Reprint
as at 30 January 2021

Te Uri o Hau Claims Settlement Act 2002

Public Act	2002 No 36
Date of assent	17 October 2002
Commencement	see section 2

Contents

Note

Changes authorised by subpart 2 of Part 2 of the Legislation Act 2012 have been made in this official reprint.

Note 4 at the end of this reprint provides a list of the amendments incorporated.

This Act is administered by the Office for Māori Crown Relations—Te Arawhiti.

Preamble

(1) The Treaty of Waitangi is set out, in Maori and English, in Schedule 1:

Land Claims Commission

(2) Te Uri o Hau participated in several transactions that were claimed to have been purchases made by individual Europeans in the Kaipara area in 1839 and 1840. Te Uri o Hau participants in these transactions sought to promote settlement and trade opportunities by entering into these transactions:

(3) The Land Claims Commission was established to investigate land transactions that occurred in New Zealand prior to 14 January 1840, in order to determine whether they were equitable. Between 1841 and 1844, the Commission heard claims relating to land in which Te Uri o Hau had interests. The Land Claims Commission inquired into whether a transaction occurred or not, and generally validated those claims where Maori supported the transaction, but did not explore possible broader Maori expectations regarding the transactions:

(4) Four of these claims were further considered by the Bell Commission in the 1850s. Two of those claims were not pursued by the settler claimants, but the Crown provided some compensation to the settlers for previous outlay and made further payments to Maori. In respect of the 2 claims that were pursued,

the Commissioner made awards of land to the European claimants. Approximately 6 000 acres of the land under claim was retained by the Crown as surplus. Of this 6 000 acres, the Crown later purchased approximately 5 400 acres of the same area from Maori:

Te Kopuru land

(5) In 1842, the Protector of Aborigines prevailed on chiefs of Te Uri o Hau and Nga Puhi to cede an area of land as restitution for the plunder of the store of a local resident. Maori suspected that the store owner had desecrated an urupa and removed human remains. Representative chiefs selected an area of land at Te Kopuru for this purpose. The Crown made no payment for the land and retained the area as punishment for the plunder. Uncertainty surrounded the boundaries of the ceded block and the area does not appear to have been surveyed until 1857, when land to the south of Te Kopuru was purchased by the Crown. It is estimated that the block contained 6 000 to 8 000 acres:

Pre-1865 purchases

(6) The first Crown purchases involving Te Uri o Hau land occurred in 1854. By 1865, approximately 300 000 acres in the northern Kaipara area had been alienated:

(7) These early Crown purchases were characterised by the following features:

(a) inter-iwi rivalry between the groups of Nga Puhi/Te Parawhau and Te Uri o Hau/Ngati Whatua with regard to the ownership of blocks that the Crown sought to purchase:

(b) approximately 60% of land in the northern Kaipara area in which Te Uri o Hau had interests was purchased before 1865:

(c) a small number of areas, including Paraheke (which was reserved from the purchase of the Oruawharo Block), were reserved from purchases made in the Otamatea area in which Te Uri o Hau had interests. The 2 areas reserved from purchases on the Pouto peninsula were almost entirely alienated within a few years of their exclusion from the purchases:

(8) The Crown's purchase in 1854 of the Mangawhai block was notable in that the Deed stated that "ten per cent of the proceeds of the sale of this block of land by the Queen is to be expended for the benefit of the Natives". There was performance of this clause up to 1874. No further payments were made after this date:

Operations of Native land laws and purchases 1865–1900

(9) The Native Land Court began title investigation in the Kaipara area from 1864 onwards. A number of mostly small blocks in which Te Uri o Hau had an interest were heard by the Court in the late 1860s and early 1870s in the Otamatea region. Little land was alienated during this time and revenue was generated through leasing the land:

(10) By the late 1870s/early 1880s, use of the Court by Te Uri o Hau was restricted to blocks of land that they intended to sell. Te Uri o Hau subsequently introduced to the Court, and sold, large areas of land:

