishing management plans be included in the requirements of clause 154(2).

### **Public participation**

We considered whether the bill as introduced would reduce public access to Te Urewera or restrict public activities in the park. We believe that the public would still be able to enjoy Te Urewera in a way comparable to national parks. The bill would allow public access and enjoyment while also recognising the unique value of Te Urewera.

## **Appendix**

### **Committee process**

The Te Urewera–Tūhoe Bill was referred to the committee on 22 October 2013. The closing date for submissions was 5 December 2013. We received and considered 69 submissions from interested groups and individuals. We heard 26 submissions, which included holding hearings in Whakatane. We received advice from the Office of Treaty Settlements and the Department of Conservation.

### **Committee membership**

Hon Tau Henare (Chairperson)

Te Ururoa Flavell

Hone Harawira

Claudette Hauiti

Joanne Hayes

Brendan Horan

Hon Nanaia Mahuta

Rino Tirikatene

Metiria Turei

Nicky Wagner

Meka Whaitiri

Jonathan Young

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# **Te Pire a Te Urewera-Tūhoe**

Pire Kāwanatanga

Ko tā Te Komiti Whiriwhiri Take Māori i  
whakatakoto

## **Ngā Kōrero**

### **Tūtohutanga**

Kua āta tirohia e te Komiti Whiriwhiri Take Māori Te Pire a Te Urewera-Tūhoe, ā, ka tūtohu kia whakaaetia me ngā whakatikatika kua oti te whakaatu.

### **Kupu Whakataki**

I hainatia tētahi whakaaetanga whakataunga e te Karauna me Tūhoe i te 4 o Pipiri i te tau, 2013, e whakaae ana ki te whakataunga oti atu o ngā kerēme hītori Tiriti Waitangi a Tūhoe. Mā te pire nei aua wāhanga o te whakaaetanga ka hiahiatia he whakamanatanga ā-ture e whakamana.

He pire wāhanga maha te pire, ā, ko te koronga kia whakawehea i tētahi wāhanga tōmuri o te hātepe hanganga ā-ture ki roto i Te Pire Whakataunga i ngā Kerēme a Tūhoe me Te Pire Te Urewera. Ahakoa te whai take o ngā whakaritenga mō te whakataunga a Tūhoe, ka hiahiatia he wāhanga āmiki kia tino āhei ai te whakawehe i te Ture o Te Urewera.

Kei roto i te whakataunga ngā whākinga a Te Karauna me tāna whakapāha mō ōna whatinga o te Tiriti Waitangi. Hoatu wāhi

whakatika hapa ā-arumoni, ā-ahurea ai te whakataunga mā Tūhoe, ā, whakangāwari ai i te whakatūnga o te anga hinonga tiaki kaupapa hou a te iwi.

Whakatakoto ai ngā wāhanga o te pire ka mutu mai ko Te Pire a Te Urewera i ngā whakaritenga hou mō te hinonga tiaki kaupapa me te whakahaerenga o Te Urewera. Kei roto hoki te orokohanga o tētahi tuakiri whaimana tū motuhake mō Te Urewera.

### **Te takere o Te Roto o Waikaremoana**

Hei wāhanga o te whakataunga, ka hoatu wāhi te pire mō te wetekanga o Te Poari Poutiaki Māori a Waikaremoana Tūhoe, me te tukunga o āna hua. Ka whakakotahitia ngā hua aroha o Te Poari me ētahi atu hinonga e rua a Tūhoe kei te tū i te wā nei kia noho mai ai hei poutiaki aroha tōtahi. Nā, mō ētahi atu hua, ka whakawhitia ērā ki te hinonga tiaki kaupapa a Tūhoe. Ko Te Uru Taumatua tērā. Nā, i roto i ngā hua aroha a Te Poari, e 72 ōrau o ngā hea mō te takere kē o Te Roto o Waikaremoana. I tukua ngā hea nei e Te Ture Roto o Waikaremoana o te tau 1971 ki Te Poari. Ka noho mai ngā rangatira takitahi ō-mua hei uri whai pānga o Te Poari Poutiaki, ā, kāore i te hāngai tika atu ngā tika o te rangatiratanga o te takere-o-te- roto ki a rātou.

I pōtīhia te whakakotahitanga o ngā hinonga aroha e toru hei wāhanga o te hātepe whakatūturutanga mō te whakaaetanga whakataunga a Tūhoe. Ko tērā ka arongia e mātou, e 86 ōrau tata pea o ngā kaipōti i tautoko i ngā whakataunga kia wetekia Te Poari Poutiaki, ā, kia whakakotahingia ngā hinonga aroha.

Kīhai Te Roto o Waikaremoana e noho mai hei wāhanga o Te Urewera ēngari, ka noho wehe tonu me tētahi takohanga ka haere tonu mā Te Karauna i raro i te rīhi, kia whakahaerea e ai ki Te Ture Ngā Papa Rēhia o Te Motu o te tau 1980.

### **Te Poari Poutiaki Māori o Waikaremoana Wairoa**

I whakaaroaro mātou mehemea ka takahi te whakarerekētanga i te rangatiratanga o te takere-o-te-roto i ngā tika o Te Poari Poutiaki Māori o Waikaremoana Wairoa. E 28 ōrau o ngā hea e toe ana i te takere-o-te-roto nā rātou ake. Ko te poari te māngai mō ngā pānga a Ngāti Kahungunu i roto i Te Roto o Waikaremoana. E ngata ana mātou, kīhai te whakarerekētanga o te whakaritenga rangatiranga mō

ngā hea a Tūhoe ki te takere-o-te-roto e whakarerekē i te rangatira-tanga o ngā hea o Te Poari Poutiaki Māori o Waikaeremoana Wairoa i te takere-o-te-roto. Ko tērā ka arongia anōtia hoki e mātou, kīhai te anga tiaki kaupapa hou mā Te Urewera e whātoro atu ki te takere o Te Roto o Waikaremoana, tērā rā ka noho tonu hei whenua tūmataiti. Ko te whakamaherehere ki a mātou, tiakina ai te whakaritenga nei i te kaha o Te Karauna ki te hoatu whakatika hapa ki ngā kohinga o Ngāti Kahungunu, he pānga mā rātou i te takiwā o Te Roto o Waikaremoana, tae atu ki Te Tira Whakaemi o Te Wairoa i ngā rā kei mua o te aroaro hei wāhanga o ō rātou whakataunga Tiriti. Ko tērā ka arongia e mātou, ko te rapu kanohi i runga i Te Poari o Te Urewera, tēra wāhanga o te whakaotinga mō ngā take whakapuaki i ō rātou, kei roto i te whakahaerenga o Te Urewera.

### **Ko Ngāti Ruapani**

Ka whakaae mātou, inaki ai ngā pānga o Ruapani ki Waikaremoana i ērā o Tūhoe. Ko te whakamaherehere ki a mātou, i rapuhia he tohutohu i ngā mema o Ngāti Ruapani ki Waikaremoana i roto i te hātepe mō ngā kerēme inaki. Ka whakaae mātou i whakapuakina e Ngāti Ruapani ō rātou māharahara mō te whānuitanga o te rapunga tohutohu.

Ko tā te pire ka tonu ki Te Poari o Te Urewera, kia whakaaroahia, ā, kia hoatu he wāhi tika mō te whanaungatanga, te ahurea me ngā tikanga tukunga iho o te iwi, o te hapū, he pānga mā rātou i Te Urewera. Ka uru atu ki tēnei tērā e tonu ana i raro rara e 243, kia tutuki e te poari me Ngāti Ruapani ki Waikaremoana he whakaaturanga arotau e whakatakoto ana, me pēhea tā rātou mahitahi i ngā take e pā ana ki te takiwā o Waikaremoana. Ka taea e te whakataunga o ngā kerēme Tiriti a Ngāti Ruapani ki Waikaremoana kei mua i te aroaro, te tau-tukuna i ngā whakaritenga o te whakaaturanga arotau.

Hoatu wāhi ai hoki te pire mō te whenua papa rēhia o te motu i roto iho i Te Whenua Rāhui Hōia o Onepoto i mua, kia noho mai ai hei takiwā papa atawhai. Kāore te whenua e whakawhitia ki te hinonga whaimana a Te Urewera kia taea ai te whakatika hapa mō te whenua, te whakaaroahia i ngā whiriwhiringa whakataunga Tiriti kei mua i te aroaro o Ngāti Ruapani ki Waikaremoana.

## **Ngā whenua rāhui o Te Roto o Waikaremoana**

Ka whakaaroaro mātou me pēhea te rangatiratanga o ngā whenua rāhui Māori tūmataiti e 13 huri rauna i te Roto o Waikaremoana, e papāngia e te pire. I te mārāma o Poutū-te-rangi i te tau, 2014, ka whakaheia tētahi tono e Te Kōti Whenua Māori kia whakatūria tētahi poutiaki ahu whenua hou kia kapi ai ngā whenua rāhui, ā, ka whakaingoatia ētahi kaitiaki hou. Ā tōna wā te poutiakitanga ka whakawhitia atu ki te pou tiaki ahu whenua hou mai i Te Poari Te Poutiaki Māori o Tūhoe Waikaremoana. E ngata ana mātou, kāore tēnei whakaritenga e papāngia e te pire, kāore rānei ngā tika o te hunga nō rātou ngā whenua rāhui e takahia, otirā, ka noho tonu te rangatiratanga tūmataiti, kāore ki raro i te poutiakitanga o Te Uru Taumatua.

Ka whakaae atu mātou ki ngā āwangawanga o te hunga whakatakoto tāpaetanga, ērā i whakapuaki i ō rātou pānga rangatiratanga takitahi. I whiwhi taunakitanga mātou e mārāma ana te whāki mai, nā te komiti i whakaingoatia rā e ngā rangatira, ā, ko Tā Turi Kara te heamana i te tau, 1971, te whakatau kia tiritiria ngā pānga o ngā rangatira ki ngā poari. Nā Tā Rodney Gallen tēnei taunakitanga i whakapūmau i te tau, 2005. E ai ki Te Ture Roto o Waikaremoana, mārāma ana te tūranga whaimana, ā, nā tētahi kēhi a Te Kōti Whenua Māori tēnei i whakatūturu i te tau, 2000.

## **Ngā kerēme inaki**

Ka whakaaroarohia e mātou ērā atu iwi, ērā atu hapū me ō rātou whenua ō rātou pānga ka inaki i ērā ā Tūhoe. Ki tō mātou mōhio, i rapu whakaaro Te Karauna me ēnei kohinga tāngata, ā, hoatu wāhi ai te pire ki te whakamarumarū, ki te whakaaroaro i ngā pānga nei i roto i te whakataunga a Tūhoe.

## **Ko Te Urewera**

He whakarōpūtanga tā ētahi iwi, tā ētahi hapū ki ngā pānga ā-tikanga tukunga iho e pā ana ki ētahi wāhanga o Te Urewera. Ka whakaae atu te pire ki ngā pānga motuhake o ēnei kohinga tāngata, ā, nā runga i tērā me tika tonu te whakaaroaro me te hoatu wāhi a Te Poari o Te Urewera mā ēnei pānga i roto i te mahi whakatakotoranga whakaaro. Me tino whakawhanaunga atu te poari ki a Ngāti Manawa, ki a Ngāti Whare me Ngāti Ruapani mā te rapu tohutohu pea i a rātou, mā te

mahitahi pea i ō ratou taha mō te whakahaerenga o te whenua e pā ana.

Kei roto i te whakaaetanga ētahi wāhi mā Te Karauna ki te hīpoki i te whakatika hapa ki runga i Te Urewera, mō ngā whakataunga take Tiriti kei mua i te aroaro o ētahi atu iwi me ētahi atu hapū i te taha o Te Urewera. E ngata ana mātou, kāore ngā pānga o ēnei kohinga tāngata i roto i Te Urewera i te takahia e tēnei whakataunga.

### **Ko ngā ngāherehere o Te Puku o Te Ika**

Kua whakaurua ki tēnei whakataunga he whakatika hapa ā-ahurea nō mai i Ngā Ngāherehere o Te Puku o Te Ika. E rua ngā paenga ka whiwhi e Tūhoe (ko Kōhanga Tāheke tērā me Ngā Tī Whakaaaweawe) i tēnei takiwā i raro i te whakataunga ēngari, e rua anō ngā paenga i tua atu (ko Waitehouhī tērā me Te Korokoro o Te Huatahi) i whakahēngia e Te Rūnanga o Ngāti Manawa. Ko te whakamaherehere ki a mātou, i te whakawhitinga o ngā paenga e whā katoa i te tuatahi e Te Ohu o Te Iwi o Te Puku o Te Ika, kīhai he tangata i whakahē. Nō muri kē mai ka tangohia atu e Ngāti Manawa tō rātou tautoko. E mārāma ana mātou, kei te haere tonu ngā matapakinga i waenganui i ngā taha e rua.

### **Ko Ngāti Manawa**

Ka whakaaroaro mātou, ka pēhea rā te whakatika hapa i whiwhi a Ngāti Manawa i roto i tā rātou whakataunga i te tau, 2012, e papāngia e te pire nei. Ka papāngia ngā whakaritenga hou mō te tukunga me te koha atu i a Tāwhiuau, he maunga i roto i Te Urewera e ngā whakaritenga hou mā Te Urewera. Ka whāki mātou, kīhai te whakataunga a Ngāti Manawa i eke ki te tino taumata o te whāinga a te iwi, kia whakahokia atu te maunga ki a rātou, oti atu. I te mea, ko tā te pire e rapu nei, kia nekea a Tāwhiuau ki waho mai i te rangatira-tanga o Te Karauna, nā, ki te whāia tērā kua kore ngā whakaritenga i roto i tā rātou whakataunga e tutuki. Ki tō mātou mōhio, i mahi Te Karauna i te taha o ngā iwi e rua ki te whakatūturu. Ka hoatu wāhi te pire nei mō ngā pānga o Ngāti Manawa ki a Tāwhiuau mā te tukunga i te tihi o Tāwhiuau ki te tipuna o Ngāti Manawa, ā, kua whakaae mai Te Rūnanga o Ngāti Manawa ki ngā whakatikatika ka hua mai i tō rātou whakataunga.

## Ngā take e pā ana ki te mana kōkiri

Ka whakaaroarohia e mātou te hātepe i whāia kia whiwhi ai Te Kotahi a Tūhoe i te mana kōkiri whiriwhiri mō te taha ki a Tūhoe, ā, ka rongo mātou i whakahē ētahi taha nā te whakaaro ka kitea mai rātou he huri whai pānga nō te whakataunga.

Ki te whakapono o Te Poutiaki o Ngā Kerēme a Te Ūpokorehe, ka kōarongia rātou ki te whakaurua ki roto i te whakataunga a Tūhoe. Ka whakapekaina te tono a Te Poutiaki e Te Rōpū Whakamana i Te Tiriti o Waitangi ki te taha mō tētahi hui kaikā e pā ana ki te take nei, nā te kore kaha o te poutiaki ki te whakaatu i te hiranga o te kōaro, ki te kore kaha ki te takahuri i te kōaro. Ko tērā i arongia e mātou, i whai painga ngā mema o Te Ūpokorehe nō mai i te whakataunga nā te mea, i whakawhanaunga atu rātou ki a Tūhoe, ā, me te aha anō, ka āhei tonu rātou ki te whai i ngā kerēme hei wāhanga o Te Ūpokorehe. Ko tērā anō hoki i arongia e mātou, ēhara te mahere whenua o te takiwā i roto i te whakaaetanga whakataunga a Tūhoe mō tētahi takiwā kereme motuhake, ā, ēhara anō hoki mō ngā rohe takiwā ā-iwi. E ngata ana mātou, kīhai te whakataunga a Tūhoe e aukati i a Te Ūpokorehe ki te kauneke i ā rātou ake whiriwhiringa mō te whakataunga.

Ko tā ngā mema o Ngāti Haka Patuheuheu i whakatakoto, nā rātou tā rātou mana kōkiri i tangohia atu mō Te Kotahi a Tūhoe ki te whiriwhiri mō rātou i te tau, 2008. Ko te whakamaherehere i whiwhi i a mātou, i whakamōhioia atu ki a Ngāti Haka Patuheuheu te hātepe hei whai mā mō te tango atu i te mana kōkiri. Ko tērā i arongia e mātou, kāore te tono a Ngāti Haka Patuheuheu i whakaaetia atu e Te Rōpū Whakamana i Te Tiriti o Waitangi nā te mea, kīhai tētahi hātepe i whaitia ake. Ka whakaae mātou nā tētahi māngai whaimana o-mua a Ngāti Haka Patuheuheu i ārahi ngā kaha kite tango atu i tō rātou mana kōkiri mai i Te Kotahi ā Tūhoe ēngari, ka whakaae anō hoki mātou, i hiahia ngā mema o Ngāti Haka Patuheuheu kia noho tonu ki roto iho i te mana kōkiri. He wāhanga anō kei reira, kei roto i te pire mō Ngāti Haka Patuheuheu kite whiwhi painga mai i te whakataunga a Tūhoe. E ngata ana mātou i whai a Tūhoe i tētahi whakaanga matawhānui me te hāpori kerēme a Tūhoe ki te whakapūmau i tā rātou mana kōkiri me te whiriwhiri i te whakataunga.

### **Ngā whakawāteatanga mō te tākaro hi ika**

Ka tūtohu whakatikatika mātou ki rara 165(b) ki te whakakāhore i te mahi tākaro hi ika i ngā tūmahi ka hiahiatia rā he puka whakaaetanga e te Poari o Te Urewera. Mā tēnei e whakahāngai te pūnaha puka whakaaetanga ki tērā o ngā papa rēhia o te motu, ā, kua kore ngā tangata hi ika ā-tākaro e mate ki te tonono anō mō tētahi puka whakaaetanga, tāpiri atu ki tō rātou raihana mai i te Kaunihera a *New Zealand Fish and Game*. Waihoki, hei āta whakaū ka mahitahi te kaunihera me te Poari o Te Urewera e pā ana ki te hi ika ā-tākaro, ka tūtohu anō mātou, kia whakaurua he whakaritenga mō te mahi tautokona ki waenganui i te poari me te hunga kaunihera. Ka tūtohu anō hoki mātou kia whakaurua ngā mahere whakahaere hi ika ā-tākaro ki roto i ngā whakaritenga o rara e 154(2).

### **Te whai wāhitanga o te tūmatanui**

Ka whakaaroarohia e mātou mehemea ka whakaiti te pire, tērā kua whakaurua, i te āheinga o te tūmatanui ki Te Urewera, te kōtē rānei i ngā tūmahi tūmatanui ki roto i te pāka. Kei te whakapono mātou, ka āhei tonu te tūmatanui ki te whai harikoatanga i Te Urewera, tērā e rite ana ki ngā papa rēhia o te motu. Ka whakaae te pire kia whai āheinga, kia whai painga hoki te tūmatanui me te mōhio ki te wāriu o Te Urewera.

## **Tāpiritanga**

### **Te hātepe komiti**

I tonoa Te Pire a Te Urewera-Tūhoe ki te komiti i te 22 o Whiringa-ā-nuku i te tau, 2013. Ko te 5 o Hakihea i te tau 2013, te rā katinga mō ngā tāpaetanga. I whiwhi, i whakaaroarohia e mātou ngā tāpaetanga e 69 nō mai i ngā kohinga me te hunga takitahi whai pānga. E 26 ngā tāpaetanga ā-waha i rongohia e mātou, tae atu ki ngā whakawātanga i whakatūria i Whakatāne. I whiwhi whakamaherehere mātou nō mai i Te Tari Whakatau Take e pā ana ki te Tiriti o Waitangi, ā, nō mai i Te Papa Atawhai.

### **Ko ngā mema o te komiti, ko**

Hōnore Tau Hēnare (Heamana)

Te Ururoa Flavell

Hone Harawira

Claudette Hauiti

Joanne Hayes

Brendan Horan

Hōnore Nanaia Mahuta

Rino Tirikātene

Mētīria Tūrei

Nicky Wagner

Meka Whaitiri

Jonathan Young

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**Te Urewera–Tūhoe Bill**

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**Key to symbols used in reprinted bill**

**As reported from a select committee**

text inserted unanimously

~~text deleted unanimously~~

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*Hon Christopher Finlayson*

## **Te Urewera–Tūhoe Bill**

Government Bill

### **Contents**

		Page
1	Title	13
2	Commencement	13
<b>Part 1</b>		
<b>Preliminary matters, acknowledgements and apology, and settlement of historical claims</b>		
<i>Preliminary matters</i>		
3	Purpose	13
4	Provisions to take effect on settlement date	13
5	Parts 1 to 4 bind the Crown	13
6	Outline	14
<i>Summary of historical account, acknowledgements, and apology</i>		
7	Summary of historical account, acknowledgements, and apology	16
8	Summary of historical account	16
9	Acknowledgements	18
10	Apology	30
<i>Interpretation provisions</i>		
11	Interpretation of Act generally	31
12	Interpretation	31
13	Meaning of Tūhoe in Parts 1 to 4	34
14	Meaning of historical claims	35

**Te Urewera–Tūhoe Bill**

---

	<i>Historical claims settled and jurisdiction of courts, etc, removed</i>	
15	Settlement of historical claims final	36
	<i>Amendment to Treaty of Waitangi Act 1975</i>	
16	Amendment to Treaty of Waitangi Act 1975	37
	<i>Resumptive memorials no longer to apply</i>	
17	Certain enactments do not apply	37
18	Resumptive memorials to be cancelled	37
	<i>Miscellaneous matters</i>	
19	Rule against perpetuities does not apply	38
20	Access to deed of settlement	38
	<b>Part 2</b>	
	<b>Cultural redress</b>	
21	The Crown not prevented from providing other similar redress	39
	Subpart 1—Vesting of cultural redress properties	
22	Interpretation	39
	<i>CNI forests properties vested in fee simple</i>	
23	CNI forests properties	40
	<i>Properties vested in fee simple</i>	
24	Onini	41
25	Waikokopu	41
	<i>Property vested in fee simple to be administered as reserve</i>	
26	Te Tii	41
	<i>General provisions applying to vesting of cultural redress properties</i>	
27	Properties vest subject to or together with interests	42
28	Registration of ownership	42
29	Application of Part 4A of Conservation Act 1987	43
30	Matters to be recorded on computer freehold register	43
31	Application of other enactments	44
	<i>Further provisions applying to Te Tii</i>	
32	Application of other enactments	44
33	Subsequent transfer of Te Tii	45
34	Transfer of reserve land to new administering body	45

**Te Urewera–Tūhoe Bill**

---

35	Transfer of reserve land to trustees of existing administering body if trustees change	46
36	Reserve land not to be mortgaged	46
	<i>Further provisions relating to CNI forests properties</i>	
37	Removal of Crown forestry licence memorial	47
38	Removal of public access and easement notations	47
	Subpart 2—Protocols	
39	Interpretation	48
	<i>General provisions applying to protocols</i>	
40	Issuing, amending, and cancelling protocols	48
41	Protocols subject to rights, functions, and duties	49
42	Enforcement of protocols	49
	<i>Primary industries</i>	
43	Primary industries protocol	49
	<i>Taonga tūturu</i>	
44	Taonga tūturu protocol	50
	Subpart 3—Fisheries advisory committee	
45	Fisheries advisory committee	50
	Subpart 4—Official geographic names	
46	Interpretation	51
47	Official geographic names	51
48	Publication of official geographic names	51
49	Subsequent alteration of official geographic names	52
	Subpart 5—Rangitāiki River Forum	
50	Membership of Tūhoe on Rangitāiki River Forum	52
	<b>Part 3</b>	
	<b>Commercial redress</b>	
51	Interpretation	52
	Subpart 1—Transfer of deferred selection properties	
52	The Crown may transfer deferred selection properties	53
53	Computer freehold registers for deferred selection properties	53
54	Authorised person may grant covenant for later creation of computer freehold register	54
55	Application of other enactments	54
56	Transfer of properties subject to lease	55

**Te Urewera–Tūhoe Bill**

---

57	Requirements if lease terminates or expires	55
	Subpart 2—Right of first refusal over RFR land	
	<i>Interpretation</i>	
58	Interpretation	56
59	Meaning of RFR land	58
	<i>Restrictions on disposal of RFR land</i>	
60	Restrictions on disposal of RFR land	59
	<i>Trustees' right of first refusal</i>	
61	Requirements for offer	59
62	Expiry date of offer	60
63	Withdrawal of offer	60
64	Acceptance of offer	60
65	Formation of contract	60
	<i>Disposals to others but land remains RFR land</i>	
66	Disposal to the Crown or Crown bodies	61
67	Disposal of existing public works to local authorities	61
68	Disposal of reserves to administering bodies	62
	<i>Disposals to others where land may cease to be RFR land</i>	
69	Disposal in accordance with obligations under enactment or rule of law	62
70	Disposal in accordance with legal or equitable obligations	62
71	Disposal by the Crown under certain legislation	63
72	Disposal of land held for public works	63
73	Disposal for reserve or conservation purposes	63
74	Disposal for charitable purposes	63
75	Disposal to tenants	63
	<i>Disposals where land ceases to be RFR land</i>	
76	Disposal to Te Urewera	64
	<i>RFR landowner obligations</i>	
77	RFR landowner's obligations subject to other matters	64
	<i>Notices about RFR land</i>	
78	Notice to LINZ of RFR land with computer register after settlement date	65
79	Notice to trustees of disposal of RFR land to others	65
80	Notice to LINZ of land ceasing to be RFR land	65
81	Notice requirements	66

**Te Urewera–Tūhoe Bill**

---

	<i>Right of first refusal recorded on computer registers</i>	
82	Right of first refusal to be recorded on computer registers for RFR land	66
83	Removal of notifications when land to be transferred or vested	67
84	Removal of notifications when RFR period ends	68
	<i>General provisions applying to right of first refusal</i>	
85	Waiver and variation	68
86	Disposal of Crown bodies not affected	69
87	Assignment of rights and obligations under this subpart	69
	<b>Part 4</b>	
	<b>Transitional matters, repeal, and revocations</b>	
88	Interpretation	70
	<i>Board and certain charitable trusts dissolved and assets transferred</i>	
89	Dissolution of Tūhoe-Waikaremoana Maori Trust Board	71
90	Vesting of charitable assets and liabilities	72
91	Vesting of certain other assets and liabilities	72
92	Certain charitable trusts removed from register of charitable entities	72
93	Tūhoe Fisheries Charitable Trust Board removed from register	73
	<i>Provisions relating to Maori Fisheries Act 2004 matters</i>	
94	Recognition of mandated iwi organisation and asset holding company	73
95	Exemption for certain voting processes	73
96	Functions of Te Ohu Kai Moana Trustee Limited	74
	<i>Other transitional matters</i>	
97	Final report of Trust Board	74
98	Matters not affected by transfer	74
99	Books and documents to remain evidence	75
100	Registers	75
101	Interpretation	76
102	Liability of employees and agents	76
103	Transfer of employees	76
104	Protection of terms and conditions of employment	77
105	Continuity of employment	77
106	No compensation for technical redundancy	77

**Te Urewera–Tūhoe Bill**

---

*Amendments to other enactments*

107	Amendment to Maori Trust Boards Act 1955	77
108	Amendments to Maori Trust Boards Regulations 1985	78
109	Consequential amendments	78

**Part 5**

**Te Urewera**

Subpart 1—Background, purpose, and principles

110	Background to Parts 5 to 7	78
111	Purpose of Parts 5 to 7	79
112	Principles for implementing Parts 5 to 7	80

Subpart 2—Interpretation and other matters

113	Interpretation generally	80
114	Interpretation	80
115	Provisions to take effect on settlement date	84
116	Parts 5 to 7 bind the Crown	84
117	Outline	84

Subpart 3—Legal identity of Te Urewera and vesting of  
Te Urewera land

*Legal entity*

118	Te Urewera declared to be legal entity	87
-----	----------------------------------------	----

*Te Urewera establishment land vested in Te Urewera*

119	Vesting of Te Urewera establishment land	87
120	Te Urewera land inalienable	87

*Amendment of other enactments*

121	National Parks Act 1980 amended	88
122	Public Finance Act 1989 amended	88

**Part 6**

**Governance and management of Te Urewera**

Subpart 1—Te Urewera Board

*Board established*

123	Board established	88
-----	-------------------	----

*Purposes, functions, and powers of Board*

124	Purposes of Board	88
125	Functions of Board	89
126	General powers of Board	90
127	Decision making affecting relationship of iwi and hapū with Te Urewera	91

**Te Urewera–Tūhoe Bill**

---

<i>Membership of Board</i>		
128	Appointment of members of Board	91
129	Disqualification	92
130	Declaration required as condition of appointment	93
<i>Chair and deputy chair of Board</i>		
131	Chair	94
132	Deputy chair	94
<i>Terms for Board and members</i>		
133	First and subsequent terms of Board	95
134	Term for which members appointed	95
<i>Vacancies</i>		
135	Removal of member	95
136	Vacancies	96
<i>Liability</i>		
137	Liability of members	96
<i>Decision making</i>		
138	Obligations of members of Board in decision making	96
139	Role of chair in decision making	97
140	Unanimous decisions	97
141	Consensus decisions	98
142	Mediation	98
143	Decision by voting	98
144	Decisions by committee	99
<i>Financial provisions</i>		
145	Budget of Board	99
146	Revenue	99
<i>Taxation</i>		
147	Tax treatment of Te Urewera and Board	99
<i>Application of other Acts</i>		
148	Other statutory powers not affected	100
149	Application of certain Acts	101
150	Application of Resource Management Act 1991	101
Subpart 2—Te Urewera management plan		
<i>Preparation, approval, purpose, and scope of plan</i>		
151	Obligation on Board to prepare and approve management plan for Te Urewera	101

**Te Urewera–Tūhoe Bill**

---

152	Purpose of Te Urewera management plan	102
153	Contents of Te Urewera management plan	102
154	Relationship between management plan and conservation planning documents	103
	<i>Review of management plan</i>	
155	Review and amendment of management plan	103
	<i>Transitional</i>	
156	Transitional provision	104
	Subpart 3—Operational management of Te Urewera	
157	Responsibilities of chief executive and Director-General	104
158	Board’s statement of priorities	104
159	Powers and obligations	105
160	Annual operational plan	105
161	Kaimahi	106
	Subpart 4—Authorisation of certain activities in Te Urewera	
162	Categories of activity	107
163	Activities for which no authorisation required	107
164	Requirements applying to authorisations	108
	<i>Activity permits</i>	
165	Activities requiring activity permit	108
166	Process for determining applications for activity permits	108
167	Application of Wildlife Act 1953	109
167A	Relationship with Fish and Game Council	110
	<i>Concessions</i>	
168	Activities requiring concessions	110
	<i>Authorisation for biological control</i>	
169	Introduction of biological control organisms	110
170	Crown Minerals Act 1991	111
	Subpart 5—Review of governance and management of Te Urewera	
171	Independent review to be undertaken	111
172	Appointment of reviewer or review panel	112
173	Obligations of reviewer	112
174	Response on review report	112
175	Costs	113

**Te Urewera–Tūhoe Bill**

---

Subpart 6—Bylaws, compliance and enforcement,  
offences, penalties, and other matters

*Bylaws*

176	Board may make bylaws	113
-----	-----------------------	-----

*Compliance and enforcement*

177	Compliance and enforcement policy and training	115
178	Warranting	116
179	Powers of warranted officers	116
180	Constables	116
181	Warrants under other legislation	117

