
Parties

TE RŪNANGA O NGĀI TAHU

and

HER MAJESTY THE QUEEN

in right of New Zealand

DEED OF SETTLEMENT
SECTION 20

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(Clause 20.10)



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SECTION 20: MISCELLANEOUS MATTERS

20.1 MUTUAL ACKNOWLEDGEMENTS AND AGREEMENTS

20.1.1 Nature of Settlement

Te Rūnanga and the Crown wish it to be recorded:

- (a) that the Settlement represents the result of extended negotiations conducted in good faith and in a spirit of co-operation and compromise;
- (b) that each party acknowledges the difficulty in assessing compensation for the loss and prejudice suffered by Ngāi Tahu;
- (c) that it is not possible to and it is acknowledged that the Settlement will not fully compensate Ngāi Tahu for all losses and prejudice suffered;
- (d) that Ngāi Tahu, by agreeing to the Settlement, is forgoing a substantial part of the redress sought by Ngāi Tahu in respect of the Ngāi Tahu Claims, and that this is recognised by the Crown as a contribution to the development of New Zealand; and
- (e) that the Settlement will however provide Ngāi Tahu with the resources to enable it to preserve its distinct identity, culture and traditions, and to restore its economic and social well-being,

and that, taking all matters into consideration, Te Rūnanga and the Crown each acknowledges that the Settlement is fair in the circumstances.

20.1.2 Customary Rights

The parties acknowledge that:

- (a) the provision relating to the removal of the jurisdiction of the Courts, the Waitangi Tribunal and any other tribunal referred to in *clause 16.1.2(b)* and *clause 17.3.2*:
 - (i) is not intended to prevent any Ngāi Tahu Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of Ngāi Tahu Claims or to prevent the Crown from disputing such claims or the existence of such title or rights; but
 - (ii) is intended to prevent any Ngāi Tahu Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Ngāi

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Tahu Claims, such claims having been settled in accordance with *clause 16.1*; and

- (b) nothing in this Deed extinguishes any aboriginal title or customary rights that any Ngāi Tahu Claimant may have or constitutes or implies any acknowledgement or acceptance by the Crown that such title or rights exist either generally or in any particular case, but this clause does not limit *clause 16.1*.

20.1.3 Treaty of Waitangi Fisheries Commission

The parties acknowledge that nothing in this Deed or in the Settlement Legislation is intended to affect in any way any decision of the Treaty of Waitangi Fisheries Commission either under the Māori Fisheries Act 1989 (as amended by the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992) or in respect of the Deed of Settlement between the Crown and Māori dated 23 September 1992.

20.2 NON-DEROGATION

20.2.1 Non-derogation of Ngāi Tahu Rights

Except as expressly provided in this Deed, nothing in this Deed is intended to derogate from any rights that Ngāi Tahu, any member of Ngāi Tahu Whānui or Te Rūnanga might otherwise have under common law, statute or the Treaty of Waitangi.

20.2.2 Non-derogation of Crown Rights

Except as expressly provided in this Deed, nothing in this Deed is intended to derogate from any rights or powers of the Crown under common law, statute, or the Treaty of Waitangi.

20.2.3 Application of Statutes

Except where expressly provided otherwise, where this Deed provides for any person to be the administering body of any reserve or any area which is to be administered as if it were a reserve, the control and management of the reserve or area will be subject to, and will not affect the application of, the statutes listed in *Attachment 20.1* and any other statutes which may be enacted providing for the control and management of the natural environment and of any species of wildlife.

20.3 CONSISTENCY WITH CONSERVATION ACT

20.3.1 Defined Terms

Terms used in *clause 20.3.2* which are defined in *Section 12* (Mahinga Kai - General) have the same meanings in *clause 20.3.2* as they have in *Section 12* (Mahinga Kai - General).

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20.3.2 Parties' Agreement and Acknowledgement

The parties agree and acknowledge that the Tōpuni, Statutory Adviser role, Deed of Recognition (to the extent that it relates to the Department of Conservation), advisory roles to the Minister of Conservation in respect of Taonga Species and Taonga Fish Species and Protocols are all directed at providing Te Rūnanga with meaningful input into Department of Conservation decision-making relating to specified aspects of management and administration of certain areas of land and species which affect Ngāi Tahu's interests, but those new instruments do not override or diminish the requirements of the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987 or the functions and powers of the Department of Conservation under those Acts or the rights of Te Rūnanga or any member of Ngāi Tahu Whānui under those Acts.