(11) The complexity of the Native Land Laws was an issue in the sale of the Okahukura block. Te Uri o Hau non-seller Hemana Whiti agreed to the transfer of the block after reaching an agreement with the private purchaser. The witnessed and signed agreement documented that 100 acres was to be reconveyed to Hemana Whiti subsequent to the block's sale. The Court's inability to give legal recognition to this agreement due to a provision in the Native Land Act 1873, however, saw Hemana Whiti evicted from his land and his property destroyed. Successive Governments did not intervene in this legal dispute:

(12) Advance payments were made by the Crown to rangatira of Te Uri o Hau prior to title investigation by the Native Land Court, in an attempt to secure the purchase of blocks following the determination of title. Such payments occurred, for example, in Crown purchases of the Tikinui block and Pouto Point:

(13) Reserves set aside in land purchases in which Te Uri o Hau had an interest often included Wahi Tapu sites and several reserves were made inalienable but were subsequently alienated. Additionally, some of the reserves were awarded exclusively to individual Maori, thus leaving the reserves subject to partition and succession. The consequence of this was fragmentation:

(14) The Validation Court, which was established to hear claims from those seeking to "validate" incomplete dealings in Maori land, investigated the alleged purchase of 2 200 acres of Pouto land in 1893 and 1897. The operative land legislation enabled the Validation Court to rule in favour of a provisional and disputed purchase agreement between a settler and Te Uri o Hau, and allowed it to be validated despite strong objections from Te Uri o Hau:

Desecration of urupa and other Wahi Tapu

(15) Taonga were taken from Wahi Tapu in the Wairoa–Kaipara district and the Pouto peninsula without the permission of the tangata whenua, despite Maori concerns about the violation of Wahi Tapu:

(16) Specific legislation to provide some protection for taonga did not exist until 1901. This legislation restricted the export of Maori antiquities:

20th century land administration

(17) The Taitokerau District Maori Land Board was created under the Maori Land Settlement Act 1905. Some Te Uri o Hau land was compulsorily vested in the Land Board, after 1905, for lease. Later legislation allowed some land to be sold by the Board without the permission of the owners. The mandate of the owners was required in other cases:

(18) Due to the existing private and State lending criteria, attempts to obtain development finance by some Te Uri o Hau landowners were unsuccessful. State funding was provided after 1929 to assist in the economic development of the land in Kaipara:

(19) The operative land administration legislation gave the Minister of Maori Affairs, followed by the Board of Maori Affairs, substantial powers, leaving the landowners with few, if any, legal powers over their own land:

(20) In 1930, all land owned by Maori within the Kaipara area was brought under the provisions of Maori land development legislation. Maori could enter into land development schemes either through station development or smaller individual "unit" schemes. From the 1940s, Maori owners were progressively distanced from the schemes' administration, due to a number of political and economic changes:

(21) Administrative and economic difficulties, with little immediate prospect of land being released from State control, may have encouraged some landowners to sell their interests in scheme land to the Crown. The Crown actively promoted such sales with legislation to foster "live buying" of Maori land interests. These interests were retained by the Crown in many instances and later became available for repurchase by the remaining owners:

(22) The long-term benefits of the schemes have been variable. Some of the schemes have had positive outcomes. However, some of the individual "unit" schemes, in particular, were of limited economic benefit and failed to fulfil the owners' expectations:

Settlement of claim

(23) Through enactment of the Treaty of Waitangi Amendment Act 1985, the Crown made it possible for Maori to bring claims before the Waitangi Tribunal in respect of historic grievances arising after 6 February 1840:

(24) Claims were registered on behalf of Te Uri o Hau with the Waitangi Tribunal that sought redress for Te Uri o Hau historical grievances, including WAI 229 and WAI 271 lodged by Russell Kemp in August 1991 and Ross Wright in November 1991 respectively:

(25) Most of Te Uri o Hau claims were heard before the Waitangi Tribunal from June 1997 to July 1998 as part of the Kaipara Stage One Hearings. The Tribunal has not reported on the Kaipara hearings as it has yet to hear all of the claims in the Kaipara area:

(26) On 14 June 1999 the Crown recognised the mandate of the mandated negotiators to represent Te Uri o Hau in negotiations with the Crown for a final and comprehensive settlement of the Te Uri o Hau historical claims:

(27) The 2 parties then entered into negotiations that resulted in the mandated negotiators for Te Uri o Hau and the Crown entering into a Heads of Agreement dated 20 November 1999. The Heads of Agreement recorded in principle that Te Uri o Hau and the Crown were willing to settle Te Uri o Hau historical claims by entering into a deed of settlement:

(28) The Crown and Te Uri o Hau executed a deed of settlement on 13 December 2000. The deed of settlement acknowledged that Te Uri o Hau suffered injustices that impaired the economic, social and cultural development of Te Uri o

Hau and recorded the matters required to give effect to a settlement of all the historical claims of Te Uri o Hau.

1 Title

This Act is Te Uri o Hau Claims Settlement Act 2002.

Part 1
Acknowledgements and apology by the Crown to Te Uri o Hau and preliminary provisions

2 Commencement

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

3 Purpose

The purpose of this Act is to—

(a) record the apology given by the Crown to Te Uri o Hau in the deed of settlement executed on 13 December 2000 by the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Margaret Wilson, for the Crown, and Sir Graham Stanley Latimer, Morehu Kena, Jimmy Maramatanga Connelly, William Harry Pomare, Russell Rata Kemp, Rawson Sydney Ambrose Wright, and Tapihana Shelford, as mandated negotiators for Te Uri o Hau; and

(b) to give effect to certain provisions of that deed of settlement, being a deed that settles Te Uri o Hau historical claims.

4 Act to bind the Crown

This Act binds the Crown.

5 Outline

(1) This section is a guide to the general scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or the deed of settlement.

(2) Part 1 records, in Maori and English, the acknowledgements and apology given by the Crown to Te Uri o Hau in the deed of settlement.

(3) Part 2 defines terms used in the Act, including key terms such as Te Uri o Hau, Te Uri o Hau claimant, and Te Uri o Hau historical claims.

(4) Part 3 provides that the settlement of Te Uri o Hau historical claims is final, and deals with related issues, including—

(a) the effect of the settlement on the jurisdiction of the Waitangi Tribunal to consider claims; and

(b) the effect of the settlement on certain resumptive memorials; and

(c) who benefits from the settlement; and

(d) the exclusion of the limit on the duration of a trust.

(5) Part 4 vests in Te Uri o Hau governance entity the following properties:

(a) part of Pukekaroro scenic reserve, subject to a protected private land agreement:

(b) part of Pukeareinga scenic reserve, subject to a conservation covenant:

(c) Whakahuranga Pa sites:

(d) Oteono, within the Pouto North stewardship area:

(e) Whakapirau, within the Rocky Point marginal strip:

(f) part of the Okahukura stewardship area:

(g) Hokarako stewardship area:

(h) part of the lake bed of Lake Humuhumu:

(i) land at Pouto Road end:

(j) the Wahi Tapu sites in the Pouto Forest:

(k) Pou Tu o Te Rangi, subject to the appointment of a joint Te Uri o Hau and Kaipara District Council administering body to administer the site as a historic reserve under the Reserves Act 1977.