*Offences*

182	Offences in Te Urewera	117
183	Offences against warranted officers	119

*Penalties*

184	Penalties for specified offences	119
185	Penalties not otherwise prescribed	120
186	Penalties for offences committed for commercial gain	120

*Proceedings*

187	Proceedings in respect of offences	121
188	Limitation period for filing charging document	121
189	Presumptions relating to offences	121

*Control of dogs in Te Urewera*

190	Control of dogs	122
191	Dog control permits	122
192	Offences in relation to dogs	123

*Fines payable to Board*

193	Board to receive fines	123
-----	------------------------	-----

**Part 7**

**Te Urewera land and related matters**

*Interpretation*

194	Interpretation	124
	Subpart 1—Provisions for registration and other matters relating to Te Urewera land	
195	Registration of Te Urewera establishment land in Te Urewera	124
196	Resumptive memorials to be cancelled	125

**Te Urewera–Tūhoe Bill**

---

197	Interests of registered proprietors of adjacent land not affected	126
198	Existing interests to continue	126
199	Application of other enactments	126
	<i>Official geographic names</i>	
200	Official geographic names discontinued	127
	<i>Improvements</i>	
201	Ownership of improvements	127
	<i>Liabilities</i>	
202	Certain liabilities excluded	128
203	Costs of meeting any liability	129
	<i>Easements required</i>	
204	Easement over former Kainaha historic reserve	129
205	Waikaremoana easements	130
	Subpart 2—Land added to, or removed from, Te Urewera or interests acquired	
206	Land added to Te Urewera	130
207	Criteria for adding land	130
208	Other interests may be acquired	131
209	Relevant considerations for determining whether land may be added or interests acquired	132
	<i>Addition of private land</i>	
210	Proposal to add private land to Te Urewera	132
211	Minister’s obligations	133
	<i>Addition of public conservation land</i>	
212	Board’s obligations	134
213	Minister’s obligations	136
	<i>Registration of land added to Te Urewera</i>	
214	Registration of land added to Te Urewera	136
	<i>Unformed roads</i>	
215	Stopping certain unformed roads adjoining Te Urewera land	138
216	Registration of land added to Te Urewera if road stopped	138
	<i>Removal of land from Te Urewera</i>	
217	Circumstances when land may be removed from Te Urewera	139

**Te Urewera–Tūhoe Bill**

---

218	Registration after land removed from Te Urewera	140
	Subpart 3—Powers to establish special areas and to enter into covenants	
	<i>Establishment of special areas within Te Urewera</i>	
219	Recommendation to establish special areas in Te Urewera	141
220	Criteria for recommendations to establish special areas	141
221	Determination of recommendation to establish special areas	142
222	Management of areas established under this subpart	143
223	Minister may propose establishing specially protected area	143
	<i>Specially protected areas</i>	
224	Authorisation of activities in specially protected areas	144
	<i>Wilderness areas</i>	
225	Restrictions on activities in wilderness areas	144
226	Criteria for authorising activities in wilderness areas	144
	<i>Amenity areas</i>	
227	Limitation on purpose and principles	145
	<i>Power to covenant land</i>	
228	Board may enter into covenants	145
229	Scope of covenants	146
230	Compliance and enforcement	146
231	Legal effect and registration of covenant	146
	Subpart 4—Provisions relating to certain parts of Te Urewera	
	<i>Ruakituri Wilderness Area</i>	
232	Ruakituri Wilderness Area	147
	<i>Te Whāiti</i>	
233	Status of Te Whāiti changed	147
	<i>Onepoto</i>	
234	Status of Onepoto changed	148
	<i>Tāwhiuau Maunga and Ngāti Manawa interests in western parts of Te Urewera</i>	
235	Interpretation	148
236	Vesting of Tāwhiuau Maunga in name of Tangiharuru	149
237	Registration of Tāwhiuau Maunga in name of Tangiharuru	149
238	Role of trustees of Te Rūnanga o Ngāti Manawa	150

**Te Urewera–Tūhoe Bill**

---

239	Management of Tāwhiuau area	151
240	Agreement between trustees of Te Rūnanga o Ngāti Manawa and Te Urewera Board	151
241	Application of other provisions	152
	<i>Interests of Ngāti Whare in certain parts of Te Urewera</i>	
242	Agreement between trustees of Te Rūnanga o Ngāti Whare and Te Urewera Board	152
	<i>Interests of Ngāti Ruapani ki Waikaremoana in Waikaremoana area</i>	
243	Interests of Ngāti Ruapani ki Waikaremoana in Waikaremoana area	153
	Subpart 5—Consequential amendments to other Acts	
244	Amendment to other Acts	153
	<b>Schedule 1</b>	154
	<b>Hapū of Tūhoe</b>	
	<b>Schedule 2</b>	157
	<b>Cultural redress properties</b>	
	<b>Schedule 3</b>	161
	<b>Notices in relation to RFR land</b>	
	<b>Schedule 4</b>	163
	<b>Consequential amendments</b>	
	<b>Schedule 5</b>	164
	<b>Land descriptions</b>	
	<b>Schedule 6</b>	165
	<b>Further provisions relating to Board</b>	
	<b>Schedule 7</b>	179
	<b>Further provisions relating to authorisations and administrative matters</b>	
	<b>Schedule 8</b>	202
	<b>Further provisions relating to compliance and enforcement</b>	
	<b>Schedule 9</b>	219
	<b>Consequential amendments to other Acts</b>	

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**The Parliament of New Zealand enacts as follows:****1 Title**

This Act is the Te Urewera–Tūhoe Act **2013**.

**2 Commencement**

This Act comes into force on the day after the date on which it receives the Royal assent. 5

**Part 1**

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

10

*Preliminary matters***3 Purpose**

The purpose of **Parts 1 to 4** is—

- (a) to record the acknowledgements and apology given by the Crown to Tūhoe in the deed of settlement; and 15
- (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 **Parts 1 to 4** take effect on the settlement date unless otherwise stated. 20
- (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; 25
  - or
  - (c) a duty to be performed under the provision on that date.

**5 Parts 1 to 4 bind the Crown**

**Parts 1 to 4** bind the Crown.

## 6 Outline

- (1) This section is a guide to the overall scheme and effect of **Parts 1 to 4**, but does not affect the interpretation or application of **Parts 1 to 4** or of the deed of settlement.
- (2) This Part— 5
- (a) sets out the purpose of **Parts 1 to 4**; and
  - (b) provides that the provisions of **Parts 1 to 4** take effect on the settlement date unless a provision states otherwise; and
  - (c) specifies that **Parts 1 to 4** bind the Crown; and 10
  - (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 **Parts 1 to 4**, including key terms such as Tūhoe and historical claims; and 15
  - (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 20
    - (ii) a consequential amendment to the Treaty of Waitangi Act 1975; and 25
    - (iii) the effect of the settlement on certain resumptive memorials; and
    - (iv) the exclusion of the law against perpetuities; and
    - (v) access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including— 30
- (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 tū-turu, on the terms set out in part 4 of the documents schedule; and 35
    - (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. 5
- (4) **Part 3** provides for commercial redress, including,—
- (a) in **subpart 1**, the transfer of deferred selection properties; and 10
  - (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 15
  - (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 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 25
  - (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. 30
- (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: 35
  - (c) **Schedule 3** sets out provisions that apply to notices given in relation to RFR land:
  - (d) **Schedule 4** sets out consequential amendments.

*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. 5
- (2) **Sections 9 and 10** record the text of the acknowledgements and apology given by the Crown to Tūhoe in the deed of settlement. 10
- (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. 15 20
- (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. 25 30
- (4) In 1871, peace was restored to Te Urewera when the Crown withdrew its forces and agreed to leave Tūhoe to manage their 35

- 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. 5
- (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. 10 15
- (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. 20 25
- (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. 30
- (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. 35
- (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. 5

## 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. 10 15 20
- (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 25
  - (c) the confiscation was indiscriminate in extent and application and included Tūhoe lands even though as an iwi they were not in rebellion; and 30
  - (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. 35

- (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 5
  - (b) the Compensation Court process excluded Tūhoe from all the land they had traditionally occupied and cultivated in the confiscated block; and 10
  - (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. 15
- (5) The Crown acknowledges that its conduct during its attacks on Te Urewera and its surrounds between 1865 and 1871 included— 20
- (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 25
    - (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-pona, Opūtao, Tahora, and in the Ruatāhuna district; and 30
  - (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. 35

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— 5
- (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 10
  - (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. 15
- (7) The Crown acknowledges that it breached the rongopai with Tūhoe in 1870 when its armed forces attacked Whakarae 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. 20
- (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. 25
- (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. 30
- (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. 35
- (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 con-

- fiscate 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— 5
- (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 10
  - (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. 15
- (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 20
  - (c) Tūhoe incurred heavy costs and endured great inconvenience attending Native Land Court hearings outside their rohe. 25
- (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 30
  - (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. 35
- (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. 5

- (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 10
  - (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 15
  - (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. 20
- (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. 25
- (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. 30 35
- (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; 5  
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. 10
- (20) The Crown acknowledges that,—
- (a) in 1892, because of Tūhoe opposition, the Crown agreed, in the absence of consent, to limit the survey 15  
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 20  
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 25  
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 prin- 30  
ciples.
- (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 35  
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 assist-

- ance 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 5
- (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 10
- (e) these acts and omissions meant that the Crown breached the Treaty of Waitangi and its principles. 15
- (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**). 20
- (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 25
- (b) it failed to provide options to ensure majority Te Urewera Māori participation in the Urewera Commission when it sat; and 30
- (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 35
- (e) it undermined the 1896 Act’s core principle of self-government by intervening in 1909 to change the member-

- ship 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. 5
- (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 10
- (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. 15
- (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. 20
- (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 25
- (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. 30
- (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 35

- (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— 5
- (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 10
- (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 20
- (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. 25 30
- (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. 35
- (32) The Crown acknowledges that—
- (a) in enacting the Urewera Lands Act 1921–1922 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 5
  - (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 10
  - (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 15
  - (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 20
  - (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 25
  - (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. 30
- (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 35
  - (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 5
  - (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 10
  - (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. 15
- (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 20
  - (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. 25
- (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,— 30
- (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 35

- (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 5
- (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. 10
- (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 15
- (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 20
- (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,— 25
- (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. 30
- (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. 35
- (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** 5
- (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. 10
- (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. 15 20
- (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. 25
- (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. 30
- (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. 35

- (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. 5
- (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** 10  
It is the intention of Parliament that the provisions of **Parts 1 to 4** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.
- 12 Interpretation**  
In **Parts 1 to 4**, unless the context otherwise requires,— 15  
**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 20  
**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 25  
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 30  
**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 35

**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— 5
- (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 10
  - (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 15
  - (iii) Tāmami Kruger, Te Tokawhakahea Tēmara, Patrick McGarvey, Tāmami Cairns, Martin Rakuraku, Matthew Te Pou, and Lorna Taylor, being the trustees of Tūhoe Te Uru Taumatua; and 20
- (b) includes—
- (i) the schedules of, and attachments to, the deed; and 25
  - (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 30

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

**Historic Places Trust** has the meaning given to **Trust** in section 2 of the Historic Places Act 1993 35

**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 5

**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 10

**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— 15

- (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 20
  - (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 25

**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** 30

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

**settlement date** means the date that is 20 working days after the date on which **Parts 1 to 4** come into force

**Te Urewera** has the meaning given in **section 114** of **Parts 5 to 7** 35

**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 5

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

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday, and Labour Day:
- (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday: 10
- (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. 15

### 13 Meaning of Tūhoe in Parts 1 to 4

#### (1) In **Parts 1 to 4**,—

**Tūhoe**—

- (a) means the collective group composed of individuals who are descended from 1 or more Tūhoe tipuna or ancestors; and 20
- (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**. 25

#### (2) In this section and **section 14**,—

**descended** means that a person is descended from another person by—

- (a) birth; or 30
- (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. 35

**14 Meaning of historical claims**

- (1) In **Parts 1 to 4**, 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)**. 5
- (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— 10
    - (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 15
    - (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. 20
- (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 25
  - (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 30
    - (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, 35 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. 5
- (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— 10
- (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
- 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. 20
- (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— 25
- (a) the historical claims; or
- (b) the deed of settlement; or
- (c) **Parts 1 to 4**; or
- (d) **Parts 5 to 7**; or
- (e) the redress provided under the deed of settlement or **Parts 1 to 4** or **Parts 5 to 7**. 30
- (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, **Parts 1 to 4**, or **Parts 5 to 7**. 35
- (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* 5

**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 “**Parts 1 to 4, section 15(4) and (5)**”.

*Resumptive memorials no longer to apply* 10

**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— 15  
 (a) Part 3 of the Crown Forest Assets Act 1989:  
 (b) sections 211 to 213 of the Education Act 1989:  
 (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990:  
 (d) sections 27A to 27C of the State-Owned Enterprises Act 1986: 20  
 (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

**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, 25  
 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 30  
 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. 5

*Miscellaneous matters*

**19 Rule against perpetuities does not apply**

- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964— 10
  - (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. 15
- (2) However, if Tūhoe Te Uru Taumatua is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or of any provision of the Perpetuities Act 1964 to that trust must be determined under the general law. 20

**20 Access to deed of settlement**

- The chief executive of the Ministry of Justice must make copies of the deed of settlement available— 25
- (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 30
  - (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 10
  - (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. 15

### 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 20
- CNI forests properties** means each of the 2 properties that are—
- (a) vested in CNI Iwi Holdings Limited under the Central North Island Forests Land Collective Settlement Act 2008; and 25
  - (b) named in **paragraphs (a) and (b)** of the definition of cultural redress property
- Crown forestry licence** means,— 30
- (a) for Ngā Tī Whakaaweawe, the Kaingaroa Forest/Reporoa Block Crown forestry licence held in computer interest register SA57A/750; and
  - (b) for Kōhanga Tāheke, the Kaingaroa Forest/Headquarters Block Crown forestry licence held in computer interest register SA52D/450 35

**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: 5
- (b) Ngā Tī Whakaaweawe:
- Properties vested in fee simple*
- (c) Onini:
- (d) Waikokopu:
- Property vested in fee simple to be administered as reserve* 10
- (e) Te Tii

**easements** means the Bonisch Road access easement, the Road network easement, and the Kaingaroa Forest access easement 15

**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 20
- (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. 25

*CNI forests properties vested in fee simple*

- 23 CNI forests properties** 30
- (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. 35

- (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. 15
- (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. 20

**25 Waikokopu**

The fee simple estate in Waikokopu vests in the trustees.

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

25

**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. 30
- (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**. 5
- 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. 10
- (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 15
- (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. 20
- (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 25
- (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. 30
- (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 35
- (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.

5

### 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. 10
- (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. 15
- (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,— 20
- (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 25
    - (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. 30
- (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 35

- 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. 10
- (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— 15
- (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. 20
- (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. 25
- (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 30
  - (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. 35

- (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
- (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 change name. 10

### **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. 15
- (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)**. 20

### **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**). 25
- (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 30
- (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. 35

- (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 5
  - (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. 10
- (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. 15
- (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** 20

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 25
- (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. 30

**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. 35

*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— 5
- (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)**. 10
- (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. 15

**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: 20
- (a) section 10 of the Central North Island Forests Land Collective Settlement Act 2008 ceases to apply to the CNI forests properties; and 25
  - (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 30
    - (ii) for Kōhanga Tāheke, 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 35

- (b) before written application is made under **section 28**.

### Subpart 2—Protocols

#### 39 Interpretation

In this subpart,—

**protocol**—

5

- (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)**

10

**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:

15

- (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.

20

#### *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

25

- (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.

30

- (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— 5
  - (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 10
- (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**

15

- (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. 20
- (4) To avoid doubt,—
  - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and 25
  - (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**

30

- (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— 35
  - (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: 5
- (a) the Fisheries Act 1996:
- (b) the Maori Commercial Aquaculture Claims Settlement Act 2004: 10
- (c) the Maori Fisheries Act 2004:
- (d) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
- (4) In this section,— 15
- 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. 20

### *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. 25
- (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. 30

### 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. 5
- (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)**. 10

#### Subpart 4—Official geographic names

##### 46 Interpretation

In this subpart,—

**Act** means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 15

**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 20

- (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. 25

##### 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. 30

- (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— 5
- (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. 10

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: 15
- (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. 20
- (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. 25
- (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** 30

**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. 5

### Subpart 1—Transfer of deferred selection properties

- 52 The Crown may transfer deferred selection properties** 10  
 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 15
  - (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**. 20
  - (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. 25
  - (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 30
    - (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. 35

- (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. 5
- 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. 10
- (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. 15
- 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 20 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. 25
- (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. 30
- (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 35 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 5
  - (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. 10
- (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. 15
- (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 20
  - (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. 25

## **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. 30
- (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,— 35

- (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 5
    - (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,— 10
    - (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. 15

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

### *Interpretation*

- 58 Interpretation** 20
- 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 25
  - (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 30
  - (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: 35
    - (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)** 5
- 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 10
  - (b) to avoid doubt, does not include—
    - (i) to mortgage, or give a security interest in, the land; or 15
    - (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 20
- 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 25
- 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 30
- 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 35
  - (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 5
  - (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. 10

## 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 15
  - (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 20
- (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**. 25

(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 30
  - (ii) any other person (including the Crown or a Crown body) under **section 60(c)**; 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— 35

- (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 sub-part); or 5
- (ba) 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
- (c) the RFR period for the land ends. 10
- (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** 15
- 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
  - (ba) in accordance with a waiver or variation given under **section 85**; or 20
  - (c) 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 25
    - (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**. 30

*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— 35
    - (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. 5

## **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. 10
- (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. 15

## **63 Withdrawal of offer**

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted. 20

## **64 Acceptance of offer**

- (1) The trustees may, by notice to the RFR landowner who made an offer, accept the offer if— 25
  - (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. 30

- (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. 5
- (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. 10
- (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. 15
- (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— 20  
 (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 143(5) or 206 of the Education Act 1989. 25

**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. 30
- (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. 35

**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* 15

**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. 20

**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 25
  - (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 30
- (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(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 **Parts 5 to 7**.

*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. 5
- (2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land. 10
- (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. 15
- 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. 20
- (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 25
- (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 30
- (f) if the disposal is to be made under **section 60(c)**, 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— 35

- (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(c)**; 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. 5
- (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 10
- (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. 15
- (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— 20
- (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** 25
- (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— 30
- (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. 35

- (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. 5

#### **84 Removal of notifications when RFR period ends** 10

- (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 15
- (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. 20
- (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. 25

#### *General provisions applying to right of first refusal*

#### **85 Waiver and variation** 30

- (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. 30
- (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. 35

- (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. 5

**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 10

(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 15

(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, ~~or~~ and fax number or electronic address for notices to the assignees. 20

- (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,— 25

**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— 30

(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,— 5

**assets and liabilities**—

(a) means assets and liabilities owned, controlled, or held, wholly or in part, immediately before the commencement of **Parts 1 to 4**; and

(b) includes— 10

(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) 15

**commencement date** means the date of commencement of **Parts 1 to 4** 20

**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 25

**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 30

**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** 35  
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* 5

**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. 10
- (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 15
    - (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 20
  - (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 25
    - (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**. 30 35
- (3) A person holding office as a member of the Trust Board immediately before the commencement date is not entitled to com-

pensation 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: 5
- (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. 10
- (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. 15

### **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**,— 20
- (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. 25

### **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: 30
- (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** 5
- (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. 10
- (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* 15
- 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 20
- (b) Tūhoe Fish Quota Limited is the asset holding company of the Tūhoe Charitable Trust Board.
- 95 Exemption for certain voting processes** 25
- (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. 30

**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,— 5
- (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 10
- (b) to make the appropriate changes to the iwi register in accordance with that Act. 10
- (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. 15

*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. 20
- (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)**. 25
- (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. 30

**98 Matters not affected by transfer**

Nothing given effect to or authorised by this subpart— 35

- (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 5
- (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 10
- (d) releases a surety wholly or in part from an obligation; or 15
- (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. 20
- (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. 25
- (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. 30
- (3) For the purposes of this section, the instrument need not be an instrument of transfer, but must— 35

- (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 5
- (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. 10

### 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. 15

### 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. 20
- (2) This section applies only— 25
  - (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. 30

**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. 5
- (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 10
- (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. 15 20

**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 25
- (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**

30

- (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. 5
- (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**. 10

**Part 5****Te Urewera**

Subpart 1—Background, ~~purposes~~, purpose,  
and principles

**110 Background to Parts 5 to 7** 15*Te Urewera*

- (1) Te Urewera is ancient and enduring, a fortress of nature, alive with history; its scenery is abundant with mystery, adventure, and remote beauty.
- (2) Te Urewera is a place of spiritual value, with its own mana and mauri. 20
- (3) Te Urewera has an identity in and of itself, inspiring people to commit to its care.

*Te Urewera and Tūhoe*

- (4) For Tūhoe, Te Urewera is Te Manawa o te Ika a Māui; it is the heart of the great fish of Maui, its name being derived from Murakareke, the son of the ancestor Tūhoe. 25
- (5) For Tūhoe, Te Urewera is their ewe whenua, their place of origin and return, their homeland.
- (6) Te Urewera expresses and gives meaning to Tūhoe culture, language, customs, and identity. There Tūhoe hold mana by ahikāroa; they are tangata whenua and kaitiaki of Te Urewera. 30

*Te Urewera and all New Zealanders*

- (7) Te Urewera is prized by other iwi and hapū who have acknowledged special associations with, and customary interests in, parts of Te Urewera.
- (8) Te Urewera is also prized by all New Zealanders as a place of outstanding national value and intrinsic worth; it is treasured by all for the distinctive natural values of its vast and rugged primeval forest, and for the integrity of those values; for its indigenous ecological systems and biodiversity, its historical and cultural heritage, its scientific importance, and as a place for outdoor recreation and spiritual reflection.

*Tūhoe and the Crown: shared views and intentions*

- (9) Tūhoe and the Crown share the view that Te Urewera should have legal recognition in its own right, with the responsibilities for its care and conservation set out in the law of New Zealand. To this end, Tūhoe and the Crown have together taken a unique approach, as set out in **Parts 5 to 7**, to protecting Te Urewera in a way that reflects New Zealand’s culture and values.
- (10) The Crown and Tūhoe intend **Parts 5 to 7** to contribute to resolving the grief of Tūhoe and to strengthening and maintaining the connection between Tūhoe and Te Urewera.

**111 Purpose of Parts 5 to 7**

The purpose of **Parts 5 to 7** is to establish and preserve in perpetuity a legal identity and protected status for Te Urewera for its intrinsic worth, its distinctive natural and cultural values, the integrity of those values, and for its national importance, and in particular to—

- (a) strengthen and maintain the connection between Tūhoe and Te Urewera; and
- (b) preserve as far as possible the natural features and beauty of Te Urewera, the integrity of its indigenous ecological systems and biodiversity, and its historical and cultural heritage; and
- (c) provide for Te Urewera as a place for public use and enjoyment, for recreation, learning, and spiritual reflection, and as an inspiration for all.

**112 Principles for implementing Parts 5 to 7**

- (1) In achieving the purpose of **Parts 5 to 7**, all persons performing functions and exercising powers under **Parts 5 to 7** must act so that, as far as possible,—
- (a) Te Urewera is preserved in its natural state: 5
  - (b) the indigenous ecological systems and biodiversity of Te Urewera are preserved, and introduced plants and animals are exterminated:
  - (c) Tūhoetanga, which gives expression to Te Urewera, is valued and respected: 10
  - (d) the relationship of other iwi and hapū with parts of Te Urewera is recognised, valued, and respected:
  - (e) the historical and cultural heritage of Te Urewera is preserved:
  - (f) the value of Te Urewera for soil, water, and forest conservation is maintained: 15
  - (g) the contribution that Te Urewera can make to conservation nationally is recognised.
- (2) In achieving the purpose of **Parts 5 to 7**, all persons performing functions and exercising powers under **Parts 5 to 7** must act so that the public has freedom of entry and access to Te Urewera, subject to any conditions and restrictions that may be necessary to achieve the purpose of **Parts 5 to 7** or for public safety. 20

Subpart 2—Interpretation and other matters 25

**113 Interpretation generally**

It is the intention of Parliament that the provisions of **Parts 5 to 7** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

**114 Interpretation** 30

In **Parts 5 to 7**, unless the context otherwise requires,—

**activity permit** means an authorisation required under **section 165**

**amenity area** means a part of Te Urewera set apart as an amenity area under **section 219** 35

**appointers** has the meaning given in **section 128(7)**

- attachments** means the attachments in the deed of settlement
- authorisation** means an activity permit, concession, or other form of permission granted under **Parts 5 to 7** for activities to be undertaken in, or in respect of, Te Urewera
- Board** means Te Urewera Board 5
- chief executive** means (unless otherwise specified) the chief executive of Tūhoe Te Uru Taumatua
- committee** means a committee of Te Urewera Board
- computer freehold register** and **computer register** have the meanings given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002 10
- concession** means an authorisation required by **section 168**
- consensus** means the absence of a formally recorded dissent from a member present at a Board meeting
- conservation legislation** means the Conservation Act 1987 15 and the enactments listed in Schedule 1 of that Act
- conservation planning document** means—
- (a) a statement of general policy approved for national parks under the National Parks Act 1980:
- (b) a conservation management strategy approved under the Conservation Act 1987 20
- conservation planning document**—
- (a) means—
- (i) a statement of general policy approved for national parks under the National Parks Act 1980: 25
- (ii) a conservation management strategy approved under the Conservation Act 1987; and
- (b) for the purposes of **section 154(2)**, includes a sports fish and game management plan to the extent that it relates to Te Urewera 30
- 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 35

- 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 5
- (iii) Tāmami Kruger, Te Tokawhakahea Tēmara, Patrick McGarvey, Tāmami Cairns, Martin Rakuraku, Matthew Te Pou, and Lorna Taylor, being the trustees of Tūhoe Te Uru Taumatua; and 10
- (b) includes—
- (i) the schedules of, and attachments to, the deed; and 15
- (ii) any amendments to the deed or its schedules and attachments
- Director-General** means the Director-General of Conservation within the meaning of section 2(1) of the Conservation Act 1987 20
- Fish and Game Council** has the meaning given in section 2(1) of the Conservation Act 1987
- interest** means a lease, licence, licence to occupy, easement, covenant, or other right or obligation relating to Te Urewera land 25
- management plan** means Te Urewera management plan
- Minister** means the Minister of Conservation
- New Zealand Conservation Authority** has the meaning given in section 2(1) of the Conservation Act 1987
- New Zealand Fish and Game Council** has the meaning given in section 2(1) of the Conservation Act 1987 30
- operational plan** means the annual operational plan for Te Urewera provided for under **subpart 3 of Part 6**
- public conservation land** means land held under conservation legislation 35
- Registrar-General** means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

- resource consent** has the meaning given in section 2(1) of the Resource Management Act 1991
- settlement date** means the date that is 40 working days after the date on which **Parts 5 to 7** come into force
- specially protected area** means a part of Te Urewera set apart as a specially protected area under **section 219** 5
- sports fish** has the meaning given in section 2(1) of the Conservation Act 1987
- sports fish and game management plan** has the meaning given in section 2(1) of the Conservation Act 1987 10
- taonga tūturu** has the meaning given in section 2(1) of the Protected Objects Act 1975 and includes ngā taonga tūturu
- Te Urewera** means the legal entity created by **section 118** or, as the context requires, the place encompassing Te Urewera land 15
- Te Urewera Board** and **Board** mean the Board established by **section 123**
- Te Urewera establishment land** and **establishment land** mean the land vested by **section 119(3)** and described in **Part 1 of Schedule 5** 20
- Te Urewera land** means the land held from time to time in the name of Te Urewera and subject to **Parts 5 to 7**
- Te Urewera management plan** means the management plan for Te Urewera prepared and approved under **subpart 2 of Part 6** 25
- Te Urewera volunteer** means a person appointed for the purposes of **section 161**
- trustees** means the trustees, acting in their capacity as trustees, of Tūhoe Te Uru Taumatua
- Tūhoe** has the meaning given in **section 13** of **Parts 1 to 4** 30
- Tūhoe Te Uru Taumatua** means the Tūhoe Trust established by trust deed dated 5 August 2011
- warranted officer** means a person described in **section 177(5)** who has been issued with a warrant under **section 178**, and includes, as the context requires, an honorary warranted officer 35

**wilderness area** means a part of Te Urewera set apart as a wilderness area under **section 219**.

#### **115 Provisions to take effect on settlement date**

- (1) The provisions of **Parts 5 to 7** take effect on the settlement date, unless stated otherwise. 5
- (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; 10  
or
  - (c) a duty to be performed under the provision on that date.

#### **116 Parts 5 to 7 bind the Crown** **Parts 5 to 7** bind the Crown.

#### **117 Outline** 15

- (1) This section is a guide to the overall scheme and effect of **Parts 5 to 7**, but does not affect the interpretation or application of the other provisions of **Parts 5 to 7** or of the deed of settlement.
- (2) In this Part,— 20
  - (a) **subpart 1** sets out the background to **Parts 5 to 7**, their purpose, and the principles for implementing them:
  - (b) **subpart 2** includes the definitions applying in **Parts 5 to 7**, the general rule as to when provisions take effect, and the fact that they bind the Crown: 25
  - (c) **subpart 3** creates the legal entity of Te Urewera, vests Te Urewera establishment land in Te Urewera, stipulates that, except if authorised by an Act of Parliament, Te Urewera land is inalienable, amends the National Parks Act 1980 to remove Te Urewera from the jurisdiction of that Act, and amends the Public Finance Act 1989 to recognise Te Urewera as a legal entity for certain purposes under that Act. 30
- (3) In **Part 6**,—

- 
- (a) **subpart 1** establishes the Board that provides all the governance functions for Te Urewera, setting out its purposes, functions, and powers, and the process for the appointment of its members, as well as stating how the Board and the entity are to be treated for taxation purposes; further provisions relating to the Board are contained in **Part 1 of Schedule 6**: 5
- (b) **subpart 2** and **Part 2 of Schedule 6** set out the requirements for the contents, preparation, and approval of the Te Urewera management plan: 10
- (c) **subpart 3** and **Part 3 of Schedule 6** set out the requirements for the operational management of Te Urewera: 15
- (d) **subpart 4** and **Schedule 7** set out the bases for activities that may be carried out in Te Urewera, whether as of right or by virtue of the grant of an activity permit or concession, including how the Minister of Conservation may authorise activities relating to biological control in Te Urewera and the status of Te Urewera under the Crown Minerals Act 1991: 20
- (e) **subpart 5** provides for review of the governance and management of Te Urewera: 25
- (f) **Subpart 6** and **Schedule 8** set out how compliance and enforcement is to be conducted in relation to Te Urewera. 25
- (4) In **Part 7**,—
- (a) **subpart 1** provides for the registration of Te Urewera establishment land and certain other matters that apply to all Te Urewera land, and also secures certain easements: 30
- (b) **subpart 2** sets out the circumstances when private or public conservation land may be added to Te Urewera, makes provision for registration of that land, and also provides that land may be removed from Te Urewera, but only by an Act of Parliament: 35
- (c) **subpart 3** gives powers to establish specially protected, wilderness, and amenity areas within Te Urewera and to covenant land:
- (d) **subpart 4**—

- (i) makes provision for the status of certain areas within Te Urewera, namely Ruakituri (to remain a wilderness area but under **Parts 5 to 7**), Te Whāiti (declared a conservation area and part of the Whirinaki Te Pua-a-Tāne Conservation Park) and Onepoto (declared a conservation area but protected as if it were a national park); and 5
- (ii) by agreement with the trustees of Te Rūnanga o Ngāti Manawa, removes the area defined as Tāwhiuau Maunga from Te Urewera National Park, excludes it from Te Urewera, and vests it inalienably in the name of Tangiharuru, a Ngāti Manawa ancestor. This subpart also provides that for management purposes, Tāwhiuau Maungais to be treated as if it were part of Te Urewera. The wider area defined as Tāwhiuau, which is within Te Urewera, is also within the jurisdiction of the Te Urewera Board, which must fulfil its obligations mindful of Ngāti Manawa values and that Tāwhiuau Maunga is vested in Tangiharuru.; and 10 15 20
- (iii) provides for an agreement to be entered into between the Board and the trustees of Te Rūnanga o Ngāti Whare to provide for recognition of the special association and customary interest of Ngāti Whare in parts of Te Urewera. 25
- (5) There are 5 schedules relating to **Parts 5 to 7**, setting out,—
- (a) in **Schedule 5**, the legal descriptions of Te Urewera settlement land and of Tāwhiuau Maunga:
- (b) in **Schedule 6**, provisions applying to the Board and its obligations under **Parts 5 to 7**: 30
- (c) in **Schedule 7**, provisions relating to authorisations for activities and other administrative matters:
- (d) in **Schedule 8**, provisions relating to compliance and enforcement: 35
- (e) in **Schedule 9**, consequential amendments to other Acts.