20.4 GENERAL TERMS OF TRANSFER OF NON-COMMERCIAL PROPERTIES

20.4.1 Application of this Clause 20.4

The following terms shall apply to the vesting in or transfer to a Recipient of all property or property interests pursuant to *clauses 11.2 and 11.3 and Section 13* (Specific Sites), *Section 14* (Ancillary Claims) and *Section 15* (South Island Landless Natives Act) (and, where specified, to *clauses 11.6 to 11.8*), unless expressly provided otherwise in this *clause 20.4* or in those clauses and Sections.

20.4.2 Definitions

In this *clause 20.4*:

Completion Date means the date on which the vesting or transfer to a Recipient of a property or property interest pursuant to *clauses 11.2, 11.2 and 11.6 to 11.8 and Sections 13 to 15*, is required to occur under the relevant clause or Section and, where no such provision is made, means the Settlement Date;

Encumbrances means all leases, licences, mining licences or permits, easements, access arrangements, covenants, or other third party rights whether registered or unregistered; and

Recipient means any person or body in or to whom a property or property interest is to be vested or transferred pursuant to *clauses 11.2, 11.3 and 11.6 to 11.8 and Sections 13 to 15*, and includes Te Rūnanga, the Ancillary Claims Trustees, a Ngāi Tahu Recipient, or a Successor (as that term is defined in *Section 15*).

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20.4.3 Interpretation

In this *clause 20.4*, a reference to:

- (a) *clauses 11.2, 11.3 and 11.6 to 11.8* is a reference to certain clauses in *Section 11* (Mahinga Kai - Transfer and Vesting of Properties) which provide for the vesting or transfer of a property or property interest;
- (b) *Section 13* is a reference to *Section 13* (Specific Sites);
- (c) *Section 14* is a reference to *Section 14* (Ancillary Claims); and
- (d) *Section 15* is a reference to *Section 15* (South Island Landless Natives Act).

20.4.4 Existing Encumbrances

The Crown agrees that:

- (a) on or before the date of this Deed, it will disclose to Te Rūnanga existing Encumbrances of which it is aware over the property or property interests to be vested or transferred pursuant to *clauses 11.2, 11.3 and 11.6 to 11.8, Section 14 and clauses 15.2 and 15.11*; and
- (b) the Settlement Legislation will provide, without requiring the registration of Encumbrances that are not normally registrable, that the vesting or transfer of property or property interests pursuant to those clauses and Sections will be subject to those existing Encumbrances disclosed by the Crown to Te Rūnanga pursuant to *clause 20.4.4(a)*, which have been identified in the relevant Attachments or clauses relating to those property or property interests.

20.4.5 Disclosure of Existing Encumbrances

Te Rūnanga and the Crown acknowledge and record that, pursuant to *clause 20.4.4(a)*, the Crown has agreed to disclose the existence of Encumbrances of which it is aware over the property or property interests to be vested or transferred pursuant to *clauses 11.2, 11.3 and 11.6 to 11.8, Section 14 and clauses 15.2 and 15.11*. However it is and has been the responsibility of Te Rūnanga to satisfy itself as to the terms and nature of those Encumbrances, and as to any other matters relating to the property or property interests. Accordingly, without limiting the Crown's agreement in *clause 20.4.4(a)* to disclose the existence of Encumbrances and the Crown's agreement in *clause 20.4.7(c)* to disclose details of contaminants or other hazardous materials, the Crown does not give any warranty to Te Rūnanga:

- (a) as to the terms of any Encumbrances;



- (b) as to the accuracy, validity or completeness of any information provided to Te Rūnanga with respect to such Encumbrances, or otherwise relating to the property or property interests to be vested or transferred; or
- (c) as to any statute, regulation or by-law or powers, rights and obligations thereunder, including any outstanding enforcement or other notice, requisition, or proceeding issued under any code by any relevant authority, relating to or affecting the property or property interests to be vested or transferred.

20.4.6 Continuing Application of Statutes and Other Matters

Except as expressly varied in the Settlement Legislation all statutes, regulations, by-laws, powers, rights and obligations shall continue to apply unaffected by the vesting or transfer of the property or property interests in or to a Recipient pursuant to this Deed.

