

**THE DESCENDANTS OF THE ORIGINAL OWNERS  
OF MARAEROA A AND B BLOCKS**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

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## 1 IMPLEMENTATION OF SETTLEMENT

- 1.1 The governance entity trust must use best endeavours to ensure that every historical claim proceedings is discontinued in so far as they relate to the Maraeroa A and B blocks –
- 1.1.1 by the settlement date; or
  - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
- 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement; and
  - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement; and
  - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
    - (a) terminating an historical claim proceedings; and
    - (b) giving further effect to this deed, including achieving –
      - (i) certainty in relation to a party's rights and/or obligations; and/or
      - (ii) a final and durable settlement.
- 1.3 The Crown may cease any landbank arrangement in relation to the Maraeroa A and B blocks.
- 1.4 The settling group and every representative entity must –
- 1.4.1 support a bill referred to in paragraph 1.2.3; and
  - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

## 2 INTEREST

- 2.1 The Crown must pay interest on the financial and commercial redress amount (\$1,800,000) to the governance entity trust on the settlement date.
- 2.2 The interest is payable –
- 2.2.1 for the period –
- (a) beginning on the date of the agreement in principle; and
- (b) ending on the day before the settlement date; and
- 2.2.2 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 2.3 The interest is –
- 2.3.1 subject to any tax payable in relation to it; and
- 2.3.2 payable after withholding any tax required by legislation to be withheld.



**3 TAX**

**INDEMNITY**

- 3.1 The provision of Crown redress, or an indemnity payment, to the governance entity is not intended to be –
- 3.1.1 a taxable supply for GST purposes; or
  - 3.1.2 assessable income for income tax purposes; or
  - 3.1.3 a dutiable gift for gift duty purposes.
- 3.2 The Crown must, therefore, indemnify the governance entity for –
- 3.2.1 any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment; and
  - 3.2.2 any income tax payable by the governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity; and
  - 3.2.3 any gift duty payable by the governance entity in respect of the provision of Crown redress that is –
    - (a) cultural redress; or
    - (b) the right under this deed to purchase RFR Property; and
  - 3.2.4 any reasonable cost or liability incurred by the governance entity in taking, at the Crown's direction, action –
    - (a) relating to an indemnity demand; or
    - (b) under paragraph 3.13 or paragraph 3.14.1(b).

**LIMITS**

- 3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 3.3.1 interest paid under part 2;
  - 3.3.2 any of the following provided under the settlement documentation:
    - (a) amounts paid or distributed by the Crown Forestry Rental Trust in relation to the licensed land, including rental proceeds and interest on rental proceeds; and

## GENERAL MATTERS

### 3: TAX

- (b) New Zealand units in relation to the licensed land;
- 3.3.3 the transfer of RFR Property under this deed;
- 3.3.4 the governance entity's –
  - (a) use of Crown redress or an indemnity payment; or
  - (b) payment of costs, or any other amounts, in relation to Crown redress.

### ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge –
  - 3.4.1 the Crown redress is provided –
    - (a) to settle the historical claims that relate to Maraeroa A and B blocks; and
    - (b) with no other consideration being provided; and
  - 3.4.2 in particular, the following are not consideration for the Crown redress:
    - (a) an agreement under this deed to –
      - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
      - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress;
    - (b) the performance of that agreement; and
  - 3.4.3 nothing in this part is intended to imply that –
    - (a) the provision of Crown redress, or an indemnity payment, is –
      - (i) a taxable supply for GST purposes; or
      - (ii) assessable income for income tax purposes; or
      - (iii) a dutiable gift for gift duty purposes; or
    - (b) if the governance entity is a charitable trust, or other charitable entity, it receives –
      - (i) redress, assets, or rights other than for charitable purposes; or

## GENERAL MATTERS

### 3: TAX

- (ii) income other than as exempt income for income tax purposes; and
- 3.4.4 the transfer of RFR Property under this deed is a taxable supply for GST purposes; and
- 3.4.5 the governance entity is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) (in respect of the governance entity incorporation) or section HF 2(3)(e)(i) (in respect of the governance entity trust) of the Income Tax Act 2007.