Subpart 3—Legal identity of Te Urewera  
and vesting of Te Urewera land

*Legal entity*

**118 Te Urewera declared to be legal entity**

- (1) Te Urewera is a legal entity, and has all the rights, powers, duties, and liabilities of a legal person. 5
- (2) However,—
- (a) the rights, powers, and duties of Te Urewera must be exercised and performed on behalf of, and in the name of, Te Urewera— 10
- (i) by Te Urewera Board; and
- (ii) in the manner provided for in **Parts 5 to 7**; and
- (b) the liabilities are the responsibility of Te Urewera Board, except as provided for in **section 202**.

*Te Urewera establishment land vested in Te Urewera* 15

**119 Vesting of Te Urewera establishment land**

- (1) Te Urewera establishment land ceases to be vested in the Crown.
- (2) Any part of the establishment land that is— 20
- (a) a conservation area under the Conservation Act 1987 ceases to be a conservation area:
- (b) Crown land under the Land Act 1948 ceases to be Crown land:
- (c) a national park under the National Parks Act 1980 ceases to be a national park: 25
- (d) a reserve under the Reserves Act 1977 has the reserve status revoked.
- (3) The fee simple estate in the establishment land vests in Te Urewera and is held under, and in accordance with, **Parts 5 to 7**. 30

**120 Te Urewera land inalienable**

Te Urewera land must not be alienated, mortgaged, charged, or otherwise disposed of, except—

- (a) in accordance with **section 217**; or 35

- (b) if a lease or an easement is granted under **section 168(1)**.

*Amendment of other enactments*

**121 National Parks Act 1980 amended**

- (1) This section amends the National Parks Act 1980. 5  
 (2) Repeal section 6(1)(g) and (4).

**122 Public Finance Act 1989 amended**

- (1) This section amends the Public Finance Act 1989.  
 (2) In section 27(3), after paragraph (ba). insert:  
 “(bb) all legal entities named or described in **Schedule 6**.”. 10  
 (3) After Schedule 5, insert:

**Schedule 6**

**s 27(3)**

**Legal entities created by Treaty of  
 Waitangi settlement Acts**

Te Urewera

**Parts 5 to 7**

- (4) The Public Finance Act 1989 is consequentially amended in 15  
 the manner shown in **Schedule 9**.

**Part 6**

**Governance and management of Te  
 Urewera**

Subpart 1—Te Urewera Board

20

*Board established*

**123 Board established**

- (1) Te Urewera Board is established.  
 (2) Further provision is made for matters relevant to the Board in  
**Part 1 of Schedule 6**. 25

*Purposes, functions, and powers of Board*

**124 Purposes of Board**

The purposes of the Board are—

- (a) to act on behalf of, and in the name of, Te Urewera; and

- (b) to provide governance for Te Urewera in accordance with **Parts 5 to 7**.

## 125 Functions of Board

- (1) The functions of the Board are—
- (a) to prepare and approve Te Urewera management plan; and 5
  - (b) to advise the persons managing Te Urewera on the implementation of the management plan, including by means such as—
    - (i) issuing an annual statement of priorities for implementing the management plan: 10
    - (ii) undertaking any specified functions in relation to the annual operational plan for Te Urewera:
    - (iii) monitoring the implementation of the annual operational plan; and 15
  - (c) to initiate proposals and make recommendations for—
    - (i) adding land to, or removing land from, Te Urewera; and
    - (ii) acquiring interests in land; and
    - (iii) establishing specially protected areas, wilderness areas, and amenity areas within Te Urewera; and 20
  - (d) to make bylaws for Te Urewera; and
  - (e) to authorise activities that must not otherwise be undertaken in Te Urewera without an authorisation under **Part 6**; and 25
  - (f) to prepare or commission reports, advice, or recommendations on matters relevant to the ~~purpose~~ purposes of the Board; and
  - (g) to promote or advocate for the interests of Te Urewera in any statutory process or at any public forum; and 30
  - (h) to liaise with, advise, or seek advice from any agency, local authority, or other entity on matters relevant to the purposes of the Board; and
  - (i) to perform any other function of the Board specified in **Parts 5 to 7** or in any other enactment; and 35
  - (j) to take any other action that the Board considers to be relevant and appropriate in achieving its purposes.

- (2) In performing its functions, the Board may consider and give expression to—
- (a) Tūhoetanga:
  - (b) Tūhoe concepts of management such as—
    - (i) rāhui: 5
    - (ii) tapu me noa:
    - (iii) mana me mauri:
    - (iv) tohu.
- (3) In this section, in accordance with the understanding of Tūhoe,— 10
- mana me mauri** conveys a sense of the sensitive perception of a living and spiritual force in a place
- rāhui** conveys the sense of the prohibition or limitation of a use for an appropriate reason
- tapu** means a state or condition that requires certain respectful 15 human conduct, including raising awareness or knowledge of the spiritual qualities requiring respect
- tapu me noa** conveys, in tapu, the concept of sanctity, a state that requires respectful human behaviour in a place; and in noa, the sense that when the tapu is lifted from the place, the 20 place returns to a normal state
- tohu** connotes the metaphysical or symbolic depiction of things.
- 126 General powers of Board**
- (1) The Board has full capacity and all the powers reasonably necessary to achieve its ~~purpose~~ purposes and perform its functions. 25
- (2) In performing its functions, the Board must act consistently with—
- (a) **Parts 5 to 7**; and 30
  - (b) Te Urewera management plan; and
  - (c) any other lawful requirement.
- (3) Except as provided in **Parts 5 to 7**, the Board may determine its own procedure.

**127 Decision making affecting relationship of iwi and hapū with Te Urewera**

- (1) The Board must consider and provide appropriately for the relationship of iwi and hapū and their culture and traditions with Te Urewera when making decisions, including— 5
- (a) the approval of Te Urewera management plan; and
  - (b) the adoption of the Board’s annual statement of priorities; and
  - (c) the acceptance of the annual operational plan; and
  - (d) the making of a recommendation to add land to Te Urewera or remove land from Te Urewera; and 10
  - (e) the making of a recommendation to establish a specially protected area, a wilderness area, or an amenity area; and
  - (f) the grant of an activity permit or a concession in Te Urewera; and 15
  - (g) the imposition of controls on access to parts of Te Urewera; and
  - (h) the making of bylaws.
- (2) The purpose of **subsection (1)** is to recognise and reflect— 20
- (a) Tūhoetanga; and
  - (b) the Crown’s responsibility under the Treaty of Waitangi (Te Tiriti o Waitangi).

*Membership of Board***128 Appointment of members of Board**

25

- (1) For the first 3 years after the settlement date, the Board consists of 8 members, appointed as follows:
- (a) 4 members appointed by the trustees of Tūhoe Te Uru Taumatua; and
  - (b) 4 members appointed jointly by the Minister and the Minister for Treaty of Waitangi Negotiations (the **Ministers**). 30
- (2) From the third anniversary of the settlement date, the Board is to consist of 9 members, appointed as follows:
- (a) 6 members appointed by the trustees of Tūhoe Te Uru Taumatua; and
  - (b) 3 members appointed by the Minister. 35

- (3) In making an appointment, an appointer must consider whether the proposed member has the mana, standing in the community, skills, knowledge, or experience—
- (a) to participate effectively in the Board; and
  - (b) to contribute to achieving the purposes of the Board. 5
- (4) Before making any appointment, each appointer must—
- (a) notify the other appointer of the proposed appointment; and
  - (b) seek the views of the other appointer as to whether the proposed member meets the criteria of **subsection (3)**; 10
  - (c) consider the views expressed by the other appointer.
- (5) Before appointments are made under **subsection (1)(b) or (2)(b)**, the Minister must seek a recommendation from the New Zealand Conservation Authority in relation to 1 of the 15 members to be appointed by the Ministers or Minister, as appropriate.
- (6) Any recommendation received under **subsection (5)** must be considered by the Minister, but the Minister—
- (a) is not obliged to give effect to the recommendation; and 20
  - (b) may consider a recommendation from any other person.
- (7) In this subpart, **appointers** means,—
- (a) in relation to the first term of the Board, the trustees of Tūhoe Te Uru Taumatua and the Ministers;
  - (b) in relation to the subsequent terms of the Board, the 25 trustees of Tūhoe Te Uru Taumatua and the Minister.

## 129 Disqualification

- (1) A natural person who is a disqualified person must not be appointed as a member of the Board.
- (2) In **subsection (1)**, a **disqualified person** is a person— 30
- (a) who is an undischarged bankrupt; or
  - (b) who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, or the Securities Act 1978, or 35 the Securities Markets Act 1988, or the Takeovers Act 1993; or

- (c) who is subject to a property order under the Protection of Personal and Property Rights Act 1988; or
- (d) in respect of whom a personal order has been made under the Protection of Personal and Property Rights Act 1988 that reflects adversely on the person’s— 5
  - (i) competence to manage his or her own affairs in relation to his or her property; or
  - (ii) capacity to make or to communicate decisions relating to any particular aspect or aspects of his or her personal care and welfare; or 10
- (e) who has been convicted of an offence punishable by imprisonment for a term of 2 years or more, or who has been sentenced to imprisonment for any other offence, unless that person has obtained a pardon, served the sentence, or otherwise suffered the penalty imposed on the person; or 15
- (f) who is a member of Parliament; or
- (g) who is disqualified under another Act.

### 130 Declaration required as condition of appointment

- Before an appointment made under **section 128** takes effect, a proposed member must make a declaration in writing to confirm that the member will, if appointed,— 20
- (a) act in a manner that achieves the ~~purpose~~ purposes of the Board and for no other purpose; and
  - (b) act in good faith and not pursue his or her own interests at the expense of the interests of Te Urewera or the Board; and 25
  - (c) work with the other members to assist the Board to strive for unanimous or consensus decision making, as the context requires; and 30
  - (d) act with honesty and integrity as a member of the Board; and
  - (e) exercise the care, diligence, and skill that a reasonable person would exercise in the same circumstances; and
  - (f) promote the highest level of collaboration among the members of the Board, in accordance with **paragraphs (a) to (e)**; and 35

- (g) not contravene, cause the contravention of, or agree to the Board contravening **Parts 5 to 7**.

*Chair and deputy chair of Board*

**131 Chair**

- (1) The members of the Board must appoint a member appointed by the trustees to be the chair of the Board. 5
- (2) The chair is appointed for the same 3-year term as the members of the Board, unless the chair resigns, is removed from that office by the Board, or otherwise vacates the office.
- (3) A chair may be reappointed as chair, but for not more than 3 consecutive terms. 10
- (4) However, a chair may hold that office for more than 3 terms, as long as the office is not held by the same person for more than 3 consecutive terms.
- (5) If a chair is absent from 3 consecutive meetings, the Board must, in accordance with **subsection (1)**, appoint a member appointed by the trustees to be the acting chair to act instead of the chair for the subsequent 3 meetings. 15
- (6) If a chair is absent for 6 consecutive meetings, the office of the chair is vacated and the Board must appoint a member appointed by the trustees to be the new chair. 20

**132 Deputy chair**

- (1) The members of the Board must appoint a member to be the deputy chair of the Board.
- (2) The deputy chair is appointed for the same 3-year term as the members of the Board, unless the deputy chair resigns, is removed from that office by the Board, or otherwise vacates the office. 25
- (3) A deputy chair may be reappointed as deputy chair, but for not more than 3 consecutive terms. 30
- (4) However, a deputy chair may hold that office for more than 3 terms, as long as the office is not held by the same person for more than 3 consecutive terms.

*Terms for Board and members***133 First and subsequent terms of Board**

- (1) The first term of the Board—
- (a) commences on the settlement date; and
  - (b) ends on the day immediately before the third anniversary of the settlement date. 5
- (2) Each subsequent term of the Board—
- (a) commences on the third anniversary of the date on which the previous term commenced; and
  - (b) ends on the day immediately before the third anniversary of the commencement of that term. 10

**134 Term for which members appointed**

- (1) The members of the Board are appointed for a term of 3 years from the commencement of a term of the Board, unless a member resigns, is removed from office by the appointer of that member, or otherwise vacates office. 15
- (2) A member may be reappointed, but for no more than 3 consecutive terms.
- (3) However, a member may be appointed for more than 3 terms, as long as the member is not appointed for more than 3 consecutive terms. 20

*Vacancies***135 Removal of member**

- (1) A member of the Board may be removed by, and at the sole discretion of, the appointer of that member. 25
- (2) If a member becomes disqualified under **section 129(2)**, that person is no longer a member of the Board.
- (3) Written notice of the removal of a member must be given,—
- (a) in the case of a removal under **subsection (1)**, by the relevant appointer to— 30
    - (i) the member removed; and
    - (ii) the Board; and
    - (iii) the other appointer; and
  - (b) in the case of an removal under **subsection (2)**, by the Board to— 35
    - (i) the member; and

- (ii) both appointers.
- (4) A member may resign by written notice to the appointer of the member and to the Board.

### **136 Vacancies**

- (1) If a member is removed or resigns, or the office of a member otherwise becomes vacant, there is an extraordinary vacancy on the Board. 5
- (2) An extraordinary vacancy must be filled in the same manner as the appointment giving rise to the vacancy was made, except that the replacement appointment is for the remainder of the term of the Board to which the vacating member was appointed. 10
- (3) The ability of the Board to exercise its functions is not affected by— 15
- (a) an extraordinary vacancy; or
  - (b) a failure by an appointer to make an appointment or a replacement appointment.

### *Liability*

### **137 Liability of members**

A member of the Board who has acted in good faith in the course of the Board performing its functions is not personally liable for any act or omission of the Board or of any member of the Board. 20

### *Decision making*

### **138 Obligations of members of Board in decision making**

- (1) In participating in any decision making, every member of the Board must— 25
- (a) act for no other purpose than to achieve the ~~purpose~~ purposes of the Board; and
  - (b) promote unanimous or consensus decision making, as the context requires; and 30
  - (c) promote the highest level of collaboration among the members of the Board.

- (2) All decisions of the Board must be made at a meeting of the Board.

**139 Role of chair in decision making**

In relation to the Board’s decisions, the chair’s role includes—

- (a) the provision of leadership; and 5
- (b) the promotion of unanimous or consensus decision making, as the context requires; and
- (c) the promotion of the highest level of collaboration among the members of the Board; and
- (d) at the sole discretion of the chair, initiation of— 10
  - (i) mediation or other process to assist in decision making; and
  - (ii) the process for voting under **section 143**.

**140 Unanimous decisions**

- (1) The Board must strive to make the following decisions by unanimous agreement: 15
- (a) the appointment of the chair and deputy chair of the Board; and
  - (b) the approval of Te Urewera management plan and any amendment to it; and 20
  - (c) the delegation of the Board’s functions and powers; and
  - (d) the adoption of the Board’s annual statement of priorities; and
  - (e) the acceptance by the Board of the annual operational plan; and 25
  - (f) a recommendation by the Board to add land to Te Urewera; and
  - (g) a recommendation by the Board to remove land from Te Urewera; and
  - (h) a recommendation by the Board to establish a specially protected area, wilderness area, or amenity area in Te Urewera; and 30
  - (i) the appointment or revocation of appointment of a committee; and
  - (j) the replacement or amendment of the terms of an appointment of a committee; and 35
  - (k) the making of bylaws.

- (2) If, after reasonable discussion, the chair considers that it is not practicable to reach a unanimous decision, the chair may, at his or her sole discretion, declare that the Board’s decision is to be made as a consensus decision in accordance with **section 141**. 5

#### **141 Consensus decisions**

- (1) The Board must strive to make the following decisions by consensus:
- (a) a decision of a kind not referred to in **section 140(1)**; and 10
  - (b) a decision declared to require a consensus decision under **section 140(2)**.
- (2) If, after reasonable discussion, the chair considers that it is not practicable for the Board to reach a consensus decision, the chair may, at his or her sole discretion, declare that the decision will be made by a vote of the Board. 15
- (3) However, the chair may, at his or her sole discretion, at any time in the decision-making process,—
- (a) appoint a mediator to assist the Board to make a decision: 20
  - (b) initiate any other process or take any other action to assist the Board to make a decision.

#### **142 Mediation**

- If the chair initiates mediation under **section 139(d)(i)**, the chair must notify the Board and the mediator of— 25
- (a) the mediation process to be adopted; and
  - (b) the time within which the mediation process must be undertaken.

#### **143 Decision by voting**

- (1) If the chair declares that it is not practicable to reach a consensus decision after reasonable discussion, a decision may be made by voting, with the support of— 30
- (a) a minimum of 80% of the members present and voting at a meeting of the Board; and
  - (b) not fewer than 2 members appointed by the Minister or Ministers, as appropriate. 35

- (2) The chair (or the deputy chair, if the chair is not present) has a deliberative vote, but not a casting vote.

**144 Decisions by committee**

- (1) The Board may delegate decision making to a committee of the Board set up in accordance with **Part 1 of Schedule 6**. 5
- (2) The Board must specify the terms of appointment of a committee, including whether, and in what circumstances, the committee must refer a decision to the Board for confirmation or for a final decision.

*Financial provisions* 10

**145 Budget of Board**

- (1) Before the beginning of each financial year, the Board, the chief executive, and the Director-General must develop and agree a budget for the performance of the powers of the Board and the exercise of its powers for that financial year. 15
- (2) The [chief executive] and the Director-General must contribute equally to the costs provided for in the budget, unless both agree to a different contribution.

**146 Revenue**

- (1) All revenue received by the Board must be paid into a bank account of the Board and applied, as directed by the Board, for achieving the purpose of **Parts 5 to 7**. 20
- (2) Money received by the Board as a gift or bequest must be applied in accordance with any directions from the gifter or bequestor for its use or for a particular purpose in Te Urewera, but otherwise must be used in accordance with **subsection (1)**. 25

*Taxation*

**147 Tax treatment of Te Urewera and Board**

- (1) In this section, **Inland Revenue Acts** has the meaning given in section 3(1) of the Tax Administration Act 1994. 30

- (2) For the purposes of the Inland Revenue Acts and the liabilities and obligations placed on a person under those Acts, Te Urewera and the Board are deemed to be the same person.
- (3) In particular (and to avoid doubt),—
- (a) income derived by Te Urewera is treated as income derived by the Board; and 5
  - (b) expenditure incurred by Te Urewera is treated as expenditure incurred by the Board; and
  - (c) the application of funds attributable to Te Urewera is treated as the application of funds attributable to the Board; and 10
  - (d) goods and services supplied by Te Urewera are treated as goods and services supplied by the Board; and
  - (e) goods and services acquired by Te Urewera are treated as goods and services acquired by the Board; and 15
  - (f) obligations placed on Te Urewera under section 15B of the Tax Administration Act 1994 are treated as obligations placed on the Board.
- (4) A notice issued by the Commissioner of Inland Revenue to Te Urewera is treated for the purposes of the Inland Revenue Acts as a notice to the Board. 20
- (5) ~~Despite~~ **Despite subsections (2) to (4)**, Te Urewera and the Board are jointly and severally liable under the Inland Revenue Acts.
- (6) The Income Tax Act 2007 is consequentially amended in the manner shown in **Schedule 9**. 25

*Application of other Acts*

**148 Other statutory powers not affected**

- Except as expressly provided in **Parts 5 to 7, Parts 5 to 7** and the deed of settlement do not limit— 30
- (a) any enactment or rule of law; or
  - (b) the statutory functions and powers exercised by a body within Te Urewera, including the statutory powers and functions of—
- (i) a local authority; or 35
  - (ii) the New Zealand Fish and Game Council; or

- (iii) a Fish and Game Council with jurisdiction in the locality of Te Urewera.

**149 Application of certain Acts**

The following Acts apply to the Board:

- (a) the Official Information Act 1982; and 5  
 (b) the Ombudsmen Act 1975; and  
 (c) the Public Audit Act 2001.

**150 Application of Resource Management Act 1991**

Despite **section 147**,—

- (a) work undertaken within Te Urewera by the Board, chief 10  
 executive, or Director-General does not require a re-  
 source consent under section 9(3) of the Resource Man-  
 agement Act 1991 if that work—  
 (i) is for the purpose of managing Te Urewera under  
**Parts 5 to 7**; and 15  
 (ii) is consistent with **Parts 5 to 7** and the manage-  
 ment plan; and  
 (iii) does not have a significant adverse effect on the  
 environment beyond the boundary of Te Urew-  
 era; and 20  
 (b) section 11 and Part 10 of the Resource Management Act  
 1991 do not apply to leases over Te Urewera granted by  
 the Board under **Parts 5 to 7**.

Subpart 2—Te Urewera management plan

*Preparation, approval, purpose, and scope of  
 plan* 25

**151 Obligation on Board to prepare and approve management  
 plan for Te Urewera**

- (1) The Board must prepare and approve Te Urewera management  
 plan in accordance with this subpart. 30  
 (2) Public notice, as required by **clause 19(1)(c) of Schedule  
 6**, must be given not later than 1 year after the settlement date  
 that a draft management plan is to be prepared.

- (3) Further provision is made for the preparation, notification, consideration, and approval of the management plan in **Part 2 of Schedule 6**.

### 152 Purpose of Te Urewera management plan

The purpose of Te Urewera management plan is— 5

- (a) to identify how the purpose of **Parts 5 to 7** is to be achieved through the management of Te Urewera; and  
 (b) to set objectives and policies for Te Urewera.

### 153 Contents of Te Urewera management plan

(1) The management plan must— 10

- (a) state the objectives and policies for the integrated management of Te Urewera; and  
 (b) identify relevant values at places within Te Urewera, including values relating to—  
 (i) indigenous species, habitats, and ecosystems; 15  
 and  
 (ii) cultural and historical heritage; and  
 (iii) recreational values; and  
 (iv) scenic, geological, soil, and landform features; 20  
 and  
 (v) freshwater fisheries and freshwater fish habitats; and  
 (c) identify the outcomes planned for specified places within Te Urewera—  
 (i) that are consistent with the values under **paragraph (b)**; and 25  
 (ii) ~~taking~~ that take into account relevant national species recovery and management objectives; and  
 (d) explain how any conflicts between planned outcomes will be resolved; and 30  
 (e) identify any effects of activities undertaken within Te Urewera and explain how adverse effects are to be minimised; and  
 (f) identify any places in Te Urewera that have been given 35  
 international recognition in agreements ~~that have been~~  
 -ratified or given legal standing in New Zealand and pro-

- vide for the management of those places accordingly, where this is consistent with the ~~purposes~~purpose of **Parts 5 to 7**; and
- (g) identify whether there is a need to create specially protected areas, wilderness areas, or amenity areas; and 5
  - (h) identify the criteria for decision making in respect of Te Urewera, including decisions on applications for activity permits and concessions; and
  - (i) identify what regular monitoring and evaluation of Te Urewera ought to be undertaken; and 10
  - (j) identify the matters proposed to be regulated by bylaws.
- (2) The management plan may address any other matters relevant to achieving the purpose of **Parts 5 to 7**.

**154 Relationship between management plan and conservation planning documents** 15

- (1) Every person or entity that prepares, approves, or reviews the management plan may have regard to any relevant conservation planning document.
- (2) Every person or entity that prepares, approves, or reviews a conservation planning document that is relevant to Te Urewera must have regard to the management plan. 20

*Review of management plan*

**155 Review and amendment of management plan**

- (1) The Board must commence a review of the management plan not later than 10 years after the date of the previous approval of that plan. 25
- (2) Despite **subsection (1)**, the Board may undertake a review of the management plan, in whole or in part, and amend it if, at any time, it considers that is necessary or desirable to ensure that the plan takes account of increased knowledge or changing circumstances. 30
- (3) Amendments must be made in accordance with **section 154(1)** and the process set out in **Part 2 of Schedule 6**.
- (4) However, the provisions of **clauses 22(4) and 23 of Schedule 6** may be followed for making an amendment if the Board 35

considers the amendment to be such that it does not materially affect—

- (a) the objectives and policies expressed in the management plan; or
- (b) the public interest in Te Urewera. 5

### *Transitional*

#### **156 Transitional provision**

- (1) Until the date when the management plan required by **section 151** is approved under this Part, Te Urewera National Park management plan approved on 12 February 2003 under section 48 of the National Parks Act 1980 applies to Te Urewera, to the extent that it is not inconsistent with **sections 111 and 112**, as if that plan were approved for Te Urewera. 10
- (2) To avoid doubt, **section 155** applies to the Te Urewera National Park management plan, with the necessary modifications, until the date when the management plan required by **section 151** is approved under this Part. 15

### Subpart 3—Operational management of Te Urewera

#### **157 Responsibilities of chief executive and Director-General** 20

- (1) The chief executive and the Director-General are responsible for the operational management of Te Urewera.
- (2) The operational management of Te Urewera must be in accordance with—
  - (a) **Parts 5 to 7**; and 25
  - (b) Te Urewera management plan; and
  - (c) the Board’s statement of priorities; and
  - (d) the annual operational plan.
- (3) The process for preparing an operational plan is set out in **Part 3 of Schedule 6**. 30

#### **158 Board’s statement of priorities**

- (1) Each year the Board must adopt and issue a statement of priorities for implementing the management plan in the following year.

- (2) The Board must—
- (a) give public notice, in whatever manner it considers appropriate, of its adoption of the statement of priorities; and
  - (b) provide a copy of the statement of priorities to the chief executive and the Director-General. 5

**159 Powers and obligations**

- (1) The Director-General and every other person who performs functions and exercises powers and duties under the Conservation Act 1987 has the powers that are necessary or expedient for the performance of the functions and exercise of the powers and duties under **Parts 5 to 7**. 10
- (2) Those functions, powers, and duties must be performed and exercised in accordance with—
- (a) **Parts 5 to 7**; and 15
  - (b) the Conservation Act 1987.
- (3) **Subsection (2)(b)** does not limit **subsection (2)(a)**.

**160 Annual operational plan**

- (1) Each year the chief executive and the Director-General must prepare an annual operational plan for the operational management of Te Urewera in the following year. 20
- (2) The operational plan must—
- (a) reflect the purpose of **Parts 5 to 7**; and
  - (b) as far as practicable, implement the management plan; and 25
  - (c) as far as practicable, implement the Board’s statement of priorities for the relevant year; and
  - (d) identify the funding for the management of Te Urewera for the relevant year that is available from— 30
    - (i) the chief executive; and
    - (ii) the Director-General; and
  - (e) describe the management activities that are planned for Te Urewera, including— 35
    - (i) capital and operational projects; and
    - (ii) policy and planning projects; and
    - (iii) projects spanning more than 1 financial year; and
    - (iv) restoration and maintenance activities; and

- (v) contracts for management activities; and
  - (vi) the processing of applications for concessions and activity permits; and
  - (vii) the monitoring of activities undertaken under activity permits and concessions; and 5
  - (f) identify the responsibility of the chief executive and Director-General for particular management activities; and
  - (g) identify opportunities for members of Tūhoe to carry out or participate in management activities; and 10
  - (h) identify priorities and actions for building Tūhoe capability to undertake operational management in Te Urewera; and
  - (i) include any other information relevant to the operational management of Te Urewera. 15
- (3) The annual operational plan may refer to funding that extends over more than 1 year.
- (4) The nature and extent of funding referred to in **subsection (2)(d)** is solely at the discretion of the body or person providing that funding. 20
- (5) Implementation of the matters identified under **subsection (2)(b), (c), and (e)** is required only to the extent that funding and other resources make that practicable.
- 161 Kaimahi**
- (1) The chief executive or the Director-General may appoint persons to act in an honorary capacity as kaimahi for the purposes of operational management in Te Urewera. 25
- (2) Persons appointed under **subsection (1)**—
- (a) may be appointed for a term of not more than 3 years, but may be reappointed; and 30
  - (b) are not employed, or deemed to be employed, in the service of the Sovereign for the purposes of—
    - (i) the State Sector Act 1988;
    - (ii) the Government Superannuation Fund Act 1956.

### Subpart 4—Authorisation of certain activities in Te Urewera

#### 162 Categories of activity

- (1) There are 4 categories of activity that may be undertaken in Te Urewera, as follows: 5
- (a) activities described in **section 163** (activities for which no authorisation is required):
  - (b) activities described in **section 165** (activities which may only be undertaken if authorised by an activity permit granted by the Board): 10
  - (c) activities (including a trade, business, or occupation) authorised by a concession granted by the Board under **section 168**:
  - (d) activities otherwise authorised by or under **Parts 5 to 7**. 15
- (2) An activity permit or concession obtained from the Board under this subpart does not exempt a person from obtaining any other authorisation required by any other enactment.
- (3) Further provision is made in **Schedule 7** for the granting and operating of activity permits and concessions. 20

#### 163 Activities for which no authorisation required

The following classes of activity may be undertaken in Te Urewera without authorisation:

- (a) a cultural, recreational, or educational activity that—
  - (i) is undertaken by an individual or group without any specific gain or reward for that activity, whether pecuniary or otherwise (other than a reasonable charge to recover the reasonable expenses of organising the activity); and
  - (ii) otherwise complies with **Parts 5 to 7**: 25 30
- (b) a mining activity that is authorised under the Crown Minerals Act 1991:
- (c) an activity carried out by or on behalf of the Board, the chief executive, or the Director-General in relation to the management of Te Urewera under **Parts 5 to 7**, the management plan, and the annual operational plan: 35
- (d) an activity that is necessary to—

- (i) save or protect human life or health; or
- (ii) prevent serious damage to property; or
- (iii) avoid an actual or likely adverse effect on the environment within Te Urewera.

- 164 Requirements applying to authorisations** 5
- (1) Any person may apply to the Board for authorisation of an activity under an activity permit or a concession, as relevant.
- (2) In determining an application, the Board must be satisfied—
- (a) that a proposed activity is not contrary to **Parts 5 to 7**; and 10
  - (b) in the case of the activities described in **clauses 1 to 6** of **Schedule 7**, that the requirements of those clauses are complied with.