20.4.7 Current Condition of Property or Property Interests and Crown-owned Structures

Te Rūnanga and the Crown agree:

- (a) that the property or property interests to be vested or transferred pursuant to *clauses 11.2 and 11.3, Section 14 and clauses 15.2 and 15.11* and any Crown-owned structures thereon will be vested or transferred in their state and condition as at the date of this Deed;
- (b) (without limiting *clauses 16.1.2, 17.3.1 and 17.3.2*, but subject to *clause 20.4.7(c)*) that a Recipient will have no future recourse or action against the Crown, nor will a Recipient seek future recompense from the Crown in relation to such property or property interests or structures. Te Rūnanga and the Crown acknowledge and record that prior to the date of this Deed the Crown facilitated reasonable access by Te Rūnanga to the relevant areas in order for Te Rūnanga to inspect the property or property interests and Crown-owned structures and satisfy itself as to the state and condition of the property or property interests and Crown-owned structures; and
- (c) that, on or before the date of this Deed, the Crown will disclose to Te Rūnanga details of any contaminants or other hazardous materials contained within or on the property or property interests to be vested or transferred pursuant to *clauses 11.2, 11.3 and 11.6 to 11.8, Section 14 and clauses 15.2 and 15.11* of which the Crown is aware, after inspecting its records. Nothing in this *clause 20.4.7(c)* shall require the Crown to undertake a physical inspection of the property or property interests or make inquiries beyond its own records.



20.4.8 Crown to Maintain Condition of Property or Property Interests and Structures

The Crown agrees that between the date of this Deed and the Completion Date it will maintain and administer the property or property interests to be vested or transferred pursuant to *clauses 11.2 and 11.3 and Sections 13 to 15* and any Crown-owned structures thereon in substantially the same condition as at the date of this Deed (subject to events beyond the control of the Crown) and in accordance with its existing management and administration of such property or property interests and Crown-owned structures.

20.4.9 Removal and Revocation of Various Status

The Crown agrees that the Settlement Legislation will provide that any conservation, reserve, legal road or other form of status to be removed from any property or property interests, or to be placed upon any property or property interests, pursuant to *clauses 11.2, 11.3 and 11.6 to 11.8 and Sections 13 to 15* will be removed, or become effective on the Completion Date.

20.4.10 Vesting or Transfer of Property or Property Interests

The Crown agrees that the Settlement Legislation will provide that all properties or property interests to be vested pursuant to *clauses 11.2, 11.3 and 11.6 to 11.8 and Sections 13 to 15* will be vested on the Completion Date and that all such properties or property interests which are to be transferred pursuant to those clauses and Sections will be transferred on the Completion Date.

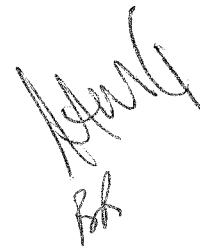
20.4.11 Determination of Boundaries

Where any property or property interests to be vested or transferred pursuant to *clauses 11.2, 11.3 and 11.6 to 11.8, and Sections 13 to 15* is identified by reference to a map or plan to the standard approved by the Chief Surveyor for Deed purposes, other than a survey plan, the precise boundaries of the property or property interests will be determined by survey and Te Rūnanga and the Crown acknowledge that the map or plan shows approximate boundaries only.

20.4.12 Issue of Certificates of Title

The Crown agrees that the Settlement Legislation will provide for:

- (a) the issue to a Recipient of certificates of title under the Land Transfer Act 1952 to the estates in fee simple in the property or property interests to be vested or transferred pursuant to *clauses 11.2 and 11.3 and Sections 13 to 15*, subject to all disclosed registrable encumbrances or other agreed matters required to be noted on the title, as soon as reasonably practicable after the Completion Date but in any event by no later than 12 months thereafter (or such later date as may be agreed by that Recipient and the Crown); or



- (b) where valid certificates of title exist already in respect of such property or property interests, for transfers of such certificates into the name of a Recipient to be submitted for registration on the Completion Date.

20.4.13 Remedying default

If a certificate of title to the estates in fee simple in any property or property interest to be vested or transferred pursuant to *clauses 11.2 and 11.3 and Sections 13 to 15* has not been issued by the date which is 12 months after the Completion (or any later date agreed by the relevant Recipient and the Crown), as a result of the Crown (in its capacity as transferor or party from which ownership of the property is to pass as a result of vesting, but not otherwise) failing to take any action or failing to take any action reasonably expeditiously, then Te Rūnanga may (without limiting any other rights and remedies available to the Recipient) appoint any person to take that action and all reasonable costs of Te Rūnanga and that person in taking the action shall be met by the Crown.