### CONSISTENT ACTIONS

- 3.5 Neither the governance entity, nor a person associated with it, nor the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, the governance entity agrees that –
  - 3.6.1 from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and
  - 3.6.2 neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, –
    - (a) an input credit for GST purposes; or
    - (b) a deduction for income tax purposes.

### INDEMNITY DEMANDS

- 3.7 The governance entity and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity may be entitled to an indemnity payment.
- 3.8 An indemnity demand –
  - 3.8.1 may be made at any time after the settlement date; but
  - 3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –
    - (a) specified in an assessment; or
    - (b) a date for the payment of provisional tax; or
    - (c) otherwise determined; and
  - 3.8.3 must be accompanied by –

## GENERAL MATTERS

### 3: TAX

- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

#### INDEMNITY PAYMENTS

- 3.9 If the governance entity is entitled to an indemnity payment, the Crown may make the payment to –
- 3.9.1 the governance entity; or
  - 3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity.
- 3.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –
- 3.10.1 the due date for payment of the tax; or
  - 3.10.2 the next business day after receiving the indemnity payment.

#### REPAYMENT

- 3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that –
- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or
  - 3.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.
- 3.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

#### RULINGS

- 3.13 The governance entity must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

#### CONTROL OF DISPUTES

- 3.14 If the governance entity is entitled to an indemnity payment, the Crown may –
- 3.14.1 by notice to the governance entity, require it to –



## GENERAL MATTERS

### 3: TAX

- (a) exercise a right to defer the payment of tax; and/or
  - (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –
    - (i) a tax assessment; and/or
    - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or
- 3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and
- 3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

#### DEFINITIONS

- 3.15 In this part, unless the context requires otherwise, –

**provision**, in relation to redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

**use**, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.



## 4 NOTICE

### APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 7 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property.

### REQUIREMENTS

- 4.3 A notice must be –
- ( 4.3.1 in writing; and
- 4.3.2 signed by the person giving it (but, if the governance entity trust is giving the notice, it is effective if not less than three trustees sign it); and
- 4.3.3 addressed to the recipient at its address or facsimile number as provided –
- ( (a) in paragraph 4.6; or
- (b) if the recipient has given notice of a new address or facsimile number, in the most recent notice of a change of address or facsimile number; and
- 4.3.4 given by –
- ( (a) personal delivery (including by courier) to the recipient's street address; or
- (b) sending it by pre-paid post addressed to the recipient's postal address; or
- (c) by faxing it to the recipient's facsimile number.

### TIMING

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered; or
- 4.4.2 on the second day after posting, if posted; or
- 4.4.3 on the day of transmission, if faxed.

## GENERAL MATTERS

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### 4: NOTICE

- 4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

#### ADDRESSES

- 4.6 The address of –

- 4.6.1 the settling group and the governance entity is (for both the incorporation and trust) –

23 King Street East  
PO Box 376  
Te Kuiti 3910

Facsimile No. 07 878 7175

- 4.6.2 the Crown is –

C/- The Solicitor-General  
Crown Law Office  
Level 10  
Unisys House  
56 The Terrace  
PO Box 2858  
**WELLINGTON**

Facsimile No. 04 473 3482



**5 MISCELLANEOUS**

**AMENDMENTS**

- 5.1 This deed may be amended only by written agreement signed by the mandated signatories or governance entity trust (as the case may be) and the Crown.

**ENTIRE AGREEMENT**

- 5.2 This deed, and each of the settlement documents, in relation to the matters in it, –

5.2.1 constitutes the entire agreement; and

5.2.2 supersedes all earlier representations, understandings, and agreements.

**NO ASSIGNMENT OR WAIVER**

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.