*Activity permits*

- 165 Activities requiring activity permit** 15
- The following activities must not be undertaken in Te Urewera unless they are authorised by an activity permit issued by the Board:
- (a) taking, cutting, or destroying any plant, whether indigenous or exotic: 20
  - (b) disturbing, trapping, taking, hunting, or killing any animal, whether indigenous or exotic (other than sports fish):
  - (c) possessing dead protected wildlife for any cultural or other purpose: 25
  - (d) entering specially protected areas:
  - (e) making a road or altering an existing road:
  - (f) establishing accommodation:
  - (g) farming:
  - (h) recreational hunting: 30
  - (i) any activity that would otherwise be an offence under **Parts 5 to 7**.

- 166 Process for determining applications for activity permits**
- (1) The Board must develop and make publicly available, in whatever manner it considers appropriate, a process and procedures 35

for receiving, processing, and determining applications for activity permits.

- (2) The process must accord with good administrative practice and must cover such matters as—
- (a) the power of the Board to request further information or commission reports: 5
  - (b) the power of the Board to set fees for processing applications or for the use of facilities and structures, as provided for in **clause 34 of Schedule 7**:
  - (c) criteria for when it will be appropriate to give public notice, as provided for in **clause 35 of Schedule 7**, in relation to an application, accepting public submissions, and conducting a public hearing: 10
  - (d) the power of the Board to reject an application as being incomplete or inconsistent with **Parts 5 to 7** or the management plan: 15
  - (e) the power of the Board to impose conditions on an activity permit.

#### **167 Application of Wildlife Act 1953**

- (1) The Board and the Director-General must jointly develop and make available a process for dealing with applications for authorisations that are required under both this subpart and the Wildlife Act 1953. 20
- (2) The process required by **subsection (1)** must—
- (a) promote an efficient processing and determination of those applications; and 25
  - (b) preserve the ability of each statutory decision maker to determine an application in accordance with the relevant enactment.
- (3) The Board may grant an activity permit to possess, for cultural purposes, dead protected wildlife found and lawfully taken in Te Urewera. 30
- (4) If the Board has granted an activity permit under **subsection (3)**, a permit is not required under the Wildlife Act 1953 for that activity. 35

**167A Relationship with Fish and Game Council**

As soon as is reasonably practicable after the settlement date, the Board and the Fish and Game Council with jurisdiction in the locality of Te Urewera must commence discussions for the purpose of entering into a memorandum of understanding that records how the Board and the relevant Council will work together in a co-ordinated and co-operative way to ensure that they carry out their statutory functions under **Parts 5 to 7** and the Conservation Act 1987.

*Concessions***168 Activities requiring concessions**

- (1) The Board may grant concessions in the form of a lease, licence, permit, or easement, but only if the activity to which the concession relates is not inconsistent with the management plan. 15
- (2) Every activity that is or includes a trade, business, or occupation undertaken for specific gain or other reward, whether pecuniary or otherwise, must be authorised by a concession.
- (3) Application must not be made for a concession if the Board has exercised a power under **clause 30 of Schedule 7** to initiate a process and the application would be inconsistent with that process. 20

*Authorisation for biological control***169 Introduction of biological control organisms**

- (1) In order to control wild animals, animal pests, or plant pests in Te Urewera, the Minister may approve the introduction of any biological control organism into Te Urewera. 25
- (2) Before granting an approval, the Minister must—
  - (a) consult the Board and have regard to its views; and
  - (b) undertake a risk assessment, including an assessment of alternative methods of control, based on scientific advice supported by research; and 30
  - (c) have regard to whether—
    - (i) a biological control organism, if introduced into Te Urewera, would itself become a problem or adversely affect any indigenous organism; and 35

- (ii) there is sufficient scientific advice supported by research to indicate that the adverse impacts described in **subparagraph (i)** would occur.
- (3) The Minister must not grant an approval under **subsection (1)** that is inconsistent with— 5
  - (a) any relevant enactment, including **Parts 5 to 7**; or
  - (b) the management plan; or
  - (c) any relevant conservation planning document.

**170 Crown Minerals Act 1991**

- (1) Despite anything in **Parts 5 to 7**, Te Urewera land is to be treated as if it were Crown land described in Schedule 4 of the Crown Minerals Act 1991. 10
- (2) Section 61 of the Crown Minerals Act 1991 applies to the Board as if references to the appropriate Minister or Minister of Conservation in that section were references to the Board. 15

Subpart 5—Review of governance and  
management of Te Urewera

**171 Independent review to be undertaken**

- (1) An independent review of the governance and management of Te Urewera must be undertaken, commencing on the fifth anniversary of the settlement date. 20
- (2) The purpose of the review is to review—
  - (a) the extent to which the purpose of **Parts 5 to 7** is being achieved; and
  - (b) without limiting the generality of **paragraph (a)**,— 25
    - (i) the functioning of the Board; and
    - (ii) the decision-making process of the Board, including the voting process provided for by **section 143**; and
    - (iii) the structure and functioning of any committees; and 30
    - (iv) the funding for the governance and management of Te Urewera.
- (3) The review must provide recommendations, if appropriate, to the appointers on any matter considered in the review. 35

- (4) Further reviews may be conducted at any later date by agreement of the relevant appointers.

**172 Appointment of reviewer or review panel**

- (1) The chair of the trustees and the Minister must jointly appoint a reviewer for the purpose of **section 171**, or may appoint more than 1 reviewer as a review panel. 5
- (2) The appointment must include the terms of reference.
- (3) The reviewer must act in accordance with the terms of reference.
- (4) In this section and **sections 173 and 174**, **reviewer** includes a review panel of more than 1 reviewer. 10

**173 Obligations of reviewer**

- (1) In undertaking the review, the reviewer must discuss matters that the reviewer considers relevant to the review with— 15
- (a) the Board; and
  - (b) the chief executive and the Director-General; and
  - (c) other persons or entities that the reviewer considers appropriate.
- (2) The Board, the chief executive, and the Director-General must— 20
- (a) co-operate with and assist the reviewer in undertaking the review; and
  - (b) provide information that is reasonably requested by the reviewer if it is reasonably practicable to do so.
- (3) The reviewer must provide a draft report to the Board, the chair of the trustees, and the Minister, who may provide comments to the reviewer. 25
- (4) The reviewer must consider those comments and supply the final report to those persons.

**174 Response on review report** 30

- (1) The chair of the trustees and the Minister must, as soon as is reasonably practicable, consider and agree their response to the findings and recommendations of the reviewer set out in the final review report.
- (2) The final review report must be— 35

- (a) made publicly available by the chair of the trustees and the Minister; and
  - (b) presented to the House of Representatives by that Minister.
- (3) The chair of the trustees and the Minister must work together to implement their agreed response to the final review report. 5

**175 Costs**

The costs of the independent review conducted under this subpart must be met equally by the persons appointing the reviewer. 10

Subpart 6—Bylaws, compliance and  
enforcement, offences, penalties, and other  
matters

*Bylaws*

**176 Board may make bylaws** 15

- (1) The Board may make bylaws to regulate conduct, including bylaws for any of the following purposes:
- (a) the management, safety, and preservation of Te Urewera and the safety and preservation of the indigenous plants and animals in Te Urewera: 20
  - (b) the safety and protection of the public using Te Urewera:
  - (c) excluding the public from any specified part of Te Urewera:
  - (d) prescribing the conditions on which persons may— 25
    - (i) have access to, or be excluded from, any part of Te Urewera:
    - (ii) use any building or facility in Te Urewera:
  - (e) prescribing charges for the admission of persons to any part of Te Urewera set apart for a specified purpose of public recreation or for the use of any building or facility: 30
  - (f) prescribing conditions on which persons may be permitted to enter, or remain in, a wilderness area within Te Urewera: 35

- 
- (g) prescribing conditions for the use of camping sites or picnic places in Te Urewera and fixing charges for their use:
  - (h) prohibiting or regulating the use or parking of vehicles or the use or mooring of boats in Te Urewera: 5
  - (i) setting apart parking areas within Te Urewera, prescribing conditions and fixing charges for their use, and providing for the removal of motor vehicles that are parked in breach of the conditions:
  - (j) prohibiting or regulating the use of internal combustion engines in Te Urewera, whether or not the engine is the means of propulsion of a vehicle, boat, machine, or appliance: 10
  - (k) prescribing the safety devices that must be fitted to any machinery or device operated in Te Urewera under the authority of an agreement made, or a lease or licence granted, by the Board, including regulation of the operation and maintenance of the machinery or device: 15
  - (l) prohibiting aircraft from hovering over or landing on any part of Te Urewera: 20
  - (m) prescribing conditions on which operators and pilots in command of aircraft may land, take off, or set down, pick up, or recover within Te Urewera any person, live-stock, carcass, or article of any kind:
  - (n) prohibiting or restricting animals from being taken into, or used in, Te Urewera: 25
  - (o) prescribing, for the breach of any bylaw made under this section, fines not exceeding—
    - (i) \$10,000 in any 1 case in respect of a breach of bylaws prescribed under **paragraphs (l) or (m)**: 30
    - (ii) \$5,000 in any 1 case in respect of any other by-laws made under this section.
- (2) If the Board intends to make a bylaw under this section, the Board—
- (a) must seek advice on the content of the proposed bylaw from the chief executive and the Director-General and may seek comments from other persons or organisations that the Board considers appropriate; and 35

- (b) must, together with the chief executive and the Director-General, prepare a draft set of bylaws to submit to the Minister for approval.
- (3) Bylaws made under this section—
  - (a) must be consistent with **Parts 5 to 7** and the management plan; and 5
  - (b) must be approved by the Minister and, once approved, notified in the *Gazette* by the Minister; and
  - (c) take effect on the date specified in the *Gazette* notice.
- (4) Despite any other enactment, bylaws made under this section are disallowable instruments but not legislative instruments for the purpose of the Legislation Act 2012 and must be presented to the House of Representatives under section 41 of that Act. 10
- (5) Bylaws made under the National Parks Act 1980 and applying immediately before the settlement date to Te Urewera land remain in force until they expire or are revoked under the National Parks Act 1980. 15

### *Compliance and enforcement*

- 177 Compliance and enforcement policy and training** 20
- (1) The Board may prepare and approve a compliance and enforcement policy for Te Urewera.
  - (2) For the purpose of undertaking compliance and enforcement under this subpart, the chief executive and the Director-General must— 25
    - (a) agree the content of training that is appropriate for the exercise of the compliance and enforcement powers and duties of warranted officers; and
    - (b) make provision for such training.
  - (3) All persons responsible for undertaking compliance and enforcement duties must have regard to any compliance and enforcement policy approved by the Board. 30
  - (4) The chief executive and the Director-General must—
    - (a) co-ordinate the exercise of compliance and enforcement powers conferred by **Parts 5 to 7**; and 35
    - (b) jointly submit to the Board an annual report on the compliance and enforcement undertaken in Te Urewera.

- (5) In this section, **warranted officer** means a person who is issued with a written warrant under **section 178**, whether that person is—
- (a) employed by the chief executive or the Director-General for compliance and enforcement duties under **Parts 5 to 7**; or 5
  - (b) engaged in an honorary capacity by the chief executive or the Director-General for compliance and enforcement duties under **Parts 5 to 7**.
- 178 Warranting** 10
- (1) The chief executive and the Director-General may jointly issue a written warrant to a person if the chief executive and the Director-General—
- (a) agree that the person is a fit and proper person to exercise and perform the powers and duties of a warranted officer; and 15
  - (b) are satisfied that the person has—
    - (i) received the appropriate training; and
    - (ii) received the required qualification associated with that training. 20
- (2) A warrant issued under this section—
- (a) must state the powers that the person is authorised to exercise: 25
  - (b) may be issued for a term not exceeding 3 years and may be renewed:
  - (c) may be surrendered voluntarily by written notice to the chief executive or Director-General, as appropriate:
  - (d) must be surrendered to the chief executive or Director-General, as appropriate, when the term of appointment ends or the person ceases to be warranted for any reason. 30
- 179 Powers of warranted officers**
- A warranted officer may exercise the powers conferred by **Parts 5 to 7**.
- 180 Constables** 35
- Every constable has the powers of a warranted officer for the purposes of compliance and enforcement under **Parts 5 to 7**.

**181 Warrants under other legislation**

- (1) The following persons may exercise, within Te Urewera, the powers and duties conferred on them by or under other legislation:
- (a) rangers appointed under section 38(1) of the Wildlife Act 1953; and 5
  - (b) fish and game rangers appointed under section 26FA of the Conservation Act 1987, in respect of sports fish and game birds; and
  - (c) fishery officers and honorary fishery officers appointed under Part 11 of the Fisheries Act 1996, in respect of freshwater fisheries. 10
- (2) **Clauses 4 and 5 of Schedule 8** apply to existing and temporary warrants issued under the Conservation Act 1987.

*Offences*

15

**182 Offences in Te Urewera**

- (1) Every person commits an offence who, without being authorised under **Parts 5 to 7**, the Crown Minerals Act 1991, or any bylaw made under **section 176**,—
- (a) causes or allows an animal owned by, or under the control of, that person to trespass on Te Urewera; or 20
  - (b) takes an animal into, or liberates an animal in, Te Urewera; or
  - (c) plants a plant, or sows or scatters the seed of a plant, or introduces any substance that the person knows or ought to have known is injurious to plant or animal life, in Te Urewera; or 25
  - (d) removes or wilfully damages any, or any part of, any plant, stone, mineral, gravel, kauri gum, or protected New Zealand object in Te Urewera; or 30
  - (e) wilfully digs, cuts, excavates, or damages the turf in Te Urewera; or
  - (f) occupies or uses any land in Te Urewera for cultivation or any other purpose; or
  - (g) wilfully damages or defaces a fence, a building, or any apparatus in Te Urewera; or 35

- (h) takes, destroys, or wilfully injures, or in any manner disturbs or interferes with, an indigenous animal or the nest or eggs of a indigenous animal in Te Urewera; or
- (i) erects a building, a sign, a hoarding, or any apparatus in Te Urewera; or 5
- (j) does anything in Te Urewera that requires a lawful authority under **Parts 5 to 7**—
- (i) without an authority; or
- (ii) in breach of the authority; or
- (k) in any way interferes with or damages a natural or historic feature of Te Urewera; or 10
- (l) refuses to give the information when requested under **clause 6 of Schedule 8**; or
- (m) after being asked to desist or stop under **clause 7 or 8 of Schedule 8**, fails to do so. 15
- (2) Every person commits an offence against **Parts 5 to 7** who,—
- (a) when required by notice from the chief executive or the Director-General to remove from Te Urewera an animal owned by, or under the control of, that person, fails to do so within the period specified in the notice: 20
- (b) being the driver of a vehicle or the pilot of an aircraft or the person in charge of a boat that is illegally in Te Urewera or part of it, fails or refuses to remove that vehicle, aircraft, or boat when required to do so by a warranted officer: 25
- (c) without a concession or other right or authority, does or causes something to be done for which a concession or other right or authority is required by **Parts 5 to 7**:
- (d) unlawfully alters, obliterates, defaces, pulls up, removes, interferes with, or destroys boundary marks, or a stamp, mark, sign, poster, intentions book, concession, or right or authority issued by the Board, the chief executive, or the Director-General. 30
- (3) Every person commits an offence against **Parts 5 to 7** who uses, receives, sells, or otherwise disposes of an item specified in **subsection (1)(d) or (h)** knowing it to have been removed unlawfully from Te Urewera. 35
- (4) Every person commits an offence against **Parts 5 to 7** who, without being authorised under **Parts 5 to 7**,—

- (a) is in possession of a chainsaw, firearm, trap, net, or other like object in Te Urewera; or
- (b) discharges a firearm in Te Urewera; or
- (c) from outside Te Urewera, shoots at an animal or other object or thing inside Te Urewera with a firearm. 5
- (5) If a person is found discharging a firearm in breach of **subsection (4), clause 11(8) of Schedule 8** applies to that firearm as if it were illegally in the possession of that person in Te Urewera.
- (6) Every person commits an offence against **Parts 5 to 7** who breaches a bylaw made under **section 176** and is liable on conviction to the penalty prescribed under **section 176(1)(o)**. 10
- (7) In addition to any penalty for which the person may be liable, a person convicted of an offence under this section is liable to pay the cost of any loss or damage, or expenses caused by or arising from the action constituting the offence (which may include salaries, wages, and incidental expenses incurred in investigating the offence or in remedying the loss or damage caused by that action). 15
- (8) The proof of authorisation for the purposes of **subsection (1) or (4)** must be established by the person charged. 20
- (9) For the purpose of **subsection (7)**, the cost or value must be assessed by a District Court Judge and is recoverable as if it were incurred as a fine.
- 183 Offences against warranted officers** 25
- Every person commits an offence against **Parts 5 to 7** who—
- (a) wilfully obstructs a warranted officer acting in the execution of any of the functions, powers, or duties conferred or imposed by or under this subpart:
- (b) not being a warranted officer, represents that he or she is such an officer. 30

### *Penalties*

- 184 Penalties for specified offences**
- (1) Every person who commits an offence against any of the provisions listed in **subsection (2)** is liable on conviction to the penalties prescribed in **subsection (3)**. 35

- (2) the provisions are—
- (a) **section 182(1)(a) to (i) and (k):**
  - (b) **section 182(2)(a) and (b):**
  - (c) **section 182(4)(b) and (c):**
  - (d) **section 183(a).** 5
- (3) The penalties are,—
- (a) in the case of an individual, imprisonment for a term not exceeding 2 years or a fine not exceeding \$100,000, or both:
  - (b) in the case of a body corporate, a fine not exceeding \$200,000: 10
  - (c) in any case where the offence is a continuing one, a further fine not exceeding \$10,000 for every day on which the offence continues.
- 185 Penalties not otherwise prescribed** 15
- Every person who commits an offence against **Parts 5 to 7** for which no penalty is prescribed elsewhere in **Parts 5 to 7** is liable, on conviction, to,—
- (a) in the case of an individual, imprisonment for a term not exceeding 1 year or a fine not exceeding \$100,000, or both: 20
  - (b) in the case of a body corporate, a fine not exceeding \$200,000:
  - (c) in any case where the offence is a continuing one, a further fine not exceeding \$10,000 for every day on which the offence continues. 25
- 186 Penalties for offences committed for commercial gain**
- (1) If a person is convicted of an offence against **Parts 5 to 7**, and it is proved beyond reasonable doubt on sentencing that the offence was committed for the purpose of commercial gain or reward (whether or not any gain or reward is realised), the person is liable, in place of any penalty otherwise prescribed,—
- (a) in the case of an individual, to imprisonment for a term not exceeding 5 years or to a fine not exceeding \$300,000, or both: 35
  - (b) in the case of a body corporate, to a fine not exceeding \$300,000:

- (c) in any case, if the offence is a continuing one, a further fine not exceeding \$20,000 for every day on which the offence continues.
- (2) **Subsection (1)** is not limited by any other provisions in this subpart. 5

### *Proceedings*

#### **187 Proceedings in respect of offences**

- (1) Any person may commence a proceeding under **Parts 5 to 7**.
- (2) If the Board, the chief executive, or the Director-General proposes to commence a proceeding under **Parts 5 to 7**, that person must inform the others of— 10
- (a) the particulars of the offence; and
  - (b) the nature of the proposed proceeding, including the time when that person intends to commence it.
- (3) There is no duty on any person, other than those referred to in **subsection (2)**, to inform any person of the intention to commence a proceeding. 15

#### **188 Limitation period for filing charging document**

Despite anything to the contrary in section 25 of the Criminal Procedure Act 2011, the limitation period in respect of offences against **Parts 5 to 7** ends on the day that is 12 months from the date of the discovery of the offence. 20

#### **189 Presumptions relating to offences**

- (1) If a person is found in possession of a plant, stone, mineral, egg, nest, animal, taonga tūturu, or part of any similar thing in the vicinity of Te Urewera, and fails or refuses to give a satisfactory account, when asked by a warranted officer, as to how the thing has come to be in that person's possession, that is to be treated as evidence that the person removed it from Te Urewera. 25 30
- (2) In a proceeding for an offence against **Parts 5 to 7** or against a bylaw made under **section 176**, unless there is proof to the contrary, it is presumed that a map or plan specifying the location where the offence is alleged to have taken place, if signed by the chief executive of Land Information New Zealand, is 35

sufficient evidence that the location is within Te Urewera without the personal attendance of that chief executive or proof of his or her signature.

*Control of dogs in Te Urewera*

- 190 Control of dogs** 5
- (1) No person who owns or is in charge of a dog may allow the dog to be in Te Urewera unless permitted by or under **Parts 5 to 7** or by a bylaw made under **section 176**.
- (2) Provision is made in **Part 2 of Schedule 8** for further matters relevant to dog control in Te Urewera. 10
- 191 Dog control permits**
- (1) Subject to **clause 13 of Schedule 8**, the Board may from time to time issue a dog control permit to allow the owner or person in charge of a dog to take the dog into Te Urewera or the part of Te Urewera specified in the permit. 15
- (2) Without limiting **subsection (1)**, the Board may refuse to issue a dog control permit if the permit is sought—
- (a) for a dog that is classified as a dangerous dog under section 31 of the Dog Control Act 1996 or is not registered under that Act; or 20
- (b) by a person who—
- (i) is classified under section 21(1) of the Dog Control Act 1996 as a probationary owner; or
- (ii) is disqualified under section 25 of the Dog Control Act 1996 from being the owner of any dog; 25
- or
- (iii) has been convicted of an offence under the Dog Control and Hydatids Act 1982; or
- (iv) has been convicted of an offence against **section 192** or under section 26ZZP or 26ZZQ of the 30
- Conservation Act 1987; or
- (v) has been convicted of an offence against the Wildlife Act 1953, the Marine Mammals Protection Act 1978, or the Trade in Endangered Species Act 1989, or against regulations made 35
- under any of those Acts.

- (3) Every dog control permit issued under **subsection (1)** is subject to—
- (a) the condition that the holder carry the permit on his or her person whenever the holder is in Te Urewera and is accompanied by the dog; and 5
  - (b) other conditions that the Board thinks fit to impose.
- (4) Every dog control permit issued under **subsection (1)** must state the activity and purpose for which it is issued.

## 192 Offences in relation to dogs

- (1) Every person commits an offence against **Parts 5 to 7** and is liable on conviction to imprisonment for a term not exceeding 12 months or to a fine not exceeding \$10,000 or to both who— 10
- (a) is the owner of a dog or person in charge of a dog and who allows the dog, contrary to **section 190**, to be in Te Urewera; or 15
  - (b) is a person authorised by or under **Parts 5 to 7** to take a dog into Te Urewera, but fails to keep the dog under proper control; or
  - (c) is the owner of a dog or person in charge of a dog, but fails to comply with any condition of a dog control permit. 20
- (2) Without limiting **subsection (1)(b)**, for the purposes purpose of **Parts 5 to 7**, a dog is not under proper control if it is found at large in Te Urewera.

### *Fines payable to Board* 25

## 193 Board to receive fines

- (1) Fines imposed and recovered in any proceedings under this subpart must be paid to the Board.
- (2) Money received by the Board under this section is subject to— 30
- (a) **section 146(1)**; and
  - (b) section 73 of the Public Finance Act 1989.

## Part 7 Te Urewera land and related matters

### *Interpretation*

- 194 Interpretation**
- In this Part, unless the context requires otherwise,— 5
- Crown improvements** means the improvements—
- (a) attached to Te Urewera establishment land; and
  - (b) owned by the Crown immediately before the settlement date
- historical Treaty claim** has the meaning given in section 2 of the Treaty of Waitangi Act 1975 10
- LINZ** means Land Information New Zealand
- Māori freehold land** has the meaning given in section 4 of Te Ture Whenua Maori Act 1993
- private land** means land that is held in fee simple by any person other than the Sovereign, and includes Māori freehold land 15
- Te Urewera easements** means—
- (a) the right of way easement created by Transfer H731315.3 registered on computer freehold registers SA27A/847 and SA38D/87; and 20
  - (b) the right of way easement created by Transfer H679634.3 registered on computer freehold register SA49A/375; and
  - (c) the easements referred to in **section 205** if the required easements are registered by the Crown before the settlement date. 25
- Subpart 1—Provisions for registration and other matters relating to Te Urewera land
- 195 Registration of Te Urewera establishment land in Te Urewera** 30
- (1) The Registrar-General must, in accordance with a written application by a person authorised by the Director-General,—
    - (a) create, in the name of Te Urewera, 1 computer freehold register for the fee simple estate in Te Urewera establishment land; and 35
    - (b) record on the computer freehold register—

- (i) any interests that are registered, notified, or notifiable (including the Te Urewera easements), and are described in the application; and
  - (ii) a notation that the establishment land is subject to **Parts 5 to 7**; and 5
  - (iii) for the purpose of **section 197**, a notation that the register is limited as to parcels.
- (2) Despite the registration of Te Urewera establishment land in the name of Te Urewera, the Board must exercise and perform all the rights, powers, and duties of the registered proprietor of the establishment land on behalf of, and in the name of, Te Urewera. 10
- (3) The Registrar-General must have regard to **subsection (2)**.
- (4) A computer freehold register must be created for the establishment land as soon as is reasonably practicable after the settlement date, but ~~no~~ not later than 24 months after that date. 15
- (5) **Subsection (1)** applies despite—
- (a) the Land Transfer Act 1952 or any other enactment or rule of law; and
  - (b) the fact that Te Urewera establishment land is situated in 2 land registration districts. 20

#### **196 Resumptive memorials to be cancelled**

- (1) The following enactments cease to apply to Te Urewera land:
- (a) Part 3 of the Crown Forest Assets Act 1989:
  - (b) sections 211 to 213 of the Education Act 1989: 25
  - (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. 30
- (2) The Registrar-General must ensure that no resumptive memorials that relate to the enactments listed in **subsection (1)** are entered on the register for Te Urewera land.

**197 Interests of registered proprietors of adjacent land not affected**

The computer freehold register for Te Urewera land does not adversely affect or in any way limit the title of a registered proprietor of land adjacent to Te Urewera land.

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**198 Existing interests to continue**

(1) Any interests relating to Te Urewera establishment land immediately before its vesting by **section 119** are existing interests (**existing interests**).

(2) Existing interests continue to apply, with any necessary modification, until the interest expires or is terminated. 10

(3) For the purposes of the existing interests, on and from the settlement date,—

(a) in any case where the interest has been granted by or to the Crown, the Crown is deemed to have been replaced by the Board as the grantor or grantee; and 15

(b) if the context requires, references to other enactments are to be read as references to **Parts 5 to 7**; and

(c) references to Te Urewera National Park are to be read as references to Te Urewera. 20

(4) Despite **subsection (3)(a)**, a variation to, or renewal of, an interest relating to Tāwhiuau Maunga must have the written consent of the trustees of Te Rūnanga o Ngāti Manawa.

(5) In this section, **Tāwhiuau Maunga** and **trustees of Te Rūnanga o Ngāti Manawa** have the meanings given in **section 235**. 25

**199 Application of other enactments**

(1) Nothing in Part 4A of the Conservation Act 1987 or the Public Works Act 1981 applies to the vesting of the fee simple estate in Te Urewera land. 30

(2) Nothing in Te Ture Whenua Maori Act 1993 applies to Te Urewera land.

(3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this subpart, of the reserve status of any part of Te Urewera land. 35

- (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 Te Urewera land; or
  - (b) any matter incidental to, or required for the purpose of, the vesting. 5
- (5) The vesting of the fee simple estate in Te Urewera land does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or 10
  - (b) affect other rights to subsurface minerals in Te Urewera land.
- (6) 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 Te Urewera land. 15

*Official geographic names*

**200 Official geographic names discontinued**

- (1) The official geographic name of Te Urewera National Park is discontinued. 20
- (2) If any part of Te Urewera land was a Crown protected area immediately prior to its vesting, the official geographic name of that land is discontinued.
- (3) The New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa must amend the Gazetteer to record that the relevant official geographic names have been discontinued by this section. 25
- (4) In this section, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008. 30

*Improvements*

**201 Ownership of improvements**

- (1) Crown improvements— 35

- (a) remain vested in the Crown; and
- (b) may be used, occupied, accessed, maintained, removed, or demolished by the chief executive or the Director-General in a manner that is consistent with—
  - (i) the management plan; and 5
  - (ii) the annual operational plan for Te Urewera.
- (2) **Subsection (1)(b)** applies only to the extent that the use, occupation, access, maintenance, removal, or demolition of the improvements is not inconsistent with—
  - (a) the terms of an existing interest (within the meaning of **section 198(1)**); or 10
  - (b) any existing grant by the Crown to a third party for the use of the improvements.
- (3) Other improvements attached to the establishment land that are not governed by an existing interest (within the meaning of **section 198(1)**) are vested in—
  - (a) the person or body that attached the improvement to the land; or 15
  - (b) if that person or body no longer exists or no longer has an interest in the improvement, the person or body who 20
    - would have had ownership rights to the improvement immediately before the vesting, as if the improvement were personal property.

### *Liabilities*

- 202 Certain liabilities excluded** 25
- Rates*
- (1) Te Urewera land is to be treated as if Te Urewera were listed in clause 1 of Part 1 of Schedule 1 of the Local Government (Rating) Act 2002.
- Fire Authority levies* 30
- (2) No levy may be imposed on the Board in respect of Te Urewera land under section 45(3) or 46(3) of the Forest and Rural Fires Act 1977.
- Contamination of land*
- (3) The Crown, and not the Board, is responsible for any liability 35
    - to remediate Te Urewera land that is contaminated, if the con-

tamination occurred at any time while the Crown owned the land.

- (4) In **subsection (3), contaminated land** has the meaning given in section 2(1) of the Resource Management Act 1991.

- 203 Costs of meeting any liability** 5
- (1) This section applies if—
- (a) the Board has a liability arising from acting on behalf of Te Urewera; and
  - (b) the Board cannot meet the costs or other obligations imposed by that liability. 10
- (2) The Board must, at the earliest practicable opportunity, give written notice of the matter to—
- (a) the trustees; and
  - (b) the Minister of Finance and the Minister of Conservation (the **Ministers**). 15
- (3) The notice may propose options for meeting the costs and other obligations associated with the liability.
- (4) The Board, the trustees, and the Ministers must consider and respond to any proposals any of them may make.
- (5) The trustees and the Ministers may— 20
- (a) propose options or seek proposals from the Board for meeting the liability; and
  - (b) agree to provide assistance to the Board, specifying any condition on that assistance that they consider appropriate. 25

#### *Easements required*

- 204 Easement over former Kainaha historic reserve**
- (1) The Board must, at its first meeting after the settlement date, sign and return to the Crown, in favour of the Minister for Arts, Culture and Heritage, a registrable easement in gross for a right to locate, access, and maintain headstones on the former Kainaha historic reserve, on the terms and conditions set out in part 8.2 of the documents schedule. 30
- (2) The easement—
- (a) must be enforceable in accordance with its terms despite **Parts 5 to 7** or any other enactment; and 35

- (b) is to be treated as having been granted in accordance with **Parts 5 to 7**.