(6) Part 5 contains—

(a) an acknowledgement of Te Uri o Hau values in respect of each Kirihipi overlay area (Pouto stewardship area and Manukapua Government Purpose (Wildlife Management) Reserve); and

(b) a statutory acknowledgement of the special association of Te Uri o Hau with the statutory areas (Pouto stewardship area, Oruawharo River stewardship area, Mangawhai marginal strip, and that part of Pukekaroro scenic reserve not vested in Te Uri o Hau governance entity); and

(c) provision for entering into deeds of recognition for each area over which a statutory acknowledgement is given; and

(d) an acknowledgement of the special association of Te Uri o Hau with the coastal areas (the Kaipara Harbour and its tributaries and the Mangawhai Harbour); and

(e) provisions relating to the grant of renewable Nohoanga entitlements over the Nohoanga sites situated near Lake Mokeno, Lake Whakaneke and the Kaipara Harbour (Te Taa Hinga); and

(f) a provision dispensing with the need for council permission to grant a right of way referred to in clause 5.5.1 of the deed of settlement; and

(g) a provision relating to a right of first refusal over an amount of quota for certain shellfish species (toheroa, tuatua, pourimu and poapaka), and provision relating to oyster reserves; and

(h) an acknowledgement of the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with certain indigenous species; and

(i) provision for the issue of protocols by the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, and the Minister for Arts, Culture and Heritage, which set out how the relevant Ministry will exercise its functions, powers, and duties in relation to specified matters, interact or consult with Te Uri o Hau, and provide for Te Uri o Hau input into decision-making processes; and

(j) provision for changes of name.

(7) Part 6 provides for the transfer of commercial redress properties and related matters.

(8) The schedules—

(a) reproduce the texts of the Treaty of Waitangi; and

(b) provide descriptions of the cultural redress properties; and

(c) provide descriptions of each Kirihipi overlay area and Te Uri o Hau values in relation to each area; and

(d) set out the statutory acknowledgements; and

(e) set out the statement by Te Uri o Hau of the association of Te Uri o Hau with indigenous species; and

(f) list changes to place names required by the deed of settlement.

Section 5(4)(d): amended, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

6 Acknowledgements and apology

Sections 7 to 10 record the acknowledgements and the apology based on these acknowledgements given by the Crown to Te Uri o Hau in the deed of settlement.

7 Text in Maori of acknowledgements by the Crown

The text in Maori of the acknowledgements is as follows:

E whakaae ana Te Karauna ki nga Tono Mai o-Mua a Te Uri o Hau ki nga takahi hoki a te Karauna ki te Tiriti o Waitangi me ona matapono, e whai panga ana ki nga Tono Mai o-Mua a Te Uri o Hau na enei e whai aka nei:

(a) E mohio ana te Karauna i tohea e Te Uri o Hau ki te tohuhanga me te whakapakari ake i to ratou hononga tahi me te Karauna. Ko te tino take, ko nga hokonga whenua tomua mo nga take nohonga tangata i pa atu ki te whakahiatonga o Aotearoa, a, e whakatau ana hoki i te piringa o Te Uri o Hau ki te Karauna:

(b) E whakaae ana te Karauna kihei i tino tutuki nga huanga i tumanakotia e Te Uri o Hau mai i tenei hononga. Kihei nga hokonga whenua tomua me nga hiatonga whenua o nga rautau rua tekau i whakaputa i nga whiwhinga me nga hua a-ohaoha kia rite ki era i tumanakohia ai e Te Uri o Hau. I pera ano hoki nga kaupapa a te Poari Whenua a-Rohe Maori o Te Tai Tokerau me te Tari Maori mo te hiatonga:

(c) E whakaae ana te Karauna ko te hatepe i whakamahia hei whakatau i te paremata mo te murunga o tetahi taohoko, i whakahau ai nga rangatira o Te Uri o Hau me etahi atu ki te tuku whenua i Te Kopuru hei whiutanga mo te murunga, he haukoti ki a Te Uri o Hau. E whakaae ana te Karauna tera pea na ana mahi i huri ai Te Uri o Hau ki te tuku i nga whenua i hiahia ke ratou ki te pupuri, a, he takahi hoki tenei i te Tiriti o Waitangi me ona matapono:

(d) E whakaae ana te Karauna he nui te rarangi whenua i tukuna mai i 1840, a, kihei ia i whakarite i nga whenua rahui kia tau mo nga tangata o Te Uri o Hau. E whakaae ana ano te Karauna kihei ia i whakapumau mena kua whakaritea kia tau te aukati mai i te rironga o nga whenua rahui torutoru i whakaritea. Ko tenei hapa a te Karauna ki te whakaritea i nga whenua rahui me te tiaki whenua hei whakamahi ma Te Uri o Hau amuri ake, he takahi i te Tiriti o Waitangi me ona matapono:

(e) E whakaae ana te Karauna ko te whakahaere me te rara o nga ture whenua Maori (me era ture e here ana i te whakahaere o te Koti Whakaritetanga) i pa he whakawhiutanga ki era o Te Uri o Hau i hiahia ke ki te pupuri i o ratou whenua, a, he takahi tenei i te Tiriti o Waitangi me ana matapono. E whakaae ana ano te Karauna na te whakawhiwhinga o nga whenua rahui matua ki nga hunga takitahi o Te Uri o Hau ka whakaritea aua whenua rahui kia pa atu ki te whakawehe, te tukunga me te haehaetanga, i pa ai he whakawhiutanga ki runga i a Te Uri o Hau; a

(f) E whakaae ana te Karauna na tenei rironga o te mana whakahaere mo te whenua i whakawhiuhia ai a Te Uri o Hau, a, i whakararuhia te whakahiatotanga ohanga, papori me te ahureanga o Te Uri o Hau. I whakararu ano hoki tenei i to ratou mana ki te whakarite mana whakahaere mo a ratou taonga, nga wahi tapu me te pupuri hei whakau i to ratou hononga a-wairua ki o ratou whenua tuku iho.

8 Text in English of acknowledgments by the Crown

The text in English of the acknowledgements is as follows:

The Crown acknowledges the historical claims and the breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles by the Crown in relation to Te Uri o Hau historical claims as follows:

(a) The Crown recognises that Te Uri o Hau endeavoured to preserve and strengthen their relationship with the Crown. In particular, the early land

transactions for settlement purposes contributed to development of New Zealand and affirmed the loyalty of Te Uri o Hau to the Crown:

(b) The Crown acknowledges that the benefits that Te Uri o Hau expected to flow from this relationship were not always realised. Early land transactions and twentieth century land development, including the Tai Tokerau Maori District Land Board and the Maori Affairs development schemes initiated in the 1930s, did not provide the economic opportunities and benefits that Te Uri o Hau expected:

(c) The Crown acknowledges that the process used to determine the reparation for the plunder of a store, which led Te Uri o Hau chiefs and others to cede land at Te Kopuru as punishment for the plunder, was prejudicial to Te Uri o Hau. The Crown acknowledges that its actions may have caused Te Uri o Hau to alienate lands that they wished to retain and that this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles:

(d) The Crown acknowledges that a large amount of Te Uri o Hau land has been alienated since 1840 and that it failed to provide adequate reserves for the people of Te Uri o Hau. The Crown also acknowledges that it did not ensure that there was sufficient protection from alienation for the few reserves that were provided. This failure by the Crown to set aside reserves and protect lands for the future use of Te Uri o Hau was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles:

(e) The Crown acknowledges that the operation and impact of the Native land laws (including the laws governing the operation of the Validation Court) had a prejudicial effect on those of Te Uri o Hau who wished to retain their land and that this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that the awarding of reserves exclusively to individual Te Uri o Hau made those reserves subject to partition, succession and fragmentation, which had a prejudicial effect on Te Uri o Hau; and

(f) The Crown acknowledges that this loss of control over land has prejudiced Te Uri o Hau and hindered the economic, social, and cultural development of Te Uri o Hau. It has also impeded their ability to exercise control over their taonga and wahi tapu and maintain and foster spiritual connections to their ancestral lands.