- 5.4 Except as provided in this deed or a settlement document, a party –

5.4.1 may not transfer or assign its rights or obligations; and

5.4.2 does not waive a right by –

(a) failing to exercise it; or

(b) delaying in exercising it; and

5.4.3 is not precluded by a single or partial exercise of a right from exercising –

(a) that right again; or

(b) another right.

## 6 DEFINED TERMS

6.1 In this deed-

**acknowledgement areas** means the areas more particularly described in part 2 of the attachments;

**agreement in principle** means the agreement in principle referred to in clause 1.3.2 of part 1 of the deed; and

**area of interest** means the area identified as the area of interest in deed plan OTS-120-01 in part 1 of the attachments; and

**assessable income** has the meaning given to it by section YA 1 of the Income Tax Act 2007; and

**attachments** means the attachments to this deed, being the deed plans, the acknowledgement areas and, the place name changes ; and

**authorised person** in relation to:

- (a) the commercial redress property means a person authorised by the chief executive of LINZ; and
- (b) a cultural redress property means a person authorised by the Director-General of the Ministry of Agriculture and Forestry in the case of Waimiha Kei Runga or a person authorised by the Director-General of the Department of Conservation in all other cases; and

**business day** means a day that is not –

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of –
  - (i) Wellington; or
  - (ii) Auckland; and

**commercial redress property** means the property described in part 4 of the property redress schedule; and

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### 6: DEFINED TERMS

**Commissioner of Crown Lands** has the same meaning as Commissioner in section 2 of the Land Act 1948; and

**Commissioner of Inland Revenue** includes, where applicable, the Inland Revenue Department; and

**consent authority** has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

**conservation area** has the meaning given to it by section 2(1) of the Conservation Act 1987; and

**conservation board** means a board established under section 6L of the Conservation Act 1987; and

**conservation document** means:

- (a) a conservation management strategy (as defined in section 2(1) of the Conservation Act 1987); or
- (b) a conservation management plan (as defined in section 2(1) of the Conservation Act 1987); and

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

**Crown forest land** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry licence** -

- (a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to licensed land, means the licence described in relation to that land in part 4 of the property redress schedule; and

**Crown Forestry Rental Trust** means the trust established by the Crown forestry rental trust deed; and

**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

**Crown redress** -

- (a) means redress -
  - (i) provided by the Crown to the governance entity; or

## GENERAL MATTERS

### 6: DEFINED TERMS

(ii) vested by the settlement legislation in the governance entity incorporation that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes the right of first refusal of the governance entity incorporation under this deed in relation to RFR Property; and

(c) includes any part of the Crown redress; and

(d) does not include –

(i) an obligation of the Crown under this deed to transfer RFR Property; or

(ii) RFR Property; and

**cultural redress** means the redress provided by or under –

(a) clauses 5.1 to 5.18; or

(b) the settlement legislation giving effect to any of those clauses; and

**cultural redress property** means each property described in part 2 of the property redress schedule; and

**date of this deed** means the date this deed is signed by the parties; and

**deed of settlement** and **deed** means the main body of this deed, the schedules, and the attachments; and

**deed plan** means a deed plan in the attachments; and

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

**documents schedule** means the documents schedule to this deed; and

**dutiable gift** has the meaning given to it by section 2 of the Estate and Gift Duties Act 1968; and

**eligible member of the settling group** means a member of the settling group who on 4 February 2011 was –

(a) aged 18 years or over; and

(b) registered on the register of members of the settling group kept by [**name**] for the purpose of voting on –

(i) the ratification, and signing, of this deed; and

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### 6: DEFINED TERMS

(ii) the approval of the governance entity to receive the redress; and

**encumbrance**, in relation to a property, means a lease, forestry right, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation, affecting that property; and

**Environment Court** means the court referred to in section 247 of the Resource Management Act 1991; and

**financial and commercial redress** means the redress provided by or under –

- (a) clauses 6.1 to 6.12 of the deed of settlement; or
- (b) the settlement legislation giving effect to any of those clauses; and

**financial and commercial redress amount** means the amount referred to in clause 6.1 as the financial and commercial redress amount; and