### **205 Waikaremoana easements**

- (1) The Board must grant and register easements in perpetuity over the part of Te Urewera establishment land used for the operation of the Waikaremoana power station, on the terms and conditions specified by the Crown. 5
- (2) The easements—
- (a) must be enforceable in accordance with their terms, despite **Parts 5 to 7** or any other enactment; but 10
- (b) are to be treated as having been granted in accordance with **Parts 5 to 7**.
- (3) This section applies only if the Crown has not registered the easements before the settlement date.

### Subpart 2—Land added to, or removed from, Te Urewera or interests acquired 15

### **206 Land added to Te Urewera**

- (1) Any area of land outside the boundaries to Te Urewera may be added to Te Urewera under this subpart.
- (2) Land may ~~only~~ be added to Te Urewera only if— 20
- (a) it meets the criteria set out in **section 207**; and
- (b) the land is approved for addition to Te Urewera in accordance with **sections 210 to 213**, as relevant.
- (3) Land added to Te Urewera becomes Te Urewera land.

### **207 Criteria for adding land**

- (1) All land proposed for addition to Te Urewera must contain— 25
- (a) features that have significant natural, cultural, or historic values important for the connection between Tūhoe and Te Urewera, if their inclusion in Te Urewera will strengthen and maintain that connection; or 30
- (b) natural features of such distinctive natural beauty or cultural or scientific value that preservation of the land in perpetuity is of national importance; or
- (c) indigenous ecological systems and biodiversity or other natural features whose natural, cultural, or historic 35

- values are unique or so scientifically important that their preservation in perpetuity is of national importance.
- (2) An area of land outside the boundaries of Te Urewera may be considered for inclusion in Te Urewera, even if its natural, cultural, or historic values have been diminished, as long as the land— 5
- (a) is capable of restoration or regeneration, particularly if it is representative of an indigenous ecological system not elsewhere protected in New Zealand; or
  - (b) contains features that are not elsewhere protected in New Zealand but are unique, or so beautiful or scientifically important as to justify protection as part of Te Urewera; or 10
  - (c) does not have significant natural values but—
    - (i) the area has cultural or historic values significant enough to justify protection as part of Te Urewera; and 15
    - (ii) the inclusion of that land is compatible with the protection of the natural values of Te Urewera.
- 208 Other interests may be acquired** 20
- (1) The Board may acquire interests of the kind described in **subsection (3)** if the Board is satisfied as to the matters set out in **subsection (2)**.
- (2) Before exercising a power under this section, the Board must be satisfied,— 25
- (a) after considering the matters in **sections 207 and 209**, that the acquisition of an interest would be for the benefit of Te Urewera; and
  - (b) that the Board is able to secure the necessary funds for the acquisition. 30
- (3) The Board may—
- (a) enter into a contract for—
    - (i) a lease or licence over private land:
    - (ii) an easement over private land:
    - (iii) an interest of a licensee or lessee in private land. 35
  - (b) accept an easement, lease, licence, or the interest of a licensee or lessee as a gift.

- (4) An interest acquired under this section is, for the duration of the interest, subject to **Parts 5 to 7** and must be administered by the Board for the ~~purposes~~purpose of **Parts 5 to 7**.

**209 Relevant considerations for determining whether land may be added or interests acquired** 5

In considering a proposal to add land to Te Urewera or to acquire an interest, the Board, the chief executive, the Minister, and the Director-General must each consider, as relevant, the following matters:

- (a) the extent to which the land proposed to be added to Te Urewera, or any interest acquired, would contribute to— 10
- (i) achieving the purpose of **Parts 5 to 7**; and
  - (ii) protecting Te Urewera from the adverse effects of activities outside Te Urewera; and 15
  - (iii) strengthening and maintaining the connection of Tūhoe with Te Urewera; and
  - (iv) achieving protection of a nationally representative range of ecosystems, natural features, scenery types, and landscape types, and the contribution of Te Urewera to achieving that goal; and 20
  - (v) the efficient management of Te Urewera; and
  - (vi) public access to Te Urewera, to the extent that that is consistent with the need to preserve the natural, cultural, historic, or scientific values of Te Urewera; and 25
- (b) any extant historical Treaty claims over the land to which the proposal relates; and
- (c) any financial or other implications relevant to the governance and management of Te Urewera; and 30
- (d) any other matters that are considered relevant.

*Addition of private land*

**210 Proposal to add private land to Te Urewera**

- (1) The Board may make a proposal to add private land to Te Urewera if it is satisfied that the land is suitable to add to Te Urewera on the grounds that— 35

- (a) the land meets the criteria set out in **section 207**; and
- (b) the Board and the owner of the land have reached an agreement for the Board to acquire the land by sale and purchase or receive it as a gift.
- (2) If the private land that is the subject of a proposal is Māori freehold land,—
- (a) the agreement to add that land to Te Urewera must be treated as an alienation of the whole or part of a block for the purposes of Part 7 of Te Ture Whenua Maori Act 1993; and
- (b) the agreement is conditional on the Minister making a recommendation under **section 211(1)(a)**; and
- (c) the requirements of Te Ture Whenua Maori Act 1993 for alienation of the whole or part of a block must be complied with.
- (3) The Board may, before making a proposal under **subsection (1)**, request the chief executive and the Director-General to investigate the proposal and provide a report to the Board with recommended outcomes.
- (4) To avoid doubt, the Māori Land Court does not have jurisdiction to make a vesting order to add land to Te Urewera.
- (5) The addition of any land to Te Urewera is subject to the Board being able to secure the funds necessary for the purchase price (if any).
- 211 Minister’s obligations**
- (1) The Minister must consider a proposal of the Board under **section 210** and may, if the Minister considers it appropriate,—
- (a) recommend to the Governor-General that all or part of the land referred to in the Board’s proposal be added to Te Urewera; or
- (b) decide not to make a recommendation to the Governor-General.
- (2) In the case of a proposal relating to Māori freehold land, the Minister must be satisfied that the Māori Land Court has—
- (a) endorsed the agreement to alienate the land for the purpose of adding it to Te Urewera by issuing a certificate

- of confirmation under Part 8 of Te Ture Whenua Maori Act 1993; or
- (b) in the case of a resolution of the owners to alienate the land, made an order of confirmation under Part 8 of that Act. 5
- (3) Before deciding not to make a recommendation to the Governor-General, the Minister must provide the Board with—
- (a) the reasons why the Minister is considering not making a recommendation; and
- (b) an opportunity to consider how to respond to the Minister. 10
- (4) The Governor-General may, on the advice of the Minister, make an Order in Council that—
- (a) vests in Te Urewera the land referred to in the Minister’s recommendation; and 15
- (b) states that the land is held under, and in accordance with, **Parts 5 to 7**; and
- (c) sets out any other matters relevant to the vesting.

*Addition of public conservation land*

- 212 Board’s obligations** 20
- (1) If the Board proposes to add public conservation land to Te Urewera, the Board must—
- (a) advise the Minister of the proposal; and
- (b) seek and consider views on the proposal from— 25
- (i) iwi and hapū; and
- (ii) the New Zealand Conservation Authority; and
- (iii) the relevant conservation boards; and
- (iv) the relevant local authorities; and
- (v) the New Zealand Fish and Game Council; and
- (vi) a Fish and Game Council with jurisdiction in the locality of Te Urewera. 30
- (2) The Board may request the Director-General to investigate the proposal and report on it to the Board, including outcomes the Director-General recommends.
- (3) If the Director-General receives a request under **subsection (2)**, the Director-General must— 35

- (a) consider the matters set out in **section 209** (setting out the relevant considerations); and
- (b) give written notice to the Minister of Energy and Resources.
- (4) After undertaking an investigation, the Director-General must— 5
- (a) give public notice nationally of the draft report on the investigation, in whatever manner the Director-General considers appropriate, stating where the draft report may be viewed; and 10
- (b) invite public submissions on the report by a specified date, which must be not less than 40 working days after the date of the notice; and
- (c) specify how submissions may be made and request submitters to state whether they wish to be heard by the Director-General in support of their submissions; and 15
- (d) provide submitters who wish to be heard with a reasonable opportunity to appear and be heard; and
- (e) consider all submissions, written and oral, as long as they are relevant to the investigation and comply with the conditions notified; and 20
- (f) prepare a final report.
- (5) The final report of the Director-General must include—
- (a) an explanation of the process of the investigation; and
- (b) a summary and evaluation of the submissions made on the report; and 25
- (c) the final outcomes recommended.
- (6) The Director-General must provide the final report to the Board.
- (7) The Board must seek comment on that final report from the New Zealand Conservation Authority and relevant conservation boards. 30
- (8) Before making a recommendation to the Minister that all, part, or none of the land referred to in the Director-General’s final report be added to Te Urewera, the Board must consider— 35
- (a) the report of the Director-General and any comments received under **subsection (7)**; and
- (b) the matters set out in **section 209**.

- (9) If the Board is satisfied that the addition of the relevant land would benefit Te Urewera, the Board may recommend to the Minister that all or part of the land be added to Te Urewera.

### 213 Minister's obligations

- (1) The Minister must consider the recommendation received from the Board under **section 212(8)** and may, if the Minister considers it appropriate,—
- (a) recommend to the Governor-General that all or part of the land referred to in the final report of the Director-General be added to Te Urewera; or
- (b) decide not to make a recommendation to the Governor-General.
- (2) Before deciding not to make a recommendation to the Governor-General, the Minister must provide the Board with—
- (a) the reasons why the Minister is considering not making a recommendation; and
- (b) an opportunity to consider how to respond to the Minister's concerns.
- (3) The Governor-General may, on the advice of the Minister, make an Order in Council that—
- (a) frees the land to be added to Te Urewera of its status as public conservation land held or administered under conservation legislation; and
- (b) vests that land in Te Urewera; and
- (c) states that the land ceases to be vested in the Crown but is held in the name of Te Urewera under, and in accordance with, **Parts 5 to 7**; and
- (d) sets out any other matters relevant to the vesting.

#### *Registration of land added to Te Urewera*

- 214 Registration of land added to Te Urewera**
- (1) This section applies to land added at any time to Te Urewera by an Order in Council made under **section 211 or 213**.
- (2) After an Order in Council made under **section 211 or 213** comes into force, the Board, or a person authorised by the Board, must promptly apply in writing to the Registrar-Gen-

- eral to create a new computer freehold register for Te Urewera land.
- (3) The Registrar-General must, in accordance with that application,—
- (a) register the Order in Council obtained under **section 211 or 213** against any computer registers referred to in the Order and cancel such registers as to the land described in the Order in Council; and 5
  - (b) cancel the existing computer freehold register for Te Urewera land; and 10
  - (c) create, in the name of Te Urewera, 1 computer freehold register for the fee simple estate in Te Urewera land (being the land described in the Order in Council and the land in the computer freehold register in the name of Te Urewera immediately before that register is cancelled under **paragraph (b)**); and 15
  - (d) record on the computer freehold register—
    - (i) any interests that are registered, notified, or notifiable and are described in the application; and
    - (ii) a notation that the land is subject to **Parts 5 to 7**; and 20
    - (iii) for the purpose of **section 197**, a notation that the register is limited as to parcels.
- (4) Despite the registration of Te Urewera land in the name of Te Urewera, the Board must exercise and perform all the rights, duties, and powers of the registered proprietor of Te Urewera land on behalf of, and in the name of, Te Urewera. 25
- (5) The Registrar-General must have regard to **subsection (4)**.
- (6) **Subsection (3)**—
- (a) applies despite— 30
    - (i) the Land Transfer Act 1952 or any other enactment or rule of law; and
    - (ii) the fact that Te Urewera land is situated in 2 land registration districts; and
  - (b) is subject to the completion of any survey necessary to create a computer freehold register. 35

*Unformed roads***215 Stopping certain unformed roads adjoining Te Urewera land**

- (1) This section applies if a local authority—
- (a) stops an unformed road adjoining Te Urewera for the purpose of adding that land to Te Urewera; and
  - (b) declares by public notice that the road is stopped.
- (2) The road ceases to be a road and the land vests in Te Urewera and becomes Te Urewera land.
- (3) The provisions of Schedule 10 of the Local Government Act 1974 apply to the stopping of a road under this section, except as this section provides otherwise.
- (4) Despite **section 206(2), sections 209 to 211** do not apply to land added to Te Urewera under this section.
- (5) The following provisions of the Local Government Act 1974 do not apply to the stopping of a road under this section:
- (a) section 342(1)(a) (to the extent that it requires the prior consent of the Minister for Land Information to be obtained):
  - (b) section 345 (which relates to the disposal of land not required for a road).

**216 Registration of land added to Te Urewera if road stopped**

- (1) The Board, or a person authorised by the Board, must promptly apply in writing to the Registrar-General to create a new computer freehold register for Te Urewera land.
- (2) The Registrar-General must, in accordance with that written application,—
- (a) cancel the existing computer freehold register for Te Urewera land; and
  - (b) create, in the name of Te Urewera, 1 computer freehold register for the fee simple estate in Te Urewera land (being the stopped road and the land in the computer freehold register in the name of Te Urewera immediately before that register was cancelled under **paragraph (a)**); and
  - (c) record on the computer freehold register—

- (i) any interests that are registered, notified, or notifiable and are described in the application; and
  - (ii) a notation that the land is subject to **Parts 5 to 7**; and
  - (iii) for the purpose of **section 197**, a notation that the register is limited as to parcels. 5
- (3) Despite the registration of Te Urewera land in the name of Te Urewera, the Board must exercise and perform all the rights, duties, and powers of the registered proprietor of Te Urewera land on behalf of, and in the name of, Te Urewera. 10
- (4) The Registrar-General must have regard to **subsection (3)**.
- (5) **Subsection (2)**—
- (a) applies despite—
    - (i) the Land Transfer Act 1952 or any other enactment or rule of law; and 15
    - (ii) the fact that Te Urewera land is situated in 2 land registration districts; and
  - (b) is subject to the completion of any survey necessary to create a computer freehold register.

*Removal of land from Te Urewera* 20

**217 Circumstances when land may be removed from Te Urewera**

- (1) No area of land may be removed from Te Urewera except by an Act of Parliament enacted after the commencement of **Parts 5 to 7**. 25
- (2) On the recommendation of the Board, the Minister may propose legislation for introduction to Parliament to remove an area of land from Te Urewera, but only—
  - (a) if the removal would enable a minor boundary adjustment to align Te Urewera more closely with natural boundaries or as a result of a resurvey; or 30
  - (b) if land is required for the realignment of an existing formed legal road, for a new legal road, or for the legalisation of an existing public road; or
  - (c) to facilitate the exchange of land to deal with an encroachment or to enhance the boundaries of Te Urewera; or 35

- (d) if the land does not have natural, cultural, historic, or scientific values to justify its inclusion in Te Urewera.
- (3) If the proposal to remove land from Te Urewera has not been included in the management plan and the Board considers that its removal may be controversial, the Board must ~~seek~~ give public notice nationally seeking public comment on the proposal before making a recommendation under **subsection (2)**. 5
- (4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply— 10
- (a) to the removal of land from Te Urewera; or
- (b) to any matter incidental to, or required for the purpose of, the removal.
- (5) Land removed from Te Urewera under this section— 15
- (a) ceases to be Te Urewera land; and
- (b) is no longer subject to **Parts 5 to 7**.
- 218 Registration after land removed from Te Urewera**
- (1) If land is removed from Te Urewera under **section 217**, the Board, or a person authorised by the Board, must promptly apply in writing to the Registrar-General to create a new computer freehold register for Te Urewera land. 20
- (2) The Registrar-General must, in accordance with that written application,—
- (a) cancel the existing computer freehold register for Te Urewera land; and 25
- (b) create, in the name of Te Urewera, 1 computer freehold register for the fee simple estate in Te Urewera land (being the land in the computer freehold register in the name of Te Urewera immediately before that register was cancelled under **paragraph (a)**, but excluding the land removed in accordance with **section 217**); and 30
- (c) record on the computer freehold register—
- (i) any interests that are registered, notified, or notifiable and are described in the application; and
- (ii) a notation that the land is subject to **Parts 5 to 7**; and 35
- (iii) for the purpose of **section 197**, a notation that the register is limited as to parcels.

- (3) Despite the registration of Te Urewera land in the name of Te Urewera, the Board must exercise and perform all the rights, duties, and powers of the registered proprietor of Te Urewera land on behalf of, and in the name of, Te Urewera.
- (4) The Registrar-General must have regard to **subsection (3)**. 5
- (5) **Subsection (2)**—
- (a) applies despite—
- (i) the Land Transfer Act 1952 or any other enactment or rule of law; and
- (ii) the fact that Te Urewera land is situated in 2 land 10 registration districts; and
- (b) is subject to the completion of any survey necessary to create a computer freehold register.

Subpart 3—Powers to establish special areas  
and to enter into covenants 15

*Establishment of special areas within Te  
Urewera*

**219 Recommendation to establish special areas in Te Urewera**

- (1) The Board may, if provided for in the management plan, recommend to the Minister that any of the following areas be established in any part of Te Urewera: 20
- (a) a specially protected area:
- (b) a wilderness area:
- (c) an amenity area.
- (2) The Board must specify in its recommendation— 25
- (a) the particular features that justify the area being established under this subpart; and
- (b) the name proposed for the area.

**220 Criteria for recommendations to establish special areas**

*Specially protected areas* 30

- (1) The Board may make a recommendation to establish a specially protected area in a specified part of Te Urewera, but only if the Board considers that there are special features or values in that part of Te Urewera that—

- (a) are of particular importance in achieving the purpose of **Parts 5 to 7**; and
- (b) justify the status of a specially protected area; and
- (c) are of such importance that public access to that area should be controlled. 5
- Wilderness areas*
- (2) The Board may make a recommendation to establish a wilderness area in a specified part of Te Urewera, but only if the Board considers that there are particular natural and wilderness values in that part of Te Urewera that— 10
- (a) are of particular importance in achieving the purpose of **Parts 5 to 7**; and
- (b) justify the status of a wilderness area; and
- (c) are of such importance that the restrictions set out in **sections 225 and 226** must apply. 15
- (3) An area set aside as a wilderness area must be sufficiently large, remote, and buffered to be affected by human influences only in minor ways.
- Amenity areas*
- (4) The Board may make a recommendation to establish an amenity area in a specified part of Te Urewera, but only if the Board considers that— 20
- (a) the area should be set apart for the development of recreational, public, and cultural amenities and related services; and 25
- (b) the development of those amenities and services cannot practicably be located outside Te Urewera; and
- (c) the adverse effects on the rest of Te Urewera can be minimised.
- 221 Determination of recommendation to establish special areas** 30
- (1) On receiving a recommendation from the Board under **section 219**, the Minister—
- (a) must consider the Board’s recommendation; and
- (b) may request further information from the Board that the Minister considers relevant; and 35

- (c) may by notice in the *Gazette* establish all or part of the area in the manner recommended by the Board, specifying the name of the area or may decline to accept the recommendation.
- (2) Before the Minister declines to accept a recommendation in whole or in part, the Minister must provide the Board with— 5
- (a) the reasons why the Minister is considering not accepting the recommendation; and
- (b) an opportunity to consider how to respond to the Minister’s concerns. 10
- (3) The status of an area established under this section may be revoked or the boundaries of the area altered, on a recommendation of the Board and in accordance with **subsections (1) and (2)**.
- 222 Management of areas established under this subpart** 15
- (1) A specially protected area must be managed in accordance with—
- (a) the management plan; and
- (b) the purpose for which the area is established.
- (2) A wilderness area must be managed— 20
- (a) in accordance with the management plan; and
- (b) to preserve its indigenous natural resources; and
- (c) to retain its wilderness qualities.
- (3) An amenity area must be managed in accordance with— 25
- (a) the management plan; and
- (b) the purpose for which the area is established.
- 223 Minister may propose establishing specially protected area**
- (1) The Minister may propose to the Board that a specially protected area be established in any part of Te Urewera.
- (2) The Board must consider the Minister’s proposal and may, if it considers it appropriate, make a recommendation to that effect under **section 219**. 30

*Specially protected areas***224 Authorisation of activities in specially protected areas**

- (1) No person may enter a specially protected area unless that person—
- (a) is authorised to do so by the Board; and 5
  - (b) complies with the conditions of the authorisation.
- (2) An authorisation may be issued subject to any conditions.
- (3) The Board must not issue an authorisation that would be inconsistent with the management plan.
- (4) If a specially protected area is established under **section 223**, the Board may allow the Minister to be responsible for issuing authorisations in relation to that area. 10

*Wilderness areas***225 Restrictions on activities in wilderness areas**

- (1) While an area is set apart as a wilderness area,— 15
- (a) its indigenous natural resources must be preserved; and
  - (b) the following activities are prohibited:
    - (i) constructing, erecting, or maintaining buildings, machinery, or apparatus in the area; and
    - (ii) taking into, or using animals, vehicles, or motorised vessels (including hovercraft and jet boats) in, the area; and 20
    - (iii) landing, hovering, or taking off of a helicopter or other motorised aircraft for the purpose of embarking or disembarking passengers or goods in the area: 25
    - (iv) constructing roads, tracks, or trails in the area.
- (2) The activities specified in **subsection (1)** must not be undertaken in a wilderness area unless authorised by the Board under **section 226**. 30

**226 Criteria for authorising activities in wilderness areas**

- (1) The Board may authorise an activity described in **section 225**, but only if it is satisfied that the proposed activity—
- (a) is consistent with the management plan; and
  - (b) is necessary or desirable for preserving the indigenous natural resources in the wilderness area; and 35

- (c) is consistent with the purpose of **Parts 5 to 7**.
- (2) The Board may authorise any person to liberate any species of indigenous animal in a wilderness area if—
  - (a) the Board is satisfied that there is sufficient evidence of the species previously being present in the area; and 5
  - (b) the proposed liberation is not inconsistent with the management plan.

*Amenity areas*

- 227 Limitation on purpose and principles** 10
- While an area is set aside as an amenity area, the purpose and principles set out in **sections 111 and 112** apply in that area only to the extent that they are compatible with the development and operation of the recreational, public, and cultural amenities and services for which the amenity area is established. 15

*Power to covenant land*

- 228 Board may enter into covenants**
- (1) The purpose of this section and **sections 229 to 231** is to enable the Board, in its discretion, to enter into a covenant with the owner of private land outside Te Urewera (or with the lessee of the land, with the consent of the owner). 20
  - (2) The purpose of entering into a covenant is to provide for the protection of the relevant land in a manner that contributes to achieving the purpose of **Parts 5 to 7**.
  - (3) A covenant may be entered into only if— 25
    - (a) the Board is satisfied that the land over which a covenant is proposed meets the criteria set out in **section 207**; and
    - (b) the Board has considered the matters set out in **section 209**; and 30
    - (c) the owner of the land (or the lessee, with the consent of the owner) is willing to enter into a covenant that provides for the management of the land in a manner that will achieve the purpose of the covenant.
  - (4) The Board must meet all the costs associated with entering into a covenant. 35

**229 Scope of covenants**

- (1) A covenant entered into under **section 228** may be in perpetuity or for any term specified in the covenant document.
- (2) In the case of a covenant applying to any Māori freehold land, a covenant may be in perpetuity, but subject to a condition that, at intervals of not less than 25 years, the objectives, conditions, and continuation of the covenant be reviewed, with a power to terminate the covenant—
  - (a) by agreement; or
  - (b) by notice of either party of not less than 6 months.
- (3) The Board must have regard to the manawhenua of the owner or lessee in a review under **subsection (2)**.

**230 Compliance and enforcement**

- (1) For the duration of a covenant, the following provisions apply to the covenanted land, as far as they are applicable and with the necessary modifications, as if the land were part of Te Urewera:
  - (a) **clauses 6 to 12 of Schedule 8** (which relate to the powers of warranted officers):
  - (b) **sections 182 and 183** (which set out the offences applying in Te Urewera).
- (2) **Subsection (1)** applies subject to the terms and conditions of the covenant.

**231 Legal effect and registration of covenant**

- (1) Despite any other enactment or rule or law or equity, a covenant runs with the covenanted land and binds the land with the burden of the covenant.
- (2) A covenant is deemed to be an interest in land for the purposes of the Land Transfer Act 1952.
- (3) The Board, or a person authorised by the Board, must lodge the covenant for registration with the Registrar-General who must record on a computer register for the land a notation that the land is subject to a covenant under **sections 228 to 230**.
- (4) **Subsection (3)** is subject to the completion of a survey if the land to which the covenant applies is not already defined in

accordance with rules made under section 49 of the Cadastral Survey Act 2002 or under any previous survey regulations.

Subpart 4—Provisions relating to certain  
parts of Te Urewera

*Ruakituri Wilderness Area*

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**232 Ruakituri Wilderness Area**

The Ruakituri Wilderness Area established under the National Parks Act 1980 by notice published in the *Gazette* (2006, page 405) continues to be set apart and managed as a wilderness area under **Parts 5 to 7** as if it were gazetted under **Parts 5 to 7**.

10

*Te Whāiti*

**233 Status of Te Whāiti changed**

(1) Te Whāiti (being part of Te Urewera National Park) ceases to be a national park under the National Parks Act 1980.

15

(2) Te Whāiti is declared to be a conservation area under the Conservation Act 1987 and becomes part of the Whirinaki Te Pua-a-Tāne Conservation Park, to be held and managed under that Act.

(3) However, Te Whāiti continues to be protected as if it were part of a national park.

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(4) The status of Te Whāiti as a conservation area and part of the Whirinaki Te Pua-a-Tāne Conservation Park cannot be revoked except by an Act of Parliament.

(5) In this section, **Te Whāiti** means the land identified on the plan labelled Te Whāiti in part 2.2 of the attachments, being 593.8760 hectares, more or less, being Sections 3, 7, and 8 Block V Ahikereru Survey District and Sections 6 and 7 Block VI Ahikereru Survey District. All Instrument S529245 (South Auckland District).

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*Onepoto***234 Status of Onepoto changed**

- (1) The part of Onepoto that is a national park (being part of Te Urewera National Park)—
- (a) ceases to be a national park under the National Parks Act 1980; and 5
  - (b) is declared to be a conservation area under the Conservation Act 1987, while continuing to be protected as if it were a national park under the National Parks Act 1980.
- (2) The part of Onepoto that has a secondary use designation as a national park ceases to have that designation, but is declared by this section to have a secondary use designation as a conservation area. 10
- (3) The part of Onepoto referred to—
- (a) in **subsection (1)** is Part Section 5 and Section 6 Block 1 Waiau Survey District Balance *Gazette* notice 76439 (Gisborne Land District); and 15
  - (b) in **subsection (2)** is Sections 18 and 19 SO 8881 and Section 7 Block 1 Waiau Survey District Balance *Gazette* notice 79491 (secondary use) as noted on computer freehold register GS5B/673 (Gisborne Land District). 20

*Tāwhiuau Maunga and Ngāti Manawa interests  
in western parts of Te Urewera***235 Interpretation** 25

- (1) In this section and **sections 236 to 241**,—
- Ngāti Manawa area of interest** has the meaning given in Part 13 of the Ngāti Manawa deed of settlement
- Ngāti Manawa deed of settlement** has the meaning given to **deed of settlement** in section 10 of the Ngāti Manawa Claims Settlement Act 2012 30
- Ngāti Manawa values** has the meaning given in section 10 of the Ngāti Manawa Claims Settlement Act 2012
- protection principles** has the meaning given in section 10 of the Ngāti Manawa Claims Settlement Act 2012 35
- Tangiharuru** means the Ngāti Manawa ancestor of that name

**Tāwhiuau area—**

- (a) means the land defined as Tāwhiuau in section 10 of the Ngāti Manawa Claims Settlement Act 2012; and
- (b) includes Tāwhiuau Maunga

**Tāwhiuau Maunga** means the land described in **Part 2 of Schedule 5** 5

**trustees of Te Rūnanga o Ngāti Manawa** has the meaning given in section 10 of the Ngāti Manawa Claims Settlement Act 2012.

- (2) The Ngāti Manawa Claims Settlement Act 2012 is consequentially amended in the manner shown in **Schedule 9**. 10

**236 Vesting of Tāwhiuau Maunga in name of Tangiharuru**

- (1) Tāwhiuau Maunga—
  - (a) ceases to be part of Te Urewera National Park and held under the National Parks Act 1980; and 15
  - (b) is not part of Te Urewera.
- (2) The fee simple estate in Tāwhiuau Maunga is vested in the name of Tangiharuru.
- (3) The land vested by **subsection (2)** must not be alienated, mortgaged, charged, or otherwise disposed of, other than by the grant of a lease or an easement by the Board under **section 168(1)**. 20
- (4) Despite **subsection (1)**, for management purposes Tāwhiuau Maunga is to be treated as if it were part of Te Urewera and subject to **Parts 5 to 7**. 25
- (5) A concession in the form of a lease, licence, or an easement over any part of the land vested by **subsection (3)** must not be granted without the written consent of the trustees of Te Rūnanga o Ngāti Manawa.

**237 Registration of Tāwhiuau Maunga in name of Tangiharuru** 30

- (1) The Registrar-General must, in accordance with a written application by a person authorised by the Director-General,—
  - (a) create, in the name of Tangiharuru, 1 computer freehold register for the fee simple estate in Tāwhiuau Maunga; 35
  - and

- (b) record on the computer freehold register—
  - (i) any interests that are registered, notified, or notifiable, and are described in the application; and
  - (ii) a notation that the land is subject to **Parts 5 to 7**; and 5
  - (iii) for the purpose of **section 197**, a notation that the register is limited as to parcels.
- (2) The interests referred to in **subsection (1)(b)(i)** include the Te Urewera easements referred to in **paragraphs (a) and (b)** of the definition of Te Urewera easements in **section 194**. 10
- (3) The computer freehold register required by **subsection (1)** must be created ~~no~~ not later than 24 months after the settlement date.
- (4) **Subsection (1)** applies despite the Land Transfer Act 1952 or any other enactment or rule of law. 15
- (5) For the purposes of any registration matter relating to a concession granted by the Board under **section 168(1)**, the Registrar-General may only register the interest if the document presented for registration is accompanied by the written consent of the trustees of Te Rūnanga o Ngāti Manawa. 20
- (6) The Registrar-General must have regard to **238(1)**.

### **238 Role of trustees of Te Rūnanga o Ngāti Manawa**

- (1) On and from the date when the fee simple estate in Tāwhiiau Maunga is registered in the name of Tangiharuru under **section 237**, the trustees of Te Rūnanga o Ngāti Manawa, except as otherwise provided in **Parts 5 to 7**,— 25
  - (a) have all the duties, powers, and rights of the registered proprietor of Tāwhiiau Maunga; and
  - (b) must perform the duties, and exercise the powers and rights, in their own names and not in the name of Tangiharuru. 30
- (2) On and from the date of registration of Tāwhiiau Maunga, section 100 of the Ngāti Manawa Claims Settlement Act 2012 ceases to apply to Tāwhiiau Maunga.

**239 Management of Tāwhiuau area**

- (1) This section applies to the following kinds of decisions made in relation to the Tāwhiuau area by the Board or Minister of Conservation:
- (a) a decision that relates solely to the Tāwhiuau area: 5
  - (b) a decision that may have a significant effect on the Tāwhiuau area or Ngāti Manawa values and protection principles.
- (2) In making a decision of a kind described in **subsection (1)**, the Board or the Minister of Conservation, as appropriate, must— 10
- (a) engage with the trustees of Te Rūnanga o Ngāti Manawa; and
  - (b) have particular regard for the fact that Tāwhiuau Maunga is vested in Tangiharuru; and 15
  - (c) not make a decision that is inconsistent with Ngāti Manawa values and protection principles.