20.4.14 Costs of Survey

The Crown will pay for all survey and registration costs incurred, or required in order to vest or transfer property or property interests in or to a Recipient pursuant to *clauses 11.2 and 11.3 and Sections 13 to 15*.

20.4.15 Exclusions From Legislation

The Crown agrees that the Settlement Legislation will provide that:

- (a) except as expressly provided in this Deed, sections 24 and 25 of the Reserves Act 1977 and sections 18(7), 18(8) and 26 of the Conservation Act 1987 will not apply to a change of classification or purpose of a reserve or specially protected status of a conservation area, or revocation of a reserve or conservation area, vested in or transferred to a Recipient pursuant to *clauses 11.2, 11.3 and 11.4 to 11.6, and Sections 13 to 15*;
- (b) sections 78(1)(a), 79, 80, 81 and 82 of the Reserves Act 1977 will not apply to any property or property interest vested or transferred pursuant to *clauses 11.2, 11.3 and 11.4 to 11.6, and Sections 13 to 15*; and
- (c) section 11 and Part X of the Resource Management Act 1991 will not apply to the vesting or transfer of any property or property interest pursuant to *clauses 11.2, 11.3 and 11.4 to 11.6, and Sections 13 to 15*, or anything incidental to, or required for the purposes of, any such vesting or transfer.

20.4.16 Execution of Encumbrances

Te Rūnanga agrees that all Encumbrances subject to which property or property interests are to be vested in or transferred to a Recipient pursuant to *clauses 11.2,*



11.3 and 11.6 to 11.8 and Sections 13 to 15 which have not been executed or registered prior to the date of vesting or transfer, will be duly executed and presented for registration (if registrable) by that Recipient within 50 Business Days of the Completion Date and the Recipient will be deemed to be bound by the Encumbrance between the Completion Date and the date of execution and presentation for registration of the Encumbrance by the Recipient.

20.4.17 Successors in Title

Te Rūnanga and the Crown agree that the Settlement Legislation will provide that the terms pursuant to which property or property interests are to be vested in or transferred to a Recipient set out in *clauses 11.2, 11.3 and 11.6 to 11.8, and Sections 13 to 15* shall be binding on any successors in title to such property or property interests, and also applies to all properties or property interests transferred from the Ancillary Claims Trustees to a Beneficiary (as that term is defined in *clause 14.1*).

20.4.18 Application of the Public Works Act 1981

Te Rūnanga and the Crown agree that the Crown's obligation to vest or transfer any property or property interests pursuant to *Sections 13 to 15* is subject to, and will not apply in respect of, any such property or property interests until the Crown has complied with section 40 of the Public Works Act 1981 (or that section as applied by any other enactment), section 23(1) or section 24(4) of the New Zealand Railways Corporation Restructuring Act 1990 or section 207(4) of the Education Act 1989 and other statutory provisions which are required to be complied with before any disposal of such property or property interests.

20.5 DECLARATION BY CROWN

The Crown declares that the Prime Minister is authorised to sign this Deed on behalf of the Crown.

20.6 DECLARATION BY TE RŪNANGA

Te Rūnanga declares that it is authorised to execute this Deed under its Seal pursuant to Ordinary Resolutions of the 18 members, passed at a Special Meeting on 15 November 1997, resolving as follows:

- (a) by a vote of 16 in favour and 2 against, that the Crown Settlement Offer of 23 September 1997 to settle the Ngāi Tahu Claims be accepted;
- (b) by an unanimous vote, that this Deed be executed on Friday, 21 November 1997 or such later date as may be agreed between Te Rūnanga and the Crown; and



- (c) by an unanimous vote, that the Seal of Te Rūnanga be affixed to this Deed in the presence of the Kaiwhakahaere and the Secretary and that the Chairman of the Ngāi Tahu Negotiating Group be invited to witness the affixing of the Seal,

and that, prior to that Special Meeting, a ballot of members of Ngai Tahu Whanui aged 18 and over approved acceptance of the Crown's Settlement Offer by a majority vote in favour of 93.83%.

20.7 NOTICES

20.7.1 Written Notice

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party shall be in writing addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. Until any other address or facsimile number of a party is notified, they will be as follows:

Crown:

C/- The Solicitor-General
Crown Law Office
St Pauls Square
45 Pipitea Street
(PO Box 5012)
WELLINGTON

Facsimile: 04 473 3482

Te Rūnanga o Ngāi Tahu:

The Secretary
Te Rūnanga o Ngāi Tahu
Te Wai Pounamu House
127 Armagh Street
(PO Box 13 046)
CHRISTCHURCH

Facsimile: 03 365 4424

20.7.2 Delivery

Delivery may be effected by hand, by post with postage prepaid, or by facsimile.