**forestry right** means a forestry right registered under the Forestry Rights Registration Act 1983; and

**forestry right holder** means the holder of the forestry right and includes the successors and assignees of the forestry right holder; and

**general matters schedule** means this schedule; and

**gift duty** means gift duty imposed under the Estate and Gift Duties Act 1968 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of gift duty; and

**governance entity** means–

- (a) the governance entity trust; and
- (b) the governance entity incorporation; and

**governance entity incorporation** means the proprietors of the Maraeroa A and B Incorporation; and

**governance entity trust** means the Maraeroa A and B Trust; and

**GST**–

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and



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### 6: DEFINED TERMS

**historical claim proceedings** means an historical claim made in any court, tribunal, or other judicial body; and

**historical claims that relate to Maraeroa A and B blocks** has the meaning given to it by clauses 10.2 to 10.4; and

**income tax** means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

**indemnity demand** means a demand made by the governance entity to the Crown under part 3 of this schedule for an indemnity payment; and

**indemnity payment** means a payment made by the Crown to the governance entity or the Commissioner of Inland Revenue under part 3 of this schedule; and

**land holding agency**, in relation to, –

- (a) a cultural redress property, means:
  - (i) the Ministry of Agriculture and Forestry in the case of Waimiha Kei Runga; and
  - (ii) the Department of Conservation in all other cases; and
- (b) the commercial redress property means LINZ; and

**Landonline workspace** means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and

**licensed land** -

- (a) means the land described in part 4 of the property redress schedule as licensed land; but
- (b) excludes -
  - (i) all trees growing, standing, or lying on the land; and
  - (ii) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

**licensee** means the registered holder for the time being of the Crown forestry licence; and

**licensor** means the licensor for the time being of the Crown forestry licence; and

**LINZ** means Land Information New Zealand; and

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### 6: DEFINED TERMS

**main body of this deed** means all of this deed, other than the schedules and attachments; and

**mandated negotiators** means the individuals identified as the mandated negotiators by clause 10.7.1; and

**mandated signatories** means the individuals identified as the mandated signatories by clause 10.7.2; and

**Māori land claims protection legislation** means the following sections:

- (a) 8A to 8HJ of the Treaty of Waitangi Act 1975;
- (b) 27A to 27C of the State-Owned Enterprises Act 1986;
- (c) 211 to 213 of the Education Act 1989;
- (d) Part 3 of the Crown Forest Assets Act 1989; or
- (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990; and

**Maraeroa A and B Trust** means the trust known by that name and established by a trust deed dated [*date*] and signed by [*name, place of residence, and occupation of signatories*]; and

**member of the settling group** means an individual referred to in clause 10.5.1; and

**memorial certificate** has the meaning given to it in clause 4.6.6(a); and

**Minister** means a Minister of the Crown; and

**month** means a calendar month; and

**new official geographic name** has the meaning given to it in clause 5.15.1; and

**New Zealand Conservation Authority** means the authority established under section 6A of the Conservation Act 1987; and

**New Zealand Historic Places Trust** means the trust referred to in section 38 of the Historic Places Act 1993; and

**New Zealand unit** has the meaning given to it by section (4)1 of the Climate Change Response Act 2002; and

**notice** means a notice given under part 4 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and

**overlay classification** means the site declared subject to an **overlay classification** by the settlement legislation, being the site referred to in clause 5.1.1; and

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### 6: DEFINED TERMS

**partnership agreement** means the partnership agreement between the governance entity trust and the Department of Conservation referred to in clauses 5.7-5.9; and

**party** means each of the following:

(a) the settling group;

(b) the Crown; and

**person** includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

**property redress schedule** means the property redress schedule to this deed; and

**protection principles** means the protection principles in part 2 of the documents schedule; and

**redress** means –

(a) the acknowledgement and the apology made by the Crown under clauses 3.1 and 3.2; and

(b) the cultural redress; and

(c) the financial and commercial redress; and

**redress property** means –

(a) each cultural redress property; and

(b) the commercial redress property; and

**Registrar-General of Land** means the Registrar-General of Land referred to in section 4(1) of the Land Transfer Act 1952; and