**240 Agreement between trustees of Te Rūnanga o Ngāti Manawa and Te Urewera Board**

In order to recognise Ngāti Manawa’s interests within the western parts of Te Urewera that are in the Ngāti Manawa area of interest, the trustees of Te Rūnanga o Ngāti Manawa and the Board must, not later than 24 months after the settlement date, enter into an agreement to make provision for how the Board and the trustees of Te Rūnanga o Ngāti Manawa will conduct their relationship— 20 25

- (a) in matters relating to the management and administration of the area of Te Urewera where Ngāti Manawa have existing redress under the Ngāti Manawa Claims Settlement Act 2012; and 30
- (b) in other matters of interest to both the Board and the trustees of Te Rūnanga o Ngāti Manawa, such as—
  - (i) the process by which the parties will interact; and
  - (ii) the consideration of Ngāti Manawa’s values; and
  - (iii) the involvement of Ngāti Manawa in relevant decision-making processes. 35

**241 Application of other provisions**

The following provisions apply to Tāwhiua Maunga as if the references to Te Urewera land and Te Urewera establishment land were references to Tāwhiua Maunga:

- (a) **section 170** (which provides for the status of Te Urewera land under the Crown Minerals Act 1991), except that the Board must obtain the written consent of the trustees of Te Rūnanga o Ngāti Manawa before it may enter into or vary an access arrangement under section 61 of the Crown Minerals Act 1991 in respect of Tāwhiua Maunga: 5
- (b) **sections 197 and 198** (which protect the interests of registered owners of land adjacent to Te Urewera land and existing interests over establishment land): 10
- (c) **section 199** (which provides how certain other enactments apply to Te Urewera land): 15
- (d) **section 201** (which provides for the ownership of improvements on Te Urewera establishment land):
- (e) **section 202** (which excludes certain liabilities).

*Interests of Ngāti Whare in certain parts of Te Urewera* 20

**242 Agreement between trustees of Te Rūnanga o Ngāti Whare and Te Urewera Board**

- (1) Not later than 24 months after the settlement date, the Board must enter into an agreement with the trustees of Te Rūnanga o Ngāti Whare to make provision for how the trustees of Te Rūnanga o Ngāti Whare and the Board will conduct their relationship in matters relating to the management and administration of certain western parts of Te Urewera and other agreed matters of interest to both the Board and Ngāti Whare. 25
- (2) The purpose of **subsection (1)** is to provide for the recognition of, and to reflect,—
  - (a) the special association and customary interest of Ngāti Whare in relation to parts of Te Urewera; and
  - (b) the close relationship between Te Rūnanga o Ngāti Whare and Tūhoe Te Uru Taumatua. 30

- (3) In this section, **trustees of Te Rūnanga o Ngāti Whare** has the meaning given in section 10 of the Ngāti Whare Claims Settlement Act 2012.

*Interests of Ngāti Ruapani ki Waikaremoana in  
Waikaremoana area*

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**243 Interests of Ngāti Ruapani ki Waikaremoana in  
Waikaremoana area**

- (1) As soon as practicable after the settlement date, the Board and Ngāti Ruapani ki Waikaremoana must commence discussions for the purpose of entering into a memorandum of understanding that records how the Board will work with Ngāti Ruapani ki Waikaremoana in undertaking processes under **Parts 5 to 7** that affect the interests of Ngāti Ruapani ki Waikaremoana in the Waikaremoana area. 10
- (2) Legislation enacted to give effect to a settlement of the historical claims of Ngāti Ruapani ki Waikaremoana may provide for the memorandum of understanding entered into under **subsection (1)** to terminate. 15
- (3) **Subsection (2)** applies if the Crown and Ngāti Ruapani ki Waikaremoana agree that redress provided to Ngāti Ruapani ki Waikaremoana under other legislation supersedes the matters set out in the memorandum of understanding. 20

Subpart 5—Consequential amendments to  
other Acts

**244 Amendment to other Acts**

25

Amend the Acts specified in **Schedule 9** in the manner specified in that schedule.

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**Schedule 1**  
**Hapū of Tūhoe**

**ss 13, 14**

Part 1

Hapū of Tūhoe

<i>Contemporary</i>	5
(1) Kākahu Tāpiki (Ngāti Kākahutāpiki):	
(2) Ngāti Kurī Kino (Ngāti Kuri):	
(3) Ngā Māihi:	
(4) Ngāi Te Rūrehe (Ngāi Te Riu):	
(5) Tarapāroa:	10
(6) Ngāi Tātua:	
(7) Ngāi Tūranga Pikitoi:	
(8) Ngāti Haka/Patuheuheu:	
(9) Hāmua:	
(10) Ngāti Hinekura:	15
(11) Ngāti Kōura:	
(12) Ngāti Kōurakino (Ngāti Kōura):	
(13) Ngāti Manunui:	
(14) Ngāti Murahīoi (Ngāti Mura):	
(15) Ngāti Raka:	20
(16) Ngāti Rere:	
(17) Ngāti Rongokārae (Ngāti Rongo):	
(18) Ngāti Tamatea:	
(19) Ngāti Tamatuhirae/Ngāti Tama:	
(20) Ngāti Tāwhaki:	25
(21) Ngāi Te Paena:	
(22) Tamakaimōana:	
(23) Tamaruarangi:	
(24) Te Māhurehure:	
(25) Te Urewera:	30
(26) Te Warahoe:	
(27) Te Whakatāne:	
(28) Te Whānau Pani:	
<i>Historic</i>	
(29) Hapuoneone:	35
(30) Murakareke:	
(31) Ngā Pōtiki:	

Part 1—*continued*

(32) Ngāi Te Amohanga:	
(33) Ngāi Te Kahu:	
(34) Ngāi Te Kapo o te Rangi:	
(35) Ngāi Tūmatawhā:	
(36) Ngāti Hā:	5
(37) Ngāti Hape:	
(38) Ngāti Hiki:	
(39) Ngāti Hīnewhakarau:	
(40) Ngāti Karetehe:	
(41) Ngāti Korokaiwhenua:	10
(42) Ngāti Kūmara:	
(43) Ngāti Maru:	
(44) Ngāti Mataatua:	
(45) Ngāti Matewai:	
(46) Ngāti Muriwai:	15
(47) Ngāti Pakitua:	
(48) Ngāti Peehi:	
(49) Ngāti Rākei:	
(50) Ngāti Rautao:	
(51) Ngāti Rerekahika:	20
(52) Ngāti Ruatāhuna:	
(53) Ngāti Tahu:	
(54) Ngāti Tamakere:	
(55) Ngāti Te Umuiti:	
(56) Ngāti Tūmatawhero:	25
(57) Ngāti Wehi o te Rangi:	
(58) Mārangarangā:	
(59) Te Whanau a Eria:	
(60) Tūhoe Pōtiki:	
(61) Whanaupani:	30
(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):	35
(3) Wai 40 (Waiōhau B9B Block and other blocks claim):	

Part 2—*continued*

- |      |                                                                               |    |
|------|-------------------------------------------------------------------------------|----|
| (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 re-<br>sources claim);  | 5  |
| (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<br>claim);             | 10 |
| (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);                                   | 15 |
| (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 pol-<br>icy claim);       |    |
| (20) | Wai 1036 (Ruātoki Hapū economic and social policy claim);                     | 20 |
| (21) | Wai 1037 (Ngāti Hinekura and Ngāti Pani economic and social<br>policy claim); |    |
| (22) | Wai 1039 (Te Urewera Treaty of Waitangi claim);                               |    |
| (23) | Wai 1041 (Ngā Hapū o Te Urewera/Ngā Taone assimilation<br>policy claim);      | 25 |
| (24) | Wai 1042 (Descendants of Tamaikoha land confiscation<br>claim);               |    |
| (25) | Wai 1149 (Pohokura 3B and 7A Land Block claim);                               |    |
| (26) | Wai 1225 (Ngā Rauru o Ngā Potiki Kaingāroa claim)                             |    |

**Schedule 2****ss 4, 12, 22, 27****Cultural redress properties**

## CNI forests properties vested in fee simple

<b>Name of property</b>	<b>Description</b>	<b>Interests</b>
Kōhanga Tāheke	<p><i>South Auckland Land District—Whakatane District</i></p> <p>141.0 hectares, approximately, being Part Section 4 SO 433291-140.6315 hectares, more or less, being Section 2 SO 465632. Part Computer Freehold Register 507547. Subject to survey. As shown on OFS-036-12.</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> <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>

Name of property	Description	Interests
Ngā Tī Whakaaweawe	<p><i>South Auckland Land District—Rotorua District</i>  <del>147.0 hectares, approximately, being Part Lot 1 DPS 45063-</del>  <del>-135.4840 hectares, more or less, being Section 2 SO 465636. Part Computer Freehold Register 507548.</del>            Subject to survey:            As shown on OFS-036-10.</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)            Together with a right of way easement created by Easement Instrument 9224866.16.</p> <p>Subject to a Crown Forestry Licence created by B251339.1 and held in Computer Interest Register SA57A/750            Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.2            Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.3            Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.5            Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B558475.31            Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument 8957349.14            Subject to Variation of Crown Forestry Licence SA57A/750 created by Instrument 9226672.4            Subject to a Protective Covenant created by B251339.2 and held in Computer Interest Register SA57A/751</p>

Name of property	Description	Interests
		<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>

## Property vested in fee simple

<b>Name of property</b>	<b>Description</b>	<b>Interests</b>
Onini	<i>South Auckland Land District—Whakatane District</i> 6.5485 hectares, more or less, being Sections 1, 2, and 3 SO 465633. Part <i>Gazette</i> 1927, p 2121. Subject to survey: As shown on <del>OTS-036-05</del> .	
Waikokopu	<i>South Auckland Land District—Whakatane District</i> 4.4500 hectares, more or less, being Section 1 SO 465635. Part <i>Gazette</i> 1927, p 2121.	

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

<b>Name of property</b>	<b>Description</b>	<b>Interests</b>
Te Tii	<i>South Auckland Land District—Whakatane District</i> 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.	Subject to being a local purpose reserve as referred to in <b>section 26(3)</b> .

**Schedule 3****ss 58, 81, 87****Notices in relation to RFR land****1 Requirements for giving notice**

A notice by or to an RFR landowner or the trustees under **sub-part 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 ~~email~~ 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**, ~~specified or~~ in a later notice given to the trustees, or identified by the trustees as the current address, ~~or fax number,~~ or electronic address of the RFR landowner; or ~~and~~
  - (iii) for a notice given under **section 78 or 80** to the chief executive of LINZ, in the Wellington office of LINZ; and
- (ba) for a notice given under **section 78 or 80**, sent to the chief executive of LINZ at the Wellington office of LINZ; and
- (c) 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 Limitation on use of electronic transmission**

Despite **clause 1**, notices given under **sections 61, 64, 65, and 85** must not be given by electronic means other than by fax.

**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 22(1)(a) and (b) of the Electronic Transactions Act 2002.

**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

s 109

## Consequential amendments

**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 5  
 “**Tūhoe Charitable Trust** has the meaning given in **section 88** of **Parts 1 to 4**”.

Replace section 14 with:

**“14 Rent and other money payable**

- “**(1)** The rent payable under the lease and any other money that 10  
 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 15  
 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)**, 20  
 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. 25  
 “**(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.” 30

## Schedule 5 Land descriptions

ss 114, 235

### Part 1

#### Te Urewera establishment land

Name of property	Description
Te Urewera establishment land	<p><i>South Auckland Land District and Gisborne Land District—Wairoa District, Gisborne District, Whakatane District, and Opotiki District</i></p> <p>All that land shown on the plan labelled “Te Urewera” in part 2.1 of the attachments, such plan being subject to the completion of a cadastral survey dataset to clearly identify the land to be vested in accordance with <b>section 119(3)</b>: -208671.3397 hectares, more or less, being Sections 1 to 63 SO 461052. All <i>Gazette</i> notices 133217.1, 117422.1, 113221.1, 76598, 66950, S612826, and 60531, Balance <i>Gazette</i> notices S655768 and 71352 and Part <i>Gazette</i> notice H679634.1.</p>

### Part 2

5

#### Tāwhiuau Maunga

Name of property	Description
Tāwhiuau Maunga	<p><i>South Auckland Land District—Whakatane District</i></p> <p>60 hectares, approximately, being the land shown on the plan labelled “Tāwhiuau Maunga” in part 2.2 of the attachments, such plan being subject to the completion of a cadastral survey dataset to clearly identify the land to be vested in accordance with <b>section 236(2)</b>: 62.3528 hectares, more or less, being Section 70 SO 461052. Part <i>Gazette</i> notice H679634.1.</p>

**Schedule 6**      **ss 123, 144, 151, 155,  
157**

**Further provisions relating to Board**

**Contents**

		Page
	Part 1	
	Administrative matters	
	Meetings	
1	Schedule of meetings to be agreed	166
2	Quorum	166
3	Conduct of meetings	166
4	Who may attend Board meetings	167
5	Public notice of meetings	167
	Standing orders	
6	Standing orders to be adopted	167
	Reporting and accountability	
7	Annual report	168
8	Disclosure of annual report	168
	Committees	
9	Initial appointment of committees	169
10	Obligation on committees	169
	Delegation	
11	Power of Board to delegate	170
12	Powers of delegate	170
13	Effect of delegation on Board	171
14	Revocation of delegation	171
	Conflict of interest of members of Board	
15	When interests must be disclosed	171
16	Obligation to disclose interest	172
	Authority to bind Board	
17	Method of entering into legally binding obligation	173
	Part 2	
	Preparation of management plan	
18	Preparation of draft management plan may be devolved	173
19	Obligations in preparing draft management plan	173
20	Notification and submissions	174

21	Consideration of submissions and amendment of draft management plan	175
22	Process of approval for management plan	175
23	Approval and notification of management plan	176

## Part 3

## Annual operational plan

24	Process for preparation	177
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## Part 1

## Administrative matters

## Meetings

**1 Schedule of meetings to be agreed**

- |     |                                                                                                                                                                                                  |    |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| (1) | At the first meeting of the Board in each year of the term of the Board, the Board must agree a schedule of the meetings of the Board for that year.                                             | 5  |
| (2) | The Board must regularly review the schedule to ensure that it provides for sufficient meetings to enable the Board to achieve its <del>purpose</del> <u>purposes</u> and perform its functions. | 10 |
| (3) | The Board must hold its first meeting not later than 20 working days after the settlement date.                                                                                                  |    |

**2 Quorum**

- |     |                                                                                |    |
|-----|--------------------------------------------------------------------------------|----|
|     | The quorum for a meeting of the Board is no fewer than 6 members, including—   | 15 |
| (a) | at least 2 members appointed by the trustees; and                              |    |
| (b) | at least 2 members appointed by the Ministers or Minister, as appropriate; and |    |
| (c) | the chair or deputy chair of the Board.                                        |    |

**3 Conduct of meetings**

- |     |                                                                                              |    |
|-----|----------------------------------------------------------------------------------------------|----|
| (1) | The chair must preside over the meetings of the Board.                                       | 20 |
| (2) | If the chair is unable to attend a meeting, the deputy chair must preside over that meeting. |    |

Part 1—*continued***4 Who may attend Board meetings**

- (1) The chief executive or his or her delegate and the Director-General or his or her delegate may attend any meeting of the Board unless the chair of the Board decides, on reasonable grounds, that they may not attend a meeting or part of a meeting. 5
- (2) Members of the public may attend any meeting of the Board unless, in the reasonable opinion of the chair,—
- (a) the attendance of the public would result in the disclosure of information and there is good reason for withholding that information; or 10
  - (b) the behaviour of a member of the public or news media is likely to prejudice or continue to prejudice the orderly or efficient conduct of the meeting.

**5 Public notice of meetings** 15

- (1) Public notice of meetings of the Board must be given in whatever manner the Board considers appropriate, including on the Board's Internet site, not later than 10 working days before each scheduled meeting.
- (2) The notice must include— 20
- (a) the date, time, and place of the meeting; and
  - (b) where documentation relevant to the meeting may be viewed or obtained; and
  - (c) the entitlement of members of the public to attend, and when they may be excluded. 25
- (3) The agenda must be made publicly available at least 2 working days before a meeting.

## Standing orders

**6 Standing orders to be adopted**

- (1) At the first meeting of the Board, the Board must adopt a set of standing orders. 30
- (2) The Board may—
- (a) at any time amend the standing orders:
  - (b) temporarily suspend standing orders during a meeting.

Part 1—*continued*

- (3) The standing orders must not contravene **Parts 5 to 7**.

## Reporting and accountability

**7 Annual report**

- (1) Each year the Board must adopt and publish an annual report.
- (2) The annual report must contain the following information in 5  
respect of the financial year to which it relates:
- (a) a report on the Board’s exercise of its functions and powers and its progress in achieving its purpose purposes; and
  - (b) the financial statements prepared in accordance with 10  
generally accepted accounting practice; and
  - (c) a statement of responsibility for the financial statements; and
  - (d) an audit report.
- (3) The Board, the trustees, the Minister, and the Minister of Fi- 15  
nance may agree to any further reporting requirements necessary to reflect any change to the financial relationship between the Crown and the Board.
- (4) The Board is a public entity as defined in section 4 of the Public 20  
Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.
- (5) In this clause,—  
**financial statements** has the meaning given in section 8 of the Financial Reporting Act 1993  
**generally accepted accounting practice** has the meaning 25  
given in section 3 of the Financial Reporting Act 1993.

**8 Disclosure of annual report**

- (1) The Board must provide the annual report to—
- (a) the chair of the trustees; and
  - (b) the Minister. 30
- (2) The Minister must present the Board’s annual report to the House of Representatives as soon as practicable after it has been received by the Minister.

Part 1—*continued*

- (3) After the report has been provided under **subclause (1)**, an appointer may seek further information from the Board, and make comments to the Board, on any relevant matter arising out of the report.

## Committees

5

**9 Initial appointment of committees**

- (1) The Board may establish committees to deal with matters that include, for example,—
- (a) rāhui and the taking of cultural materials:
  - (b) the granting of concessions and authorisations for other activities. 10
- (2) The Board must, not later than 6 months after its first meeting,—
- (a) establish any initial committees; and
  - (b) appoint members of the Board to be members of the committees; and 15
  - (c) appoint members of the Board to chair the committees; and
  - (d) determine the functions and decisions to be delegated to each committee; and 20
  - (e) determine the procedures of the committees, including their standing orders and decision making processes.
- (3) The Board may, at any time,—
- (a) appoint additional committees:
  - (b) revoke the appointment of a committee: 25
  - (c) reappoint a committee or alter the membership of a committee:
  - (d) replace or amend the terms of appointment of a committee.

**10 Obligation on committees**

30

Every committee appointed by the Board—

- (a) is subject to the direction and control of the Board; and
- (b) must carry out all the directions of the Board.

Part 1—*continued*

## Delegation

**11 Power of Board to delegate**

- (1) The Board may delegate any of its functions and powers, either generally or specifically, and subject to any conditions, by written notice, to— 5
- (a) the chief executive:
  - (b) the Director-General:
  - (c) 1 or more members of the Board:
  - (d) a committee or subcommittee of the Board.
- (2) However, the Board must not delegate any of the following matters: 10
- (a) the approval or amendment of Te Urewera management plan; or
  - (b) the adoption of the Board’s annual statement of priorities; or 15
  - (c) the acceptance of the annual operational plan; or
  - (d) a recommendation to add land to Te Urewera; or
  - (e) a recommendation to remove land from Te Urewera; or
  - (f) a recommendation that a specially protected area, a wilderness area, or an amenity area be established in Te Urewera; or 20
  - (g) the appointment, or revocation of appointment, of a committee; or
  - (h) the replacement or amendment of the terms of appointment of a committee; or 25
  - (i) the making of bylaws; or
  - (j) the power of delegation.

**12 Powers of delegate**

- (1) A delegate to whom a function or power of the Board is delegated may, unless the terms of delegation provide otherwise, perform the function or exercise the power in the same manner, subject to the same restrictions, and with the same effect as if the delegate were the Board. 30
- (2) A delegate who purports to perform a function or exercise a power under a delegation— 35

Part 1—*continued*

- (a) is, in the absence of proof to the contrary, presumed to do so in accordance with the terms of that delegation; and
- (b) must produce evidence of his or her authority to do so, if reasonably requested to do so. 5

**13 Effect of delegation on Board**No delegation under **Parts 5 to 7**—

- (a) affects or prevents the performance of a function or exercise of a power by the Board; or
- (b) affects the responsibility of the Board for the actions of the delegate acting under the delegation; or 10
- (c) is affected by any change in the membership of the Board or of any committee.

**14 Revocation of delegation**

A delegation may be revoked at will by the Board by— 15

- (a) decision of the Board and written notice to the delegate; or
- (b) any other method provided for in the delegation.

## Conflict of interest of members of Board

**15 When interests must be disclosed** 20(1) In this clause and **clause 16**, **matter** means—

- (a) the Board’s performance of its functions and exercise of its powers; or
- (b) an arrangement, agreement, contract, concession, or permit made, entered into, or granted (or any consideration of or proposal to do so) by the Board. 25

(2) A member of the Board has an actual or potential interest in a matter if that member—

- (a) may derive a financial benefit from the matter; or
- (b) is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or 30
- (c) may have a financial interest in a person to whom the matter relates; or

Part 1—*continued*

- (d) is a partner, director, officer, Board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
- (e) is otherwise directly or indirectly interested in the matter. 5
- (3) However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the person in carrying out his or her responsibilities as a member of the Board.
- 16 Obligation to disclose interest** 10
- (1) A member of the Board must disclose any actual or potential interest in a matter to the Board.
- (2) The Board must maintain an interests register that records the actual or potential interests disclosed to the Board.
- (3) The Board must consider, and if necessary take steps to manage, any actual or potential conflict of interest. 15
- (4) A member of the Board is not precluded from discussing or voting on a matter by virtue only that—
- (a) the member is affiliated to an iwi or a hapū with interests in Te Urewera; or 20
- (b) the economic, social, cultural, and spiritual values of an iwi or a hapū with interests in Te Urewera and their relationship with Te Urewera are advanced by or reflected in—
- (i) the subject matter under consideration; or 25
- (ii) a decision or recommendation of the Board; or
- (iii) the participation of the member in the matter.
- (5) The following are not, in themselves, an interest that must be disclosed or recorded:
- (a) the affiliation of a member of the Board to an iwi or a hapū with interests in Te Urewera: 30
- (b) the fact that a member of the Board is also a trustee of Tūhoe Te Uru Taumatua.

Part 1—*continued*

## Authority to bind Board

- 17 Method of entering into legally binding obligation**
- (1) All contracts or other obligations that would create a liability greater than \$1,000 for the Board must be entered into in writing and signed on behalf of the Board by— 5
- (a) the chair of the Board; and
  - (b) 1 other member of the Board.
- (2) **Subclause (1)** applies to a contract or an obligation—
- (a) whether or not it is entered into in New Zealand; and
  - (b) whether or not the law governing the contract or obligation is the law of New Zealand. 10

## Part 2

## Preparation of management plan

- 18 Preparation of draft management plan may be devolved**
- The Board may— 15
- (a) appoint a committee of the Board to prepare the draft management plan:
  - (b) make any reasonable request to the chief executive or the Director-General or to both jointly—
    - (i) to prepare the draft management plan: 20
    - (ii) to provide assistance in the management plan process.
- 19 Obligations in preparing draft management plan**
- (1) Before beginning to prepare the draft management plan, the Board must— 25
- (a) discuss with the chief executive and the Director-General—
    - (i) the principal matters to be dealt with in the management plan; and
    - (ii) how those matters are to be dealt with; and 30
  - (b) prepare a statement of priorities for the management plan; and
  - (c) give public notice nationally in whatever manner the Board considers appropriate that—

Part 2—*continued*

- (i) a draft management plan is to be prepared; and
  - (ii) a statement of priorities has been prepared and where it may be viewed; and
  - (d) invite written comment by a specified date on the matters that should be dealt with in the management plan. 5
- (2) In preparing the draft management plan, the Board must consider written comments provided to it by the specified date.
- 20 Notification and submissions**
- (1) As soon as practicable after completing the draft management plan, the Board must— 10
- (a) give public notice nationally of the draft management plan, with advice as to where it can be viewed; and
  - (b) provide a copy of the draft management plan to—
    - (i) the chair of Tūhoe Te Uru Taumatua and the chief executive; and 15
    - (ii) the Minister and the Director-General; and
    - (iii) any person or organisation that provided comment in response to **clause 19(1)(d)**; and
    - (iv) the New Zealand Conservation Authority; and
    - (v) the relevant conservation boards; and 20
    - (vi) the relevant local authorities; and
    - (vii) any other persons or organisations that the Board considers should be provided with the draft management plan.
- (2) The public notice, given in whatever manner the Board considers appropriate, must— 25
- (a) state where the draft management plan may be viewed and the times; and
  - (b) invite submissions on the draft management plan and state how they may be made; and 30
  - (c) specify the date by which submissions must be received, which must not be earlier than 40 working days after the date of the notice; and
  - (d) invite submitters to indicate whether they wish to be heard in support of their submission. 35

Part 2—*continued*

- (3) Any person may make a written submission in accordance with the conditions set out in the public notice.

**21 Consideration of submissions and amendment of draft management plan**

- (1) The Board must— 5
- (a) give persons who wish to do so a reasonable opportunity to appear and be heard on their submission; and
  - (b) consider all written and oral submissions that— 10
    - (i) are relevant to the purpose of the management plan; and
    - (ii) comply with the conditions given in the public notice for making a submission; and
  - (c) prepare and publish a summary of the submissions, together with a statement of the Board’s response to the submissions. 15
- (2) After considering the submissions, the Board may amend the draft management plan as it considers appropriate.

**22 Process of approval for management plan**

- (1) After taking the steps described in **clause 21**, the Board must provide the draft management plan to the New Zealand Conservation Authority (the **Authority**) for comment, requesting its comment not later than 30 working days from the date when the draft management plan was provided to the Authority. 20
- (2) The Board— 25
- (a) must have regard to any comments from the Authority that are relevant to the purpose of the management plan and comply with the time frame in **subclause (1)**; and
  - (b) may amend the draft management plan as it considers appropriate.
- (3) The Board must provide the following to the chair of the trustees and the Minister: 30
- (a) the draft management plan; and
  - (b) the summary of submissions and statement referred to in **clause 21(1)(c)**; and
  - (c) any comments from the Authority; and 35

Part 2—*continued*

- (d) a statement as to how those comments have been dealt with.
- (4) The Board must request that the chair of the trustees and the Minister either—
- (a) recommend that the Board approve the draft management plan; or 5
- (b) advise the Board of any matters that either of them considers require further consideration or revision.
- (5) Both the chair of the trustees and the Minister must agree before a recommendation for approval may be given under **subclause (4)(a)**. 10
- (6) If the chair of the trustees and the Minister do not agree, the matter on which they disagree must be put to the Board as advice under **subclause (4)(b)**.
- (7) If advice is given under **subclause (6)**, the Board— 15
- (a) must consider it; and
- (b) may, as the Board considers appropriate, amend the draft management plan in response to the advice; and
- (c) must provide the draft management plan to the chair of the trustees and the Minister— 20
- (i) with an explanation of how the advice has been dealt with; and
- (ii) with a further request for a recommendation under **subclause (4)(a)**.
- (8) **Subclauses (4) to (7)** apply to a request under **subclause (7)(c)(ii)**. 25
- 23 Approval and notification of management plan**
- (1) Following a recommendation from the chair of the trustees and the Minister under **clause 22(4)(a)**, the Board— 30
- (a) may approve the management plan; and
- (b) must, at the same time as it approves a management plan, issue a report stating how it has considered and responded to submissions and comments on the draft management plan.

Part 2—*continued*

- (2) The Board must give public notice nationally of the approved management plan, in whatever manner it considers appropriate, stating the date on which the plan comes into force.

## Part 3

## Annual operational plan 5

**24 Process for preparation**

- (1) Each year the chief executive and the Director-General must present a draft annual operational plan (**draft plan**) to the Board before the beginning of the year to which the plan relates. 10
- (2) The Board must consider the draft plan and determine whether it is consistent with the management plan and statement of priorities.
- (3) The Board may— 15
- (a) accept the draft plan in part or as a whole as being consistent with the management plan and statement of priorities; or
  - (b) reject the draft plan in its entirety.
- (4) The Board must notify the chief executive and the Director-General in writing of its decision as soon as practicable after receiving the draft plan and, in the event that it— 20
- (a) accepts part of the draft plan only, it must— 25
    - (i) advise which parts of the draft plan are accepted; and
    - (ii) refer those parts that are not accepted to the chief executive and the Director-General for further consideration; and
    - (iii) meet with the chief executive and the Director-General to discuss the Board’s decision:
  - (b) rejects the plan in its entirety, take the steps set out in **paragraph (a)(i) to (iii)**. 30
- (5) The Board, the chief executive, and the Director-General must, in good faith, seek to resolve any disagreement over the draft plan, with the intention to make the whole plan acceptable to the Board as soon as is reasonably possible. 35

Part 3—*continued*

- (6) From the commencement of the relevant year,—
- (a) the chief executive and the Director-General—
    - (i) must undertake management activities in accordance with the accepted parts of the draft plan; and
    - (ii) may, in an emergency, undertake other management activities they consider necessary for the safety of Te Urewera or any person in Te Urewera; but
  - (b) each retains discretion over the use of their respective funds to implement the annual operational plan.
- (7) At the end of each year, the chief executive and the Director-General must report to the Board on the implementation of the operational plan for that year.
-

**Schedule 7**      **ss 162, 163, 164, 166,**  
**168(3)**

**Further provisions relating to  
authorisations and administrative matters**

**Contents**

		Page
	Activity permits	
1	Indigenous plants and animals	180
2	Accommodation	181
3	Roads	181
4	Farming	182
5	Activity permits for recreational hunting	182
6	Declarations relating to recreational hunting	183
	Concessions	
7	Requirement if proposal is for commercial purpose	183
8	When applications may be granted	183
9	When applications must be declined	184
10	When applications may be declined	184
11	Contents of applications	185
12	Further information may be required	186
13	Process to apply when application is complete	186
14	Matters that Board must consider	187
15	Mandatory conditions	188
16	Board may impose conditions	188
17	Condition as to payment of rents, fees, and royalties	190
18	Conditions may be varied	190
19	Term of concession	191
20	Continuation of term after new concession applied for	192
21	Continuation of existing concession	192
22	If Board declines to grant new concession	193
23	Further circumstance when term may continue	194
24	If Board grants concession	195
25	Board declines to grant concession	195
26	Board may reconsider decision	196
27	Failure to execute concession document or exercise concession	196
28	Charges	197
29	Restrictions on aircraft landing in Te Urewera	197
30	Tendering and management	198
31	Accounts relating to concessions	198
32	Concession records	198

33	Contributions for services provided for benefit of concessionaires	199
	Power to charge for authorisations and certain uses	
34	Charging for processing applications and use of facilities	200
	Public notice requirements	
35	Requirements for certain public notices	201

### Activity permits

#### 1 Indigenous plants and animals

- (1) This clause applies to applications for the following activities:
- (a) taking, cutting, or destroying indigenous plants within Te Urewera; and 5
  - (b) disturbing, trapping, taking, hunting, or killing indigenous animals within Te Urewera.
- (2) The Board may only grant an activity permit for the activities specified in **subclause (1)** if—
- (a) the preservation of the species concerned is not adversely affected; and 10
  - (b) the effects on Te Urewera are no more than minor; and
  - (c) the grant of a permit is consistent with the management plan.
- (3) In deciding an application, the Board must take into account whether— 15
- (a) the proposed activity is essential for management, research, interpretation, or educational purposes; and
  - (b) the proposed activity is important for the restoration or maintenance of customary practices that are relevant to the relationship of iwi and hapū to Te Urewera; and 20
  - (c) the quantity of indigenous plants or animals that will be affected is minor in relation to the abundance of the material; and
  - (d) the proposed activity could occur outside Te Urewera or elsewhere within Te Urewera where the potential adverse effects would be significantly less; and 25
  - (e) iwi and hapū support the application.