20.7.3 Delivered Notice

A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

20.7.4 Posted Notice

A notice or other communication delivered by pre-paid post will be deemed to have been received on the second Business Day after posting.

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20.7.5 Facsimile Notice

A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 pm on a Business Day then the notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

20.8 NO ASSIGNMENT

Subject to *clause 20.9*, neither party may transfer or assign any rights or obligations in this Deed.

20.9 NOMINATION OF ALTERNATIVE RECIPIENT

20.9.1 Definition

In this *clause 20.9*, Ngāi Tahu Charitable Trust means the charitable trust known as the Ngāi Tahu Charitable Trust, established by a trust deed dated 23 March 1994.

20.9.2 Nomination by Te Rūnanga

Te Rūnanga may nominate any of:

- (a) any company or other entity which is directly or indirectly wholly owned by Te Rūnanga;
- (b) the Ngāi Tahu Charitable Trust; or
- (c) any company or entity which is directly or indirectly wholly owned by the Ngāi Tahu Charitable Trust,

to take a transfer of any property which is to be transferred to Te Rūnanga under any provision of this Deed or to be the recipient of any property which is to be vested in Te Rūnanga under any provision of this Deed.

20.9.3 Ten Business Days Notice

Any notice given by Te Rūnanga to the Crown under this *clause 20.9* shall be given not later than 10 Business Days before the date on which the property to which the nomination relates is to be transferred to, or vested in Te Rūnanga under the relevant provision of this Deed.

20.9.4 Conditions of Nomination

Any nomination by Te Rūnanga under this *clause 20.9* will be subject to the following conditions:

- (a) Te Rūnanga shall procure that the nominee executes a nomination deed in the form specified in *Attachment 20.2* and deliver the executed deed to the Crown with the notice given under this *clause 20.9*;
- (b) the nominee will be bound by all the terms and conditions on which the property is to be transferred or vested under this Deed, and entitled to the benefit of the Crown's obligations to Te Rūnanga in respect of the property (in both cases, with any amendments as may be reasonably required by the Crown to ensure the Crown is not made worse off by virtue of the nomination); and
- (c) Te Rūnanga will, notwithstanding such nomination, remain liable for the performance of its obligations under this Deed in respect of the property to which the nomination relates.

20.9.5 Reserves

This clause does not apply to the transfer or vesting of any property which is, or is to be, administered as a reserve (or as if it were a reserve) unless the proposed nominee is an "administering body" as defined in the Reserves Act 1977.

20.9.6 Continuing Liability

If the terms on which any property is to be transferred or vested involve any continuing liability to the Crown or a Crown Body, the Crown may, as a condition of agreeing to a nomination under this *clause 20.9*, require reasonable evidence of the capacity of the nominee to meet that continuing obligation.

20.10 NGĀI TAHU RECIPIENTS BOUND BY DEED

Where this Deed provides that any redress is to be provided to a Ngāi Tahu Recipient subject to terms which impose any obligation on the Ngāi Tahu Recipient, the Crown may, as a condition of such transfer or vesting, require that the Ngāi Tahu Recipient executes and delivers to the Crown a deed of covenant in the form specified in *Attachment 20.3*.

20.11 BENEFIT OF DEED

Any provision in this Deed which creates an obligation of the Crown in favour of a Ngāi Tahu Recipient may be enforced by the Ngāi Tahu Recipient under the Contracts (Privity) Act 1982.

20.12 BUSINESS DAY

Where any payment is required to be made on a day which is not a Business Day, the payment shall be made on the next Business Day after that day.



20.13 AMENDMENT

No amendment to this Deed will be effective unless it is in writing and signed on behalf of the parties. Any agreement of the kind referred to in *clause 1.3.16* or *clause 1.3.17* may be signed on behalf of the Crown by the Director of OTS or his or her delegate and may be signed on behalf of Te Rūnanga by the Secretary of Te Rūnanga or his or her delegate.

20.14 ENTIRE AGREEMENT

This Deed, the Deed of On Account Settlement and the agreements to be entered into by the parties pursuant to the terms of this Deed which are set out in the Attachments constitute the entire agreement between the parties in relation to the matters referred to in this Deed. This Deed supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the parties relating to such matters but not the Treaty of Waitangi itself.