**rental proceeds** has the meaning given to it by the Crown forestry rental trust deed; and

**representative entity** means –

(a) the governance entity; and

(b) a person (including any trustee or trustees) acting for or on behalf of:

(i) the collective group referred to in clause 10.5.1; or

(ii) any one or more members of the settling group; or

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### 6: DEFINED TERMS

- (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 10.5.2; and

**resource consent** has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

**resumptive memorial** means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

**RFR deed** means the deed provided by the Crown to the governance entity incorporation on terms and conditions set out in part 6 of the documents schedule; and

**RFR Property** means property described in the table in schedule 3 of the RFR deed or, in the case of Pureora Village, any part of that property, provided that a disposal of one part of Pureora Village does not trigger a disposal of the whole of the property; and

**schedules** means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents schedule; and

**settlement** means the settlement of the historical claims that relate to the Maraeroa A and B blocks under this deed and the settlement legislation; and

**settlement date** means the date that is 20 business days after the date on which the settlement legislation comes into force; and

**settlement document** means a document entered into by the Crown to give effect to this deed; and

**settlement documentation** means this deed and the settlement legislation; and

**settlement legislation** means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 9.1 is passed, the resulting Act; and

**settling group** has the meaning given to it by clause 10.5; and

**statement of association** means each statement of association in part 3 of the documents schedule; and

**statement of the values of the descendants of the original owners of Maraeroa A and B blocks** means, in relation to the overlay classification site, the statements –

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- (a) made by the descendants of the original owners of Maraeroa A and B blocks of their values relating to their cultural, spiritual, historical, and traditional association with the site; and
- (b) that are in the form set out in part 1 of the documents schedule at the settlement date; and

**statutory acknowledgment** means the acknowledgement by the Crown in the settlement legislation of the statements of association made by the descendants of the original owners of Maraeroa A and B blocks in relation to the areas set out in clause 5.3.1(a) on the terms described in clause 5.3; and

**tax** includes income tax, GST, and gift duty; and

**taxable activity** has the meaning given to it by section 6 of the Goods and Services Tax Act 1985; and

**taxable supply** has the meaning given to it by section 2 of the Goods and Services Tax Act 1985; and

**tax indemnity** means an indemnity given by the Crown under part 3 of this schedule; and

**terms of negotiation** means the terms of negotiation referred to in clause 1.3.1; and

**transfer value**, in relation to the commercial redress property, means the transfer value provided in part 4 of the property redress schedule in relation to that property; and

**Treaty of Waitangi** means Te Tiriti o Waitangi/the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

**trustees of the Maraeroa A and B Trust** means the trustees from time to time of that trust; and

**unlicensed land** means the land described as Waimiha Kei Runga site in part 2 of the property redress schedule; and

**values of the descendants of the original owners of Maraeroa A and B blocks** means the statement of the values of the descendants of the original owners of Maraeroa A and B blocks in part 1 of the documents schedule; and

**vesting**, in relation to a cultural redress property, means its vesting under the settlement legislation; and

**Waitangi Tribunal** means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; and

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

## 7 INTERPRETATION

- 7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 7.2 Headings do not affect the interpretation.
- 7.3 A term defined by this deed has the meaning given to it by this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as –
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
  - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
  - 7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or
  - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
  - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 7.11 A reference to –
- 7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and
  - 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and

## GENERAL MATTERS

### 7: INTERPRETATION

- 7.11.3 a party includes a permitted successor of that party; and
- 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown-
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in –
- 7.14.1 the main body of this deed are referred to as clauses; and
- 7.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and
- 7.14.3 the documents in the documents schedule are referred to as clauses.
- 7.15 If there is a conflict between a provision that is in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails.
- 7.16 The deed plans in the attachments that are referred to in the overlay classification, the partnership agreement and the statutory acknowledgement indicate the general locations of the relevant sites and areas but not their precise boundaries.