**2 Accommodation**

- (1) This clause applies to applications for an activity permit—
- (a) to establish accommodation within Te Urewera; or
  - (b) to add to an existing structure or facility.
- (2) The Board may only grant a permit for accommodation if that activity is provided for in the management plan. 5
- (3) In deciding an application, the Board must take into account whether—
- (a) the accommodation or related facility could reasonably be located outside Te Urewera or elsewhere within Te Urewera where the potential adverse effects would be significantly less; and 10
  - (b) the activity could reasonably be undertaken in an existing structure or facility; and
  - (c) the proposal— 15
    - (i) minimises any adverse effects on Te Urewera and on the existing benefit, use, and enjoyment of the public arising from public access to and in Te Urewera; and
    - (ii) avoids a rapid increase in the built environment within Te Urewera; and 20
    - (iii) complements any existing accommodation and its related facilities; and
    - (iv) provides for a location, scale design, construction, colour, and maintenance that preserve a sense of naturalness and harmonise with the landscape. 25
- (4) New accommodation and related facilities, including encampments, for exclusive private use are not permitted in Te Urewera. 30

**3 Roads**

- (1) The Board may grant an activity permit for the following activities, but only if the activity is provided for in the management plan:
- (a) to make a road or an extension to a road: 35
  - (b) to alter an existing road.
- (2) Before granting an activity permit under this clause, the Board must be satisfied that—

- 
- (a) any new road, road extension, or upgrade to an existing road in Te Urewera will have minimal effects on natural features, as far as practicable; and
- (b) all practicable measures are to be taken, in making a new road or extending or upgrading an existing road, to mitigate any adverse effects, including—
- (i) avoiding the fragmentation of habitats and ecosystems; and
  - (ii) the rehabilitation of the surfaces of earthworks; and
  - (iii) weed control; and
  - (iv) the collection and treatment of storm water run-off.
- 4 Farming**
- (1) This clause applies to farming and grazing land that, in the public interest, should ~~remain as farming or grazing land~~ continue to be farmed or used for grazing. 15
- (2) The Board may grant activity permits under **section 164** for Te Urewera land to be used for farming or grazing, but only if farming or grazing is provided for in the management plan. 20
- 5 Activity permits for recreational hunting**
- (1) The Board may grant an activity permit to undertake recreational hunting for exotic animals in Te Urewera that are not protected, as long as the Board is satisfied—
- (a) that the grant of such a permit— 25
    - (i) would be consistent with the management plan; and
    - (ii) would not interfere with any operation to control wild animals and pests in Te Urewera; and
  - (b) that the safety of persons in, or likely to be in, the vicinity of the area to which any permit applies has been provided for. 30
- (2) The Board may include conditions on a permit granted under this clause, including conditions about the use of dogs, helicopters, and horses. 35

**6 Declarations relating to recreational hunting**

- (1) The Board may, by public notice,—
- (a) declare areas of Te Urewera to be open or closed for recreational hunting;
  - (b) identify areas in Te Urewera where hunting may, with an activity permit, be undertaken. 5
- (2) Public notice may be given in whatever manner the Board considers appropriate.
- (3) Any declaration or identification under **subclause (1)** must be consistent with the management plan. 10

## Concessions

**7 Requirement if proposal is for commercial purpose**

- (1) This clause applies to every activity described in **clauses 1 to 6** that is for a commercial purpose, as described in **section 168(2)**, including commercial hunting and trapping, guided hunting operations, and wild animal control operations. 15
- (2) An activity to which **subclause (1)** refers is prohibited unless a concession is obtained in addition to any other authorisation required under **Parts 5 to 7** or other enactment.

**8 When applications may be granted** 20

- (1) The Board may grant an application for a lease or a licence (other than a *profit à prendre*), but only if—
- (a) the lease or licence relates to 1 or more fixed structures and facilities (which do not include any track or road except where the track or road is an integral part of a larger facility); and 25
  - (b) in any case where the application includes an area or areas around the structure or facility,—
    - (i) either—
      - (A) it is necessary for the purposes of safety or security of the site, structure, or facility to include any area or areas (including any security fence) around the structure or facility; or 30

- (B) it is necessary to include any clearly defined area or areas that are an integral part of the activity on the land; and
- (ii) the grant of a lease or licence is essential to enable the activity to be carried on. 5
- (2) However, no lease may be granted unless the applicant satisfies the Board that exclusive possession is necessary for—
- (a) the protection of public safety; or
- (b) the protection of the physical security of the activity concerned; or 10
- (c) the competent operation of the activity concerned.
- (3) For the purposes of **subclause (2)(c)**, the competent operation of an activity includes the necessity for the activity to achieve adequate investment and maintenance.
- (4) The Board must not grant an easement over Te Urewera land 15  
in a case where a lease, licence, or permit may be granted if the Board considers that a lease, licence, or permit is more appropriate in the circumstances.
- (5) However, if the management plan does not make provision for a concession of the kind applied for, the Board may, after 20  
complying with **clauses 11 to 14**, grant the concession.
- 9 When applications must be declined**
- The Board must not grant an application for a concession to build a structure or facility, or to extend or add to an existing structure or facility, if the Board is satisfied that the activity— 25
- (a) could reasonably be undertaken outside Te Urewera or in another part of Te Urewera where the potential adverse effects would be significantly less; or
- (b) could reasonably use an existing structure or facility or the existing structure or facility without the addition. 30
- 10 When applications may be declined**
- (1) The Board may decline an application if the Board considers that—
- (a) the information provided is insufficient or inadequate to enable the Board to assess the effects (including the 35  
effects of any proposed methods to avoid, remedy, or

- mitigate the adverse effects) of any activity, structure, or facility; or
- (b) there are no adequate or reasonable methods for remedying, avoiding, or mitigating the adverse effects of the activity, structure, or facility. 5
- (2) The Board may decline an application, whether or not it is provided for in the management plan, if the Board considers that the effects of the activity are such that a review of the management plan would be more appropriate.
- (3) If the Board declines an application under **subclause (2)**, the Board may, if requested by the applicant, initiate a review of the management plan in accordance with **subpart 5 of Part 6**. 10
- (4) The Board may require the applicant to pay all or part of the reasonable costs of such a review.
- (5) **Subclauses (2) and (3)** do not limit the discretion of the Board to initiate a review under **subpart 5 of Part 6**. 15
- 11 Contents of applications**
- (1) Every application for a concession must be made to the Board and must include the following information:
- (a) a description of the proposed activity; and 20
- (b) a description identifying the places where the proposed activity will be carried out and indicating the status of such places:
- (c) a description of the potential effects of the proposed activity, and any actions which the applicant proposes to take to avoid, remedy, or mitigate any adverse effects: 25
- (d) details of the proposed type of concession for which the applicant is applying:
- (e) a statement of the proposed duration of the concession and the reasons for that proposed duration: 30
- (f) relevant information relating to the applicant, including any information relevant to the applicant’s ability to carry out the proposed activity.
- (2) In the case of an application for a concession of a kind listed in **subclause (3)**, the applicant must also give— 35
- (a) reasons for the request; and

- (b) sufficient information to satisfy the Board that it would be appropriate and lawful to grant the application.
- (3) The kinds of concessions referred to in **subclause (2)** are—
- (a) a lease:
  - (b) a *profit à prendre* or licence: 5
  - (c) an easement.
- 12 Further information may be required**
- (1) The Board may require an applicant for a concession to supply further information as it considers necessary to enable a decision to be made, including the preparation of an assessment of effects on the environment in the form set out in Schedule 4 of the Resource Management Act 1991 or any other form the Board requires. 10
- (2) The Board may, at the applicant’s expense,—
- (a) commission a report or seek advice from any person (including the Director-General) on any matters raised in relation to the application, including a review of any information provided by the applicant: 15
  - (b) obtain from any source any existing relevant information on the proposed activity or structure that is the subject of the application. 20
- (3) Any information obtained by the Board under **subclause (2)** must be supplied to the applicant who may comment on it within such time as may be specified by the Board.
- (4) An application is incomplete if the Board— 25
- (a) advises the applicant that the specified information required under **subclause (1)** has not been provided; or
  - (b) has not received any report commissioned or advice sought under **subclause (2)**; or
  - (c) has supplied information to the applicant under **subclause (3)** and the time limit specified under that subclause has not expired. 30
- 13 Process to apply when application is complete**
- (1) The Board must consider every complete application for a concession received, other than an application that contravenes **section 168(3)**. 35

- (2) **Subclause (1)** does not limit **clause 34** (which provides for charges applying to applications).
- (3) The Board must decline an application if the Board is satisfied that the application is—
- (a) contrary to the provisions of **Parts 5 to 7**; or 5
  - (b) inconsistent with the management plan.
- (4) If the Board declines an application under **subclause (3)**, the Board must, within 20 working days after receiving the application, inform the applicant of its decision with reasons for declining the application. 10
- (5) Nothing in **Parts 5 to 7** or any other enactment requires the Board to grant a concession if the Board considers that the grant of a concession would be inappropriate in the circumstances of the particular application, having regard to the matters set out in **clause 14**. 15
- (6) Before granting a lease or a licence with a term (including all renewals) exceeding 10 years, the Board must, in whatever manner it considers appropriate, give public notice of the application.
- (7) Before granting a licence with a term (including all renewals) not exceeding 10 years, or a permit or an easement, the Board may, in whatever manner it considers appropriate, give public notice of the application if, having regard to the effects of the licence, permit, or easement, the Board considers it would be appropriate to give public notice. 25
- (8) **Subclauses (6) and (7)** do not apply to the grant of a lease or licence resulting from the exercise of a right of renewal, or a right to a new lease or licence, that is contained in a lease or licence.
- (9) **Clause 35** applies to a public notice given under **subclauses (6) or (7)**. 30
- 14 Matters that Board must consider**
- In considering an application for a concession, the Board must, in addition to the relevant matters specified in **section 164(2)**, have regard to the following matters: 35
- (a) the nature of the activity and the type of structure or facility (if any) proposed to be constructed:

- (b) the effects of the activity, structure, or facility:
- (c) any measures that can reasonably and practicably be undertaken to avoid, remedy, or mitigate any adverse effects of the activity:
- (d) any information received under **clause 10, 11, or 12:** 5
- (e) any relevant environmental impact assessment, including any audit or review:
- (f) any relevant oral or written submissions received as a result of a public notice issued under **clause 13:**
- (g) any relevant information that may be withheld from any person in accordance with the Official Information Act 1982 or the Privacy Act 1993. 10

#### 15 **Mandatory conditions**

- (1) Every concession document must include (and is to be treated as including) a condition that the person in whose favour the concession is granted (the **concessionaire**) must act in accordance with the management plan, whether the plan or any amendment to it was approved before, on, or after the date on which the concession became effective. 15
- (2) A provision of a concession document that contravenes, or allows expressly or impliedly a contravention of, the management plan is of no effect. 20
- (3) A breach or contravention of the management plan is to be treated as a breach or contravention of the concession and the concession document. 25

#### 16 **Board may impose conditions**

- In granting a concession, the Board may impose any conditions the Board considers appropriate for the activity, structure, or facility, including conditions relating to or providing for— 30
- (a) the activity itself, the carrying out of the activity, and the places where it may be carried out:
  - (b) the name and full address of every person or body to whom the concession is granted and who may carry out the activity: 35
  - (c) the payment of rent, fees, and royalties as provided in **clause 17:**

- 
- (d) the payment of compensation for any adverse effects of the activity on the interests of Te Urewera or the public in the land concerned, unless such compensation has been provided for in the setting of rent:
- (e) the provision by the concessionaire of a bond— 5
- (i) to cover any costs incurred by the Board in carrying out work that the concessionaire has failed to carry out and that was required by the concession document to be carried out; or
- (ii) to mitigate any adverse effects arising from but not authorised by the concession or not reasonably foreseen at the time the concession was granted: 10
- (f) the waiver or reduction of any rent, compensation, or bond where— 15
- (i) the concessionaire makes any contribution to the management of the lands or the public interest in those lands; or
- (ii) there is any other non-commercial public benefit from the activity; or 20
- (iii) any circumstances of the concession justify such waiver or reduction; or
- (iv) the costs of setting and collecting the rent exceed any rent which may be collected:
- (g) the restoration of the site and the removal of any structure or facility at the expense of the concessionaire or the vesting in the Board of any structure or facility at the end of the term of the concession: 25
- (h) periodic reviews of the terms and conditions (including rents) of the concession: 30
- (i) a covenant that on any transfer, sublease, sublicence, or assignment of a concession, the concessionaire remains liable throughout the term (including renewals) of the lease or licence or easement and must procure from the transferee, sublessee, sublicensee, or assignee a covenant to be bound by the conditions of the lease, licence, or easement: 35
- (j) the payment of any fees (including legal fees) in respect of the preparation of the concession document and

its registration (where necessary), being fees payable in addition to any fees or other money payable under **clause 17**.

**17 Condition as to payment of rents, fees, and royalties**

- (1) Every concession granted under **section 168(1)** is subject to a condition that the concessionaire must pay to the Board— 5
- (a) the rents, fees, and royalties specified in the concession document; and
  - (b) any other levy or charge made on an occupier of land under a lease, licence, or easement. 10
- (2) The rent, fee, or royalty specified in a concession document may be fixed at the market value, having regard to—
- (a) any circumstances relating to the nature of the activity; and
  - (b) the effects of the activity on the purposes of the area affected; and 15
  - (c) any contractual conditions, covenants, or other encumbrances placed upon intrinsic resources, natural resources, or historic resources by the concession.
- (3) The rent, fee, or royalty for a concession must be reviewed at intervals not exceeding 3 years. 20
- (4) Revenue received from concessions is subject to **section 146**.

**18 Conditions may be varied**

- (1) The Board and the concessionaire may at any time, by agreement in writing and without any public notification, vary any conditions in the concession document if— 25
- (a) the variation is of a minor and technical nature and does not materially increase the adverse effects of the activity or the term of the activity or materially change the location of the activity; or 30
  - (b) the variation will result in a reduction of the adverse effects or the duration of the activity.
- (2) The concessionaire may at any time apply to the Board to vary or extend a concession.

- (3) An application under **subclause (2)** must be treated as if it were an application for a concession, and the provisions of **clauses 11, 13 to 17, 19, and 20** apply.
- (4) The Board, on request or on its own motion, may vary the conditions of a concession if— 5
- (a) the variation is the result of a review provided for in the concession document; or
  - (b) the variation is necessary to deal with significant adverse effects of the activity that were not reasonably foreseeable at the time the concession was granted; or 10
  - (c) the variation is necessary because the information made available to the Board by the concessionaire for the purposes of the concessionaire’s application contained inaccuracies that materially influenced the decision to grant a concession and the effects of the activity permitted by the concession require more appropriate conditions. 15
- (5) A concessionaire is bound by any variation made under **subclause (4)**.
- (6) The Board and the concessionaire must execute a variation instrument. 20
- (7) If a variation relates to a registered lease or easement, the Board, or a person authorised by the Board, must promptly lodge the variation instrument for registration.
- (8) In this clause, **variation** includes an extension and a renewal. 25

### **19 Term of concession**

- (1) A lease or a licence may be granted for a term (which must include all possible renewals of the lease or licence) not exceeding 30 years or, if the Board is satisfied that there are exceptional circumstances, for a term not exceeding 60 years. 30
- (2) A permit may be granted for a term not exceeding 10 years but is not renewable.
- (3) An easement may be granted for a term not exceeding 30 years, but—
- (a) in exceptional circumstances, the Board may grant a term not exceeding 60 years; or 35

- (b) if the easement provides a right of way access to a property to which there is no other practical access, the term may be for a longer period, as the Board considers appropriate; or
- (c) if the easement is for a public work (as defined in the Public Works Act 1981), the term may be for the reasonably foreseeable duration of that public work. 5
- 20 Continuation of term after new concession applied for**
- (1) This clause and **clauses 21 and 22** apply if— 10
- (a) a concession is due to expire; and
- (b) the concessionaire applies for a new concession for the same activity; and
- (c) the application complies with the requirements of **clauses 11 to 13**; and
- (d) the application meets the timing requirement in **subclause (2) or (3)**; and 15
- (e) the concessionaire has complied with the terms and conditions of the existing concession.
- (2) The application meets the timing requirement if it is made at least 6 months before the existing concession expires. 20
- (3) The application also meets the timing requirement if—
- (a) it is made in the period starting 6 months before, and ending 3 months before, the existing concession expires; and
- (b) the Board, in its discretion, allows the application to be made within that period. 25
- 21 Continuation of existing concession**
- (1) **Subclause (2)** applies if—
- (a) the Board grants the new concession; and
- (b) the concessionaire does not apply for reconsideration under **clause 26(b)** before 1 of the following occurs: 30
- (i) the new concession document is signed by the parties;
- (ii) the specified deadline is reached.
- (2) The concessionaire may continue to operate under the existing concession until 1 of the events described in **subclause (1)(b)(i) and (ii)** occurs. 35

- (3) **Subclause (4)** applies if—
- (a) the Board grants the new concession; and
  - (b) the concessionaire applies for reconsideration under **clause 26(b)** before 1 of the following occurs:
    - (i) the new concession document is signed by the parties: 5
    - (ii) the specified deadline is reached.
- (4) The concessionaire may continue to operate under the existing concession until 1 of the following occurs:
- (a) the new concession document is signed by the parties: 10
  - (b) the Board completes or declines to carry out the reconsideration.
- (5) In this clause and **clauses 22, 24, and 25**, **specified deadline** means the earlier of the following times:
- (a) the end of the day that is 1 month after the day of the Board’s decision to grant or to decline to grant the new concession: 15
  - (b) the end of any time limit for the concessionaire to apply for reconsideration under **clause 26** that is prescribed by bylaws made under **section 176**, including any extension of the time limit. 20

## 22 If Board declines to grant new concession

- (1) **Subclause (2)** applies if—
- (a) the Board declines to grant the new concession; and
  - (b) the concessionaire does not apply for reconsideration under **clause 26** before the specified deadline. 25
- (2) The concessionaire may continue to operate under the existing concession until the specified deadline.
- (3) **Subclause (4)** applies if—
- (a) the Board declines to grant the new concession; and 30
  - (b) the concessionaire applies for reconsideration under **clause 26** before the specified deadline.
- (4) The concessionaire may continue to operate under the existing concession until the Board completes or declines to carry out the reconsideration. 35

- (5) This clause does not apply to an existing concession if **clause 20** (which enables a person to apply to continue an existing concession) already applies to the concession.

### **23 Further circumstance when term may continue**

- (1) This clause applies if— 5
- (a) a concession is due to expire; and
  - (b) the Board has exercised a power under **clause 30** to initiate a process that relates to an application for a concession; and
  - (c) an application by the concessionaire for a new concession for the same activity would be inconsistent with the process if the application were made when written notice is given under **paragraph (d)**; and 10
  - (d) the concessionaire gives written notice to the Board that the concessionaire wants to continue to operate under the existing concession under this section; and 15
  - (e) the written notice meets the timing requirement in **sub-clause (2) or (3)**; and
  - (f) the concessionaire has complied with the terms and conditions of the existing concession. 20
- (2) The written notice meets the timing requirement if it is given at least 6 months before the existing concession expires.
- (3) The written notice also meets the timing requirement if— 25
- (a) it is given in the period starting 6 months before, and ending 3 months before, the existing concession expires; and
  - (b) the Board, in its discretion, allows the written notice to be given within that period.
- (4) The concessionaire may continue to operate under the existing concession until— 30
- (a) the Board has decided to grant or to decline to grant a concession for each application made in accordance with the process initiated under **clause 30**; and
  - (b) each applicant’s right to apply for reconsideration under **clause 26** has been resolved as described in **clause 25 or 26**. 35
- (5) This clause and **clauses 24 and 25** do not apply to an existing concession if this clause already applies to the concession.

**24 If Board grants concession**

- (1) **Subclause (2)** applies if—
- (a) the Board grants a concession in the circumstances provided for in **clause 23**; and
  - (b) the applicant does not apply for reconsideration under **clause 26(b)** before 1 of the following occurs:
    - (i) the concession document is signed by the parties:
    - (ii) the specified deadline is reached.
- (2) The applicant’s right to apply for reconsideration terminates when either of the conditions described in **subclause (1)(b)** occurs. 5
- (3) **Subclause (4)** applies if—
- (a) the Board grants a new concession; and
  - (b) the applicant applies for reconsideration under **clause 26(b)** before 1 of the following occurs:
    - (i) the concession document is signed by the parties: 15
    - (ii) the Board completes the reconsideration or declines to reconsider its decision.
- (4) The applicant’s right to apply for reconsideration terminates when 1 of the following occurs: 20
- (a) the concession document is signed by the parties:
  - (b) the Board completes the reconsideration or declines to reconsider its decision.
- (5) In this clause and **clause 25**, **specified deadline** means the earlier of the following times: 25
- (a) the end of the day that is 1 month after the day of the Board’s decision to grant or to decline to grant the relevant applicant’s concession:
  - (b) the end of any time limit for the relevant applicant to apply for reconsideration under **clause 26** that is prescribed in bylaws made under **section 176**, including any extension of the time limit. 30

**25 Board declines to grant concession**

- (1) **Subclause (2)** applies if—
- (a) the Board declines to grant the concession in the circumstances provided for in **clause 22**; and
  - (b) the applicant does not apply for reconsideration under **clause 26(a)** before the specified deadline. 35

- (2) The applicant’s right to apply for reconsideration is resolved when the specified deadline is reached.
- (3) **Subclause (4)** applies if—
- (a) the Board declines to grant the concession in the circumstances provided for in **clause 23**; and 5
  - (b) the applicant applies for reconsideration under **clause 26(a)** before the specified deadline.
- (4) The applicant’s right to apply for reconsideration is resolved when the Board completes the reconsideration or declines to reconsider the decision. 10
- 26 Board may reconsider decision**
- If an applicant for a concession applies to the Board for a reconsideration, the Board may,—
- (a) in a case where it has declined to grant a concession to the applicant, reconsider that decision: 15
  - (b) in a case where it has granted a concession to the applicant, but before a concession document has been executed, reconsider any decision relating to the proposed concession.
- 27 Failure to execute concession document or exercise concession** 20
- (1) If a person to whom a concession is granted fails to sign the concession document within 1 month after being required by written notice to do so, the Board may cancel the grant of the concession to that person. 25
- (2) A concession lapses on the expiry of 2 years after the date of commencement of the concession, or after the expiry of such longer period as the Board allows, unless the concession is exercised before the end of that period.
- (3) Any money paid under the concession (including any fees paid under **clause 34**) is forfeit to the Board, unless the Board otherwise directs and is subject to **section 146**. 30
- (4) An activity carried on by the concessionaire under a concession that has been cancelled under **subclause (1)** or has lapsed under **subclause (2)** is to be treated as an activity 35

carried on without the authority of the Board for the purposes of **clause 34**.

## 28 Charges

A concessionaire may, to the extent that the concession document provides, impose a reasonable charge for an activity carried on by the concessionaire in accordance with a concession granted by the Board. 5

## 29 Restrictions on aircraft landing in Te Urewera

- (1) Aircraft are not permitted to land on, or take off from, any site within Te Urewera unless that site is a certified aerodrome. 10
- (2) However, **subclause (1)** does not apply—
  - (a) if there is an emergency arising from—
    - (i) mechanical or structural or operational defects in the aircraft or its equipment; or
    - (ii) weather conditions or other causes not under the control of the pilot in command; or 15
  - (b) the action is necessary to establish, construct, operate, maintain, repair, or replace a maritime navigational aid; or
  - (c) a concession has been obtained for the purpose from the Board. 20
- (3) A concession document granted for such a purpose by the Board must—
  - (a) be in the possession of the operator; and
  - (b) have been sighted by the pilot in command of the aircraft prior to landing or taking off. 25
- (4) This clause does not—
  - (a) apply to any aircraft operated by the New Zealand Defence Force or the Civil Aviation Authority of New Zealand; or 30
  - (b) imply any responsibility by the Board or liability for the safety of any aircraft or person aboard an aircraft while the aircraft is in the air or landing.
- (5) For the purposes of this section, **landing** includes the hovering of any aircraft and the setting down or taking on of goods or persons from an aircraft. 35

(6) In this clause, **certified aerodrome** means an aerodrome licensed under the Civil Aviation Regulations 1953 or certified under rules made under the Civil Aviation Act 1990.

### **30 Tendering and management**

The Board may—

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(a) tender the right to make an application, invite applications, or carry out other actions that may encourage specific applications:

(b) include in a concession provisions for the concessionaire to carry on activities relating to the management of any part of Te Urewera on behalf of the Board or at any time enter into any agreement providing for the concessionaire to carry out such activities.

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### **31 Accounts relating to concessions**

(1) The Board may, to assist in verifying any rent, fees, or royalties, or amount of any compensation or bond, require any body or person who has been granted a concession under **Parts 5 to 7** to provide a complete statement of audited financial accounts and any other relevant information for that part of the activity that is carried out under the concession on or in Te Urewera.

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(2) The accounts must be forwarded to the Board not later than 3 months after the end of the financial year in respect of which they are required.

(3) The contravention of or failure to comply with **subclause (2)** is a breach of the concession.

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### **32 Concession records**

The Board must make the following publicly available in whatever manner it considers appropriate:

(a) records of each application for a concession received by the Board; and

30

(b) details of any public notification of the application; and

(c) the decision made on the application.

- 33 Contributions for services provided for benefit of concessionaires**
- (1) If a community service, benefit, or facility is provided by the Board, Minister, or Director-General for the benefit of concessionaires occupying any part of Te Urewera or undertaking an activity within it under a concession document, the Board— 5
- (a) may assess the amount of the contribution to be paid by the concessionaires to the person providing and maintaining the service, benefit, or facility; and
- (b) must make that assessment in accordance with this clause and the relevant concession document. 10
- (2) **Subclause (1)** applies whether the service, benefit, or facility is provided within or outside Te Urewera.
- (3) The contribution assessed under **subclause (1)** in relation to the capital cost of providing the service, benefit, or facility must be apportioned by the Board among the concessionaires as the Board thinks fit. 15
- (4) The Board may, in its discretion, determine whether payments must be made in 1 amount or over a period of years.
- (5) The Board may also apportion among the concessionaires an annual contribution to be paid to the Board to meet the cost of maintaining the service, benefit, or facility. 20
- (6) The amount assessed and apportioned for payment by each concessionaire is due and payable to, and recoverable by, the Board 3 months after the Board has served notice of the amount payable on the concessionaires. 25
- (7) If the amount due and payable is not paid by the due date, interest is payable by the concessionaire on and from the due date until payment is made in full, at a rate fixed by the Board from time to time. 30
- (8) The failure by a concessionaire to pay the full amount by the due date is deemed to be a breach of the terms of the concession.
- (9) The Board may exempt a concessionaire from payment of the whole or a part of the amount assessed and apportioned by the Board under this section, or may grant such relief to a concessionaire that the Board considers appropriate in the circumstances. 35

Power to charge for authorisations and certain  
uses

**34 Charging for processing applications and use of facilities**

- (1) This clause applies to—
- (a) fees applying to applications for authorisations to undertake activities within Te Urewera; and
  - (b) fees for the use of structures or facilities (other than a path or track) provided by the Board or the Minister; and
  - (c) royalties, rents, fees, and other charges payable to the Board or the Minister.
- (2) The Board and the Minister must make any schedule of fees applying to the matters referred to in **subclause (1)** publicly available in whatever manner they consider appropriate.
- (3) The Board or the Minister, as relevant, may, as a condition of receiving and determining an application for an authorisation, set and charge a fee to recover the direct and indirect costs of processing and determining the application.
- (4) The Board or the Minister, as relevant, may charge a fee for the use of facilities (other than a path or track) provided by the Board or the Minister to recover the cost of providing and maintaining the facility.
- (5) The Board or the Minister must, if requested, give an estimate of the application fee likely to apply to a particular application, and may charge a fee to recover the cost of preparing that estimate, but an estimate is not binding on the Board or the Minister.
- (6) Any fee set under this clause must be reasonable, having regard to the nature of the authorisation to which it relates or, in the case of a request for an estimate, the nature of the authorisation for which the estimate is required.
- (7) The Board or the Minister is not obliged to accept an application for an authorisation under **section 164** or to prepare an estimate under **subclause (5)** unless the relevant fee is paid in full to the Board or the Minister at the same time as the application is lodged or the request for an estimate is made.
- (8) An applicant is also liable for other fees (including legal fees) for the preparation and registration of documentation, where that is necessary.

- (9) Fees applying under **subclause (8)** must be paid to the Board or the Minister, as appropriate, within 28 days of receiving a written demand from the Board or the Minister.
- (10) The Board or the Minister may, in their discretion, refund or waive payment of all or part of any fee paid or payable under this clause. 5

### Public notice requirements

#### 35 Requirements for certain public notices

- (1) If a public notice is required to be given in accordance with this clause, the notice must state— 10
- (a) that any person or organisation may make a submission in writing on the proposal; and
  - (b) the place where submissions must be sent; and
  - (c) the closing date for submissions to be received, which must be not less than 40 working days after the date when the notice is published; and 15
  - (d) that any person or organisation wishing to be heard is to be given a reasonable opportunity to appear in support of the submission and reasonable notice of the date and time of the hearing; and 20
  - (e) the procedure that will be followed at any hearing.
- (2) If public notice is given by the Board, the chief executive or Director-General, as appropriate, must—
- (a) prepare a summary of all submissions received within the specified time; and 25
  - (b) make a recommendation as to whether, and the extent to which, submissions should be accepted.
- (3) In making a decision on a matter notified in accordance with this clause, the Board must consider and take into account the summary and recommendation provided under **subclause (2)**. 30
- (4) If public notice is required in any other circumstances, the notice may be published in whatever manner is thought appropriate.