20.15 ATTACHMENTS

The parties acknowledge that the Attachments contain information which is commercially sensitive and that they will endeavour to keep that information confidential.

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STATUTES TO WHICH CONTROL AND MANAGEMENT OF RESERVES WILL BE SUBJECT

ATTACHMENT 20.1
STATUTES TO WHICH CONTROL AND MANAGEMENT OF
RESERVES WILL BE SUBJECT

(Clause 20.2.3)

Native Plants Protection Act 1934
Wildlife Act 1953
Marine Reserves Act 1971
Reserves Act 1977
Wild Animal Control Act 1977
Marine Mammals Protection Act 1978
Conservation Act 1987
Trade in Endangered Species Act 1989
Resource Management Act 1991
Crown Minerals Act 1991
Historic Places Act 1993
Biosecurity Act 1993

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NOMINATION DEED

ATTACHMENT 20.2
NOMINATION DEED
(Clause 20.9)

Date:

PARTIES

- (1) *[Name of nominee] (the Nominee)*
- (2) **TE RŪNANGA O NGĀI TAHU** (*Te Rūnanga*)
- (3) **HER MAJESTY THE QUEEN** in right of New Zealand (*the Crown*)

BACKGROUND

- A The Crown and Te Rūnanga are parties to a Deed of Settlement dated [] 1997 pursuant to which the Crown agreed to transfer [vest] the Property to [in] Te Rūnanga.
- B Te Rūnanga has nominated the Nominee to take a transfer of [be the recipient of] the Property.
- C As required by clause 20.9 of the Deed of Settlement, the Nominee covenants with the Crown as set out in this Deed.

NOW THE NOMINEE AGREES with the Crown and Te Rūnanga as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context requires otherwise:

Deed of Settlement means the deed referred to in Recital A;

the Property means *[details to be inserted]*.

- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.
- 1.3 The rules of interpretation set out in clause 1.3 of the Deed of Settlement apply in the interpretation of this Deed, unless the context requires otherwise.



NOMINATION DEED

2 NOMINEE'S COVENANT

The Nominee covenants with each of the Crown and Te Rūnanga that it will observe and perform the obligations of Te Rūnanga under the Deed of Settlement in respect of the Property and will be bound by the terms of the Deed of Settlement in so far as they relate to the Property as if it had executed the Deed of Settlement.

3 NOTICES

Any notice to the Nominee may be given in the same manner as is specified in the Deed of Settlement. The Nominee's address for notices is: *[Details to be inserted]*

4 WARRANTY

The Nominee and Te Rūnanga warrant to the Crown that the Nominee is [directly/indirectly] wholly-owned by [Te Rūnanga/the Ngāi Tahu Charitable Trust].

EXECUTED as a deed on the date first written above.

[Execution provisions]

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NGĀI TAHU RECIPIENTS DEED

ATTACHMENT 20.3
NGĀI TAHU RECIPIENTS DEED
(Clause 20.10)

Date:

PARTIES

- (1) *[Name of Ngāi Tahu Recipient] (the Recipient)*
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand *(the Crown)*

BACKGROUND

- A Pursuant to a Deed of Settlement dated [] 1997 between the Crown and Te Rūnanga, the Crown agreed to transfer [vest] the Property to [in] the Recipient, subject to certain terms and conditions specified in the Deed of Settlement.
- B As required by clause 20.10 of the Deed of Settlement, the Recipient covenants with the Crown as set out in this Deed.

NOW THE RECIPIENT AGREES with the Crown as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context requires otherwise:

Deed of Settlement means the deed referred to in Recital A;

the Property means *[details to be inserted]*;

Te Rūnanga means Te Rūnanga o Ngāi Tahu.

- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.
- 1.3 The rules of interpretation set out in clause 1.3 of the Deed of Settlement apply in the interpretation of this Deed.

2 RECIPIENT'S COVENANT

The Recipient covenants with the Crown that the Recipient will observe and perform [its] obligations under clause *[relevant clause to be inserted]* of the Deed



NGĀI TAHU RECIPIENTS DEED

of Settlement and will be bound by the terms of the Deed of Settlement in so far as they relate to the Property as if the Recipient had executed the Deed of Settlement.

3 NOTICES

Any notice to the Recipient may be given in the same manner as is specified in the Deed of Settlement. The Recipient's address for notices is: *[Details to be inserted]*

EXECUTED as a deed on the date first written above.

[Execution provisions]

Handwritten signature and initials, possibly 'MOR' and 'BR', in the bottom right corner.