**Schedule 8****ss 181, 182, 183, 190,  
191, 230****Further provisions relating to compliance  
and enforcement****Contents**

	Page
Part 1	
Warranted officers	
1	Register 203
2	Honorary warranted officers 203
3	Suspension and withdrawal of warrant 203
Savings provisions relating to warrants	
4	Existing warrants 204
5	Temporary warrants 204
Powers	
6	Powers of warranted officers 205
7	Exercise of powers 205
8	Power to require information 205
9	Power to stop animals, vehicles, aircraft, vessels, etc 205
10	Power to search vehicles, animals, boats, or aircraft 206
11	Seizure and forfeiture of property 206
12	Stopping and searching boats outside Te Urewera 208
Powers relating to animals, boats, and vehicles	
13	Trespassing animals 209
14	Removal and disposal of abandoned boats and vehicles, and vehicles parked in prohibited places 210
Part 2	
Control of dogs	
15	Requirements in relation to dog control permits 212
16	Power to amend or revoke dog control permit 213
17	Persons authorised to take dogs into Te Urewera without dog control permit 213
18	Seizure and destruction of dogs 213
19	Disposal of seized dogs 214
20	Recovery of costs relating to dogs 216
21	Power of warranted officer to request information 216
22	Evidence in proceedings 217
23	Strict liability 217

## Part 1 Warranted officers

### 1 Register

The chief executive and Director-General must maintain and make publicly available, in the manner they consider appropriate, including on the Internet, a register of officers holding warrants issued under **section 178**, recording—

- (a) the name of a warranted officer; and
- (b) the date when the warrant is issued and when it expires; and
- (c) the powers conferred on the warranted officer.

### 2 Honorary warranted officers

An honorary warranted officer must not be warranted to exercise powers other than the power—

- (a) to act to prevent or stop offending under **clause 6**;
- (b) to require personal details or the production of lawful authority under **clause 8**;
- (c) to stop animals, vehicles, aircraft, and other things under **clause 9**;
- (d) to seize trespassing animals under **clause 13**;
- (e) to request, from a person found in possession of a plant, stone, mineral, egg, nest, animal, taonga tūturu, or part of such or similar things in the vicinity of Te Urewera, how the thing came to be in that person's possession;
- (f) to remove and relocate abandoned boats and vehicles under **clause 14**;
- (g) to request information in respect of a dog under **clause 21**.

### 3 Suspension and withdrawal of warrant

- (1) The chief executive or the Director-General may suspend a warrant issued under **section 178** and require the warranted officer to surrender the warrant, with immediate effect, if there are reasonable grounds to believe that the person is unable to perform the functions of a warranted officer by reason of legal incapacity, neglect of duty, or misconduct.

Part 1—*continued*

- (2) If a warrant is suspended, the chief executive and Director-General must jointly—
- (a) determine as soon as practicable (and in any case ~~no~~ not later than 20 working days after the suspension) whether the warrant is to be withdrawn; and 5
  - (b) withdraw the warrant in a case where legal incapacity, neglect of duty, or misconduct is established to the satisfaction of either or both the chief executive and Director-General.
- (3) A warrant may be restored by agreement of the chief executive and Director-General. 10

## Savings provisions relating to warrants

**4 Existing warrants**

- (1) This clause applies to warrants—
- (a) issued to rangers under the Conservation Act 1987; and 15
  - (b) in force immediately before the commencement of **Parts 5 to 7**.
- (2) A warrant to which this clause applies is valid, for the purposes of compliance and enforcement duties under **Parts 5 to 7** for 1 of the following periods, whichever is the shorter: 20
- (a) 3 years from the date of commencement of **Parts 5 to 7**;
  - (b) the remainder of the current term of the warrant, if the warrant is for a specified period.

**5 Temporary warrants** 25

A warrant issued to a fish and game ranger under the Conservation Act 1987 for a purpose other than for compliance and enforcement duties under **Parts 5 to 7** is valid for the purposes of compliance and enforcement duties under **Parts 5 to 7** if the fish and game ranger is temporarily or occasionally 30 assigned by the Director-General, with the agreement of the chief executive, to compliance and enforcement duties under **Parts 5 to 7**.

Part 1—*continued*

## Powers

**6 Powers of warranted officers**

- (1) A warranted officer may—
- (a) prevent a person from committing an offence against **Parts 5 to 7** that the warranted officer believes on reasonable grounds is being, or is about to be, committed; and 5
  - (b) require a person to stop doing something that the warranted officer believes on reasonable grounds is an offence, or if continued would result in an offence being committed. 10
- (2) Actions taken under **subclause (1)** must be taken in a way that is reasonable in the circumstances.

**7 Exercise of powers**

- Before a warranted officer exercises a power under **Parts 5 to 7**, unless it is impracticable to do so, the warranted officer must— 15
- (a) identify himself or herself; and
  - (b) provide evidence of being authorised to exercise the powers of a warranted officer under **Parts 5 to 7**. 20

**8 Power to require information**

- (1) If a warranted officer believes on reasonable ground that a person has committed, or is committing, an offence against **Parts 5 to 7**, the warranted officer may require the person to give his or her full name, residential address, and date of birth and to produce evidence of that information. 25
- (2) A warranted officer may require a person doing something for which lawful authority is required under **Parts 5 to 7**, to produce evidence of the authority within a reasonable time.

**9 Power to stop animals, vehicles, aircraft, vessels, etc** 30

- (1) A warranted officer may stop and detain, for a period that is reasonable in the circumstances, any animal, vehicle, aircraft, vessel, or other thing.

Part 1—*continued*

- (2) A warranted officer may require a person to stop, and remain stopped, for a period that is reasonable in the circumstances.

**10 Power to search vehicles, animals, boats, or aircraft**

- (1) A warranted officer may, in the exercise of the warranted officer's functions, powers, and duties under **Parts 5 to 7**, at any time that is reasonable in the circumstances,—
- (a) search, and for that purpose, stop and detain, any vehicle, riding or pack animal, boat, or aircraft while on the ground or on the water, any tent, caravan, hut, or bach if the warranted officer has reasonable cause to believe—
- (i) that an offence against **Parts 5 to 7** or a bylaw made under **section 176** has been committed by the owner or person in possession or occupation of the vehicle, animal, boat, or aircraft, or by any other person; and
- (ii) that evidence relating to the offence will be found in the course of that search; and
- (b) in the presence of the owner or other person in possession, open and search any parcel, package, case, bag, luggage, or other container in or on the vehicle, animal, boat, aircraft, tent, caravan, hut, or bach.
- (2) The provisions of Part 4 of the Search and Surveillance Act 2012 (except subpart 3 and sections 118 and 119) apply.

**11 Seizure and forfeiture of property**

- (1) A warranted officer may seize an item found in the possession of any person if the warranted officer has reasonable cause to believe that the person, in obtaining possession of the item, committed an offence against **Parts 5 to 7**.
- (2) Despite subpart 6 of Part 4 of the Search and Surveillance Act 2012, **subclauses (3) and (4)** apply if proceedings are not taken in respect of an offence under **subclause (1)** within 6 months after that seizure, or if proceedings are taken within that period but the charge is dismissed.

Part 1—*continued*

- (3) The charge must be dealt with under the Wildlife Act 1953 if the item seized is, or is any part of, protected wildlife, the nest or egg of protected wildlife, or the body of protected wildlife.
- (4) If the item seized is a taonga tūturu, it must be delivered to the person who is entitled to its custody under section 11(4)(a)(i) of the Protected Objects Act 1975. 5
- (5) If proceedings against the person from whom an item was seized are taken within 6 months of the seizure and the defendant is convicted of the offence relating to the seized item,—
- (a) the item is forfeited to the Crown and must be dealt with under the Wildlife Act 1953 if the item, or any part of it, is protected wildlife, the nest or egg of protected wildlife, the body of protected wildlife: 10
- (b) if the item seized is a taonga tūturu, it must be delivered to the person who is entitled to its custody under section 11(4)(a)(i) of the Protected Objects Act 1975: 15
- (c) in the case of any other item, it is forfeited to the Board.
- (6) If proceedings are not taken against the person from whom an item was seized within 6 months of the seizure, the item seized must be returned to that person at the end of that period. 20
- (7) Buildings, signs, hoardings, fences, or any apparatus erected in Te Urewera without the written consent of the Board are forfeited to the Board.
- (8) A chainsaw, firearm, trap, net, or similar item found in the unlawful possession of any person in Te Urewera, and any item found in the possession of any person and used in committing an offence against **Parts 5 to 7**, may be seized by a warranted officer. 25
- (9) Subject to **subclause (2)**, the provisions of Part 4 of the Search and Surveillance Act 2012 (except subpart 3) apply. 30
- (10) Items forfeited to the Board under this clause must be returned to Te Urewera, sold, or otherwise disposed of as the Board directs.
- (11) The proceeds of the sale or disposal of an item under **subclause (8)** are subject to **section 146**. 35

Part 1—*continued***12 Stopping and searching boats outside Te Urewera**

- (1) An authorised officer who has reasonable cause to suspect that an offence has been committed against **Parts 5 to 7** or a bylaw made under **section 176** on, from, or in respect of a boat or by a person on a boat may, while the boat is within the territorial sea of New Zealand, and if the authorised officer has reasonable cause to believe that evidence relating to the offence is on that boat,—
- 5
- (a) at any time that is reasonable in the circumstances, stop, board, and search the boat; and 10
- (b) inspect, seize, and detain specimens of any plant, animal, rock, mineral, soil, or protected New Zealand object on board the boat that the authorised officer has good cause to believe has been taken from Te Urewera; and 15
- (c) arrest without warrant any person that the authorised officer has reasonable cause to suspect has committed an offence.
- (2) The provisions of Part 4 of the Search and Surveillance Act 2012 (except subpart 3) apply. 20
- (3) **Clause 11** applies to anything seized under **subclause (1)(b)** as if it had been seized under that clause.
- (4) In this clause, **authorised officer** means—
- (a) the officer in command of a vessel of the New Zealand Naval Forces<sub>2</sub> and includes any person under the command of the officer and authorised by the officer to act in any particular case: 25
- (b) a warranted officer employed— 30
- (i) by the Director-General under **section 177(5)(a)**<sub>2</sub>; or
- (ii) by the chief executive under that section, but only if the person is specifically authorised in writing by the Minister of Conservation to act under this clause:
- (c) a warranted officer appointed in accordance with section 59 of the Conservation Act 1987: 35
- (d) a constable:

Part 1—*continued*

- (e) the master of a New Zealand Government ship within the meaning of section 2(1) of the Ship Registration Act 1992.

## Powers relating to animals, boats, and vehicles

- 13 Trespassing animals** 5
- (1) Animals found trespassing on Te Urewera may be seized by a warranted officer or a person called upon by a warranted officer for assistance.
- (2) If an animal seized under **subclause (1)** is unbranded or unregistered and has no reputed owner, it is forfeited to the Board and the Board may authorise the chief executive or the Director-General to destroy, sell, or otherwise dispose of the animal as the relevant person thinks fit. 10
- (3) If the animal seized is branded or registered or has a reputed owner, the chief executive or the Director-General may— 15
- (a) give written notice that it has been seized to the reputed owner, agent, or person who ought to have charge of the animal; or
- (b) publish, once a week for 2 consecutive weeks in a newspaper circulating in the locality, a notice requiring the owner or reputed owner to remove the animal from Te Urewera or other place to which it may have been transferred, with a warning that unless the animal is removed within 14 days after the date of the first notice, it may be destroyed, sold, or otherwise disposed of. 20 25
- (4) If an animal to which **subclause (3)** applies is not removed within the stipulated period, the Board may authorise the chief executive or Director-General to destroy, sell, or otherwise dispose of it.
- (5) In addition to the penalty for which the person is liable, a person convicted of an offence against **section 182(1)(a)** is liable to pay— 30
- (a) any costs incurred by the chief executive or the Director-General in giving notice under **subclause (3)**; and 35

Part 1—*continued*

- (b) the expenses of mustering, keeping, destroying, selling, or otherwise disposing of the animal in accordance with this clause; and
- (c) the cost of repairing or restoring any damage done to Te Urewera by the animal. 5
- (6) The costs and expenses referred to in **subclause (5)** are to be assessed by a District Court Judge and are recoverable as if incurred as a fine.
- (7) All money received by the Board under this clause is subject to **section 146**. 10
- (8) Nothing in this clause applies to wild animals (as defined in section 2(1) of the Wild Animal Control Act 1977).
- 14 Removal and disposal of abandoned boats and vehicles, and vehicles parked in prohibited places**
- (1) A warranted officer (or any other officer or employee of the chief executive or the Director-General) who has reasonable cause to believe that a boat or vehicle has been abandoned in Te Urewera may remove it, or cause it to be removed and stored in a place authorised by the chief executive or the Director-General for that purpose. 15 20
- (2) If the chief executive or the Director-General has set aside any part of Te Urewera for the parking of vehicles, a warranted officer, or an officer or employee of the chief executive or the Director-General, may remove to that place vehicles parked in a part of Te Urewera where the parking of vehicles is prohibited. 25
- (3) If a vehicle is removed, the owner or other person in charge of it is liable to the chief executive or the Director-General for the cost of removing it and for the charges that would be payable under a bylaw for the use of that parking space if the vehicle had been parked there by the owner or other person in charge. 30
- (4) **Subclause (5) or (6)** applies if the owner or another person fails—

Part 1—*continued*

- (a) to remove a vehicle from Te Urewera or other place where it is stored within 2 months after the date of its removal under **subclause (1) or (2)**; or
- (b) to pay to the chief executive or the Director-General—
- (i) the cost of removing and storing it; and 5
  - (ii) the parking charges payable under **subclause (3)**.
- (5) The chief executive or the Director-General must give not less than 14 days' notice in 2 issues of a newspaper circulating in the district in which Te Urewera is situated of the intention to sell or destroy a vehicle that— 10
- (a) is not a motor vehicle; or
  - (b) is a motor vehicle but to which no current licence to use the vehicle is affixed.
- (6) If the vehicle is a motor vehicle and a current licence to use the vehicle is affixed to it, the chief executive or the Director-General must give not less than 14 days' notice to the person last registered under Part 17 of the Land Transport Act 1998 in respect of the vehicle of the intention to sell or destroy the vehicle. 15 20
- (7) A notice given under **subclause (6)** may be given by personal delivery to the person in question, or by posting it by registered letter addressed to the person's last known place of residence or business in New Zealand.
- (8) The chief executive or the Director-General may, at any time after the expiry of the notice, sell the vehicle to any person who becomes the lawful owner of the vehicle, or the Minister may cause the vehicle to be destroyed. 25
- (9) **Subclause (8)** applies unless, before the expiry of the notice given under **subclause (5) or (6)** (whichever is appropriate), the owner of the vehicle— 30
- (a) pays to the chief executive or the Director-General the cost of removing and storing the vehicle under **subclause (1)** or, as the case requires, the cost of removing it under **subclause (2)** and the parking charges payable under that subclause, and, in either case, the cost of any advertisements published under this clause; and 35

Part 1—*continued*

- (b) removes the vehicle from the park or other place to which it was removed.
- (10) The proceeds of the sale of any vehicle sold under this clause are the property of the Board and are subject to **section 146**.
- (11) For the purposes of this clause, and without limiting the meaning of the term **abandoned**, a boat or vehicle is deemed to have been abandoned if it is left unused for a period of more than 1 month without the approval of the Board. 5
- (12) In this clause, terms defined in the Land Transport Act 1998 have, in relation to any motor vehicle, the meanings given in that Act. 10

Part 2  
Control of dogs

**15 Requirements in relation to dog control permits**

- (1) The Board, in exercising its powers under **section 191(1) or (3)(b)**, must have regard to— 15
  - (a) any actual or potential risk to protected wildlife vulnerable to dogs that is on or in the vicinity of Te Urewera or any part of Te Urewera:
  - (b) the ~~purposes~~ purpose of **Parts 5 to 7**: 20
  - (c) the Te Urewera management plan:
  - (d) the need to preserve the safety of members of the public who are likely to be in, or in the vicinity of, Te Urewera:
  - (e) any conflict that may or will occur in Te Urewera or in relation to its use between— 25
    - (i) dogs or people with dogs; and
    - (ii) other users of Te Urewera.
- (2) The Board must not issue a dog control permit under **section 191(1)** unless it is satisfied—
  - (a) that a dog is essential for the proposed activity; and 30
  - (b) that the proposed activity—
    - (i) is lawful; and
    - (ii) is not contrary to **Parts 5 to 7** or the purposes for which the land is held; and
    - (iii) is consistent with the management plan. 35

Part 2—*continued***16 Power to amend or revoke dog control permit**

The Board may amend or revoke a dog control permit issued under **section 191(1)**.

**17 Persons authorised to take dogs into Te Urewera without dog control permit** 5

(1) The following persons may take a dog into Te Urewera in the course of their official duties or while training for those duties, even if they do not hold a dog control permit:

(a) a Police employee within the meaning of section 4 of the Policing Act 2008; 10

(b) a warranted officer; or

(c) an officer or employee of the chief executive or the Director-General; or

(d) a Customs officer within the meaning of section 2(1) of the Customs and Excise Act 1996; or 15

(e) a search and rescue person.

(2) A blind or partly blind person who uses a guide dog may, without holding a dog control permit, take the guide dog into Te Urewera.

(3) A person who uses a companion dog may, without holding a dog control permit, take the companion dog into Te Urewera. 20

(4) In **subclause (3), companion dog** has the meaning given in section 2 of the National Parks Act 1980.

**18 Seizure and destruction of dogs**

(1) A warranted officer who finds a dog in Te Urewera may seize the dog, unless the dog is in Te Urewera in accordance with— 25

(a) a bylaw made under **section 176**; or

(b) a dog control permit issued under **section 191**; or

(c) **clause 17**.

(2) If a dog is in Te Urewera by virtue of a permit issued under **section 191(1)**, a warranted officer may seize the dog if— 30

(a) the dog is not in the immediate vicinity of the holder of the permit and the warranted officer has good cause to suspect that there is a significant risk—

Part 2—*continued*

- (i) of injury to any person or any protected wildlife;  
or
  - (ii) of disturbance to any protected wildlife; or
  - (b) any condition of the permit or any provision of any by-law made under **section 176** is not being observed in relation to the dog; or 5
  - (c) the holder of the permit is in the immediate vicinity of the dog but the warranted officer has good cause to suspect that the holder of the permit is unwilling or unable to control the dog; or 10
  - (d) the dog has caused injury to any person or to protected wildlife or has killed protected wildlife.
- (3) A warranted officer or other person may seize a dog at large in Te Urewera if the warranted officer or any other person has good cause to suspect that— 15
- (a) any condition of a dog control permit or a provision of a bylaw made under **section 176** is not being observed in relation to that dog; or
  - (b) the dog is likely to cause annoyance or distress to a person or an animal; or 20
  - (c) the dog is likely to damage property in Te Urewera; or
  - (d) the dog has caused annoyance or distress to a person or an animal; or
  - (e) the dog has damaged property in Te Urewera; or
  - (f) that dog has caused injury to a person or protected wildlife or has killed protected wildlife. 25
- (4) If a warranted officer has power to seize a dog under this clause, but is of the opinion that it is impracticable to do so, the warranted officer may, without further inquiry, destroy the dog. 30

**19 Disposal of seized dogs**

- (1) If a warranted officer or other person seizes a dog under **clause 18**, the warranted officer or other person may—
- (a) cause the dog to be returned to its owner; or
  - (b) hold the dog in a kennel under the custody of the chief executive or the Director-General; or 35

Part 2—*continued*

- (c) place the dog in the custody of a territorial authority to be impounded under section 69 of the Dog Control Act 1996.
- (2) If a dog is held by the chief executive or the Director-General under **subclause (1)(b)**,— 5
- (a) the chief executive or the Director-General may, in his or her discretion, return the dog to its owner subject to payment by the owner of any charges incurred, unless the chief executive or the Director-General, in his or her discretion, decides to waive or reduce the charges: 10
- (b) the chief executive or the Director-General, or an employee of the chief executive or Director-General must, as soon as practicable after the dog has been seized,—
- (i) give written notice to the nearest territorial authority that the dog has been seized and who is holding it, including a description of the dog and any other means of identifying it: 15
- (ii) give written notice to the owner of the dog (if the owner of the dog is known or can reasonably be located) that the dog has been seized and that, unless the dog is claimed and any charges paid within 7 days of receiving the notice, the dog may be sold, destroyed, or otherwise disposed of as the chief executive or the Director-General thinks fit; and after the expiry of that period the chief executive or Director-General may dispose of the dog: 20 25
- (c) the chief executive or the Director-General may, if the owner of the dog is not known and cannot be identified, sell, destroy, or otherwise dispose of the dog after the expiry of 7 days after the date of the seizure of the dog as he or she thinks fit. 30
- (3) The sale, destruction, or other disposal of a dog under these provisions does not relieve a former owner of the dog of the liability to pay any fees incurred for the seizure, sustenance, and holding of the dog. 35

Part 2—*continued*

- (4) No offence is committed against section 42 of the Dog Control Act 1996 if the chief executive or the Director-General holds or disposes of a dog under **subclause (1)(b)** in the case of a dog that ought to be, but is not, registered under that Act.
- (5) Except as provided in **subclause (1)(c)**, nothing in section 69 of the Dog Control Act 1996 affects or limits the provisions of this clause. 5
- 20 Recovery of costs relating to dogs**
- (1) The reasonable costs of seizing, holding, maintaining, or destroying a dog under this Act is a debt due by the owner of the dog to the chief executive or the Director-General, whoever incurred the costs, and may be recovered from the owner of the dog. 10
- (2) The chief executive or the Director-General may, in his or her absolute discretion, refund or waive payment of all or part of a sum paid or required to be paid under this clause. 15
- 21 Power of warranted officer to request information**
- (1) A warranted officer may, for the purposes of dog control in Te Urewera, request any person who is in Te Urewera and who appears to be in charge of a dog to give his or her name, address, and date of birth, and, if that person claims that he or she is not the owner of the dog, to state the name and address of the owner of the dog. 20
- (2) Every person commits an offence and is liable on conviction to a fine not exceeding \$1,500 who, without reasonable excuse, fails or refuses to comply with a lawful request under **subclause (1)**, or wilfully states a false name, address, or date of birth in response to a request. 25
- (3) A warranted officer who is a constable may arrest a person without a warrant if the warranted officer— 30
- (a) has good cause to suspect that an offence against **subclause (2)** has been committed by a person; and
- (b) has warned that person of the provisions of this subclause; and

Part 2—*continued*

- (c) has good cause to suspect that a further offence against **subclause (2)** has been committed by that person subsequent to the warning.

**22 Evidence in proceedings**

- (1) In proceedings for an offence against this Act, a certificate purporting to be signed by the chair of the Board to the effect that, on the date specified in the certificate, the defendant or other named person was not the holder of a dog control permit is, in the absence of proof to the contrary, sufficient evidence of the matter stated in the certificate. 5 10
- (2) **Subclause (1)** is subject to **subclauses (4) and (5)**
- (3) A copy of a licence or document granted or issued under **Parts 5 to 7**, which is certified correct by the chief executive or the Director-General or an officer authorised by either, is, in the absence of proof of the contrary, sufficient to prove the validity of the licence or other document in proceedings for an offence against **section 190**. 15
- (4) For the purpose of this clause, the production of a certificate or copy of a document purporting to be signed by a person authorised under this clause to sign it is, in proceedings for an offence against **section 190**, prima facie evidence of the certificate or copy without proof of the signature of the person appearing to have signed it. 20
- (5) The production of a certificate or copy of a document that is signed by the chief executive or the Director-General and which certifies that the land upon which any offence is alleged to have taken place was within Te Urewera is, in proceedings for an offence against **section 190**, sufficient evidence that the land was within Te Urewera. 25

**23 Strict liability**

- (1) In a prosecution for an offence against **section 192**, it is not necessary for the prosecution to prove that the defendant intended to commit an offence. 30
- (2) It is a defence in such a prosecution if the defendant proves—

Part 2—*continued*

- (a) that the defendant did not intend to commit the offence;  
and
  - (b) that, in a case where it is alleged—
    - (i) that anything required to be done was not done,  
the defendant took all reasonable steps to ensure 5  
that it was done; or
    - (ii) that anything prohibited was done, the defendant  
took all reasonable steps to ensure that it was not  
done.
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**Schedule 9**      **ss 122(4), 147(6), 235,  
244**

**Consequential amendments to other Acts**

**Biosecurity Act 1993 (1993 no 95)**

In section 7(2)(b), after “Conservation Act 1987,”, insert “**Parts 5 to 7**,”. 5

**Dog Control Act 1996 (1996 No 13)**

In section 2, definition of **owner**, after “National Parks Act 1980” insert “or **Parts 5 to 7**”.

In section 10(5)(a)(ii), replace “and” with “or”.

After section 10(5)(a)(ii), insert: 10

“(iii) Te Urewera, as defined in **section 114 of Parts 5 to 7**; and”.

In section 20(3)(b), replace “1980.” with “1980; or”.

After section 20(3)(b), insert:

“(c) Te Urewera, as defined by **section 114 of Parts 5 to 7**.” 15

In section 21(1), after “1980”, insert “or **section 191 of Parts 5 to 7**”.

**Fencing Act 1978 (1978 No 50)**

After section 3(1)(b), insert: 20

“(ba) land that is Te Urewera land, as defined by **section 114 of Parts 5 to 7**.”.

**Income Tax Act 2007 (2007 No 97)**

After section CW 40, insert:

“**CW 40B Te Urewera Board** 25

*Exempt income*

“(1) To the extent to which it is applied for the purposes set out in **Parts 5 to 7**, income derived by Te Urewera Board is exempt income.

*Definition* 30

“(2) In this section, **Te Urewera Board** has the meaning given in **section 114** of that Act.”

**Litter Act 1979 (1979 No 41)**

In section 6(1)(h), insert:

- “(j) every warranted officer and honorary warranted officer who is warranted for the purposes of **Parts 5 to 7**, while acting in the exercise and performance of powers and duties conferred and imposed by **Parts 5 to 7**.” 5

**Local Government (Rating) Act 2002 (2002 No 6)**

In section 5, insert in its appropriate alphabetical order:

“**Te Urewera Board and trustees** have the meanings given in **section 114 of Parts 5 to 7**.” 10

In Schedule 1, clause 25(b), after “2011”, insert “; or”.

In Schedule 1, after clause 25(b), insert:

- “(c) owned by the Crown, Te Urewera Board, or the trustees of Tūhoe Te Uru Taumatua under **Parts 5 to 7**, but subject to note 2.” 15

**Ngāti Manawa Claims Settlement Act 2012 (2012 No 27)**

In section 10, definition of **conservation document**, replace paragraph (c) with:

- “(c) Te Urewera management plan, as defined in **section 114 of Parts 5 to 7**.” 20

Before section 20, insert:

**“20AA Interpretation and transitional provision**

“(1) In sections 20 to 33,—

“**conservation management plan** has the meaning given in section 2(1) of the Conservation Act 1987 25

“**conservation management strategy** has the meaning given in section 2(1) of the Conservation Act 1987

“**Te Urewera Board** has the meaning given in **section 114 of Parts 5 to 7**

“**Te Urewera management plan** has the meaning given in **section 114 of Parts 5 to 7**. 30

“(2) Until the date when the management plan required by **section 151 of Parts 5 to 7** is approved under that Act, Te Urewera National Park management plan approved ~~on date?~~ in 2003 under section 48 of the National Parks Act 1980 applies to Te 35

**Ngāti Manawa Claims Settlement Act 2012 (2012 No 27)**—*continued*

Urewera (including Tāwhiuau Maunga), to the extent that it is not inconsistent with **sections 111 and 112 of Parts 5 to 7**, as if the plan were approved for Te Urewera (including Tāwhiuau Maunga).”

In section 21(1)(a), after “Boards”, insert “, Te Urewera Board, and the Minister of Conservation”. 5

In section 21(1)(b), after “Authority”, insert “and Te Urewera Board”.

In section 22(1), after “directed at”, insert “Te Urewera Board and”.

In the heading to section 23, delete “**of Conservation Authority and Conservation Boards**”. 10

In section 23(1), after “Board”, insert “, Te Urewera Board, or the Minister of Conservation”.

In section 23(2), after “making”, insert “or considering”.

In section 23(2), after “Board”, insert “, Te Urewera Board, or the Minister of Conservation”. 15

In section 23(2)(b), replace “the conservation document or proposal or recommendation” with “Te Urewera management plan or the conservation document, proposal, or recommendation”.

Replace section 24(2)(b) with: 20

“(b) not an amendment to a conservation management plan or conservation management strategy for the purposes of section 17I of the Conservation Act 1987, or to Te Urewera management plan for the purposes of **section 155 of Parts 5 to 7**.” 25

In section 25(2), after “Director-General”, insert “or Te Urewera Board”.

Replace section 26(1) with:

“(1) The following persons must take action in relation to the protection principles: 30

“(a) the Director-General; or

“(b) Te Urewera Board; or

**Ngāti Manawa Claims Settlement Act 2012 (2012 No 27)**—*continued*

“(c) if relevant management functions are undertaken by the chief executive of Tūhoe Te Uru Taumatua, the chief executive.

“(1A) The actions that must be taken include those set out in paragraph 5 in the Ahikāroa in Part 1 of the schedule of the deed of settlement, with the necessary modifications.” 5

In section 26(2), replace “Director-General retains” with “persons referred to in **subsection (1)**”.

In section 26(3), replace “Director-General” with “persons referred to in **subsection (1)**”. 10

In section 26(4), replace “Director-General” with “persons referred to in **subsection (1)**”.

In section 27(1), after “Director-General”, insert “or Te Urewera Board”.

In section 27(3), replace “section 46(1) to (4) of the National Parks Act 1980” with “**section 155 of Parts 5 to 7**”. 15

In section 28(1), replace “The Minister of Conservation” with “Te Urewera Board”.

Replace section 29 with:

“**29 Purpose of Ahikāroa** 20  
The purpose of **Parts 5 to 7** is not affected by the fact that part of Te Urewera is subject to Ahikāroa.”

Replace section 30(2)(b) and (c) with:

“(b) the area concerned is removed from Te Urewera by legislation.” 25

In section 30(3), replace “(2)(b) or (c)” with “(2)(b)”.

In section 30(4)(a), replace “dispose” with “introduce legislation for the disposal”.

In section 30(4)(b), replace “responsibility for managing” with “Crown responsibility in relation to”. 30

In section 30(5), replace “4(a) or (b)” with “4”.

In section 30(5), after “management of”, insert “the relevant part of”.

**Property Law Act 2007 (2007 No 91)**

After section 328(2)(a), insert:

“(aa) any part of Te Urewera land, as defined in **section 114 of Parts 5 to 7**; or”.

**Ombudsmen Act 1975 (1975 No 9)**

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In Schedule 1, Part 2, insert in its appropriate alphabetical order “Te Urewera Board as defined in **section 114 of Parts 5 to 7**”.

**Public Audit Act 2001 (2001 No 10)**

In Schedule 2, insert in its appropriate alphabetical order “Te Urewera Board as defined in **section 114 of Parts 5 to 7**”.

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**Public Finance Act 1989 (1989 No 44)**

In section 2(1), definition of **Crown** or **the Sovereign**, paragraph (c)(vi), after “company”, insert “; or”.

In section 2(1), definition of **Crown** or **the Sovereign**, after paragraph (c)(vi), insert:

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“(vii) an entity named or described in Schedule 7”.

After section 3C, insert:

**“3D Power to amend Schedule 6 to reflect name changes**

The Governor-General may, by Order in Council, on the recommendation of the Minister following consultation with the person with statutory responsibility for performing or exercising the rights, powers, and duties of the legal entity, amend Schedule 7 to replace the name of an entity in recognition of a change to its name.”

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**Legislative history**

7 August 2013  
22 October 2013

Introduction (Bill 146–1)  
First reading and referral to Māori Affairs  
Committee

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