9 Text in Maori of apology by the Crown

The text in Maori of the apology is as follows:

E tapae ana te Karauna i tona he ki nga tupuna o Te Uri o Hau me o ratou uri mo enei takahinga i Te Tiriti o Waitangi me ona matapono i tirohia i runga ake nei.

E tino whakamomori ake ana te Karauna ki te tapae i tona he me te kaniawhea tonu ki ana mahi ki te kore e tohu kia tau nga whenua mo Te Uri o Hau, i pa ai

te awenga me te tukunga iho waroa, ko te huanga mai ki te rarutanga o te mana whakahaere a Te Uri o Hau mo te nuinga o ona whenua.

10 Text in English of apology by the Crown

The text in English of the apology is as follows:

The Crown apologises to the ancestors of Te Uri o Hau and to their descendants for the breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles acknowledged above.

The Crown unreservedly apologises and profoundly regrets that its actions, in failing to preserve sufficient lands for Te Uri o Hau, have had pervasive and enduring consequences, resulting in Te Uri o Hau losing control over the majority of their lands.

Part 2
Interpretation

11 Interpretation of Act generally

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

12 Interpretation of terms

In this Act, unless the context otherwise requires,—

business day means the period of 9 am to 5 pm on any day of the week other than—

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, and Waitangi Day; and

(b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and

(ba) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and

(c) the days observed as the anniversaries of the provinces of Wellington and Northland

chief executive means the chief executive of Land Information New Zealand

commercial redress property means a property transferred under section 7 of the deed of settlement

Crown has the same meaning as in section 2(1) of the Public Finance Act 1989

Crown forestry licence has the same meaning as in section 2(1) of the Crown Forest Assets Act 1989

Crown forestry rental trust means the forestry rental trust established under section 34 of the Crown Forest Assets Act 1989

cultural redress property means a property listed in Schedule 2

deed of settlement—

(a) means the deed of settlement executed on 13 December 2000 by the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Margaret Wilson, for the Crown, and Sir Graham Stanley Latimer, Morehu Kena, Jimmy Maramatanga Connelly, William Harry Pomare, Russell Rata Kemp, Rawson Sydney Ambrose Wright, and Tapihana Shelford, as mandated negotiators for Te Uri o Hau; and

(b) includes—

(i) the attachments to and schedules of the deed of settlement; and

(ii) any amendments from time to time to the deed of settlement or to the attachments or to the schedules

descent,—

(a) in relation to a person, means direct descent by birth or adoption; and

(b) in relation to a tribal group, means direct descent by birth or adoption from the acknowledged founding ancestor or ancestors of that tribal group

encumbrance means a tenancy, lease, licence, licence to occupy, easement, covenant, or other third party right, that—

(a) affects a cultural redress property, whether registered or unregistered, and is either—

(i) part of the description of the cultural redress property in Schedule 2; or

(ii) to be entered into under section 4 of the deed of settlement; or

(b) affects a commercial redress property and is part of the description of the commercial redress property in attachment 7.1 or attachment 7.2 to the deed of settlement

Minister means the Minister of the Crown who, with the authority of the Prime Minister, is for the time being responsible for the administration of this Act

redress licensed land means the land described in attachment 7.2 to the deed of settlement

Registrar-General means the Registrar-General of Land

settlement means the settlement to be effected under the deed of settlement

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

Te Uri o Hau area of interest means the area identified in attachment 13.1 to the deed of settlement

Te Uri o Hau governance entity means Te Uri o Hau Settlement Trust established by deed of trust dated 3 May 2001 in accordance with clause 2.1 of the deed of settlement.

Section 12 **business day** paragraph (ba): inserted, on 1 January 2014, by section 8 of the Holidays (Full Recognition of Waitangi Day and ANZAC Day) Amendment Act 2013 (2013 No 19).

13 Meaning of Te Uri o Hau

(1) In this Act, **Te Uri o Hau** means every individual who can trace descent from 1 or more ancestors who exercised customary rights—

(a) arising from descent from 1 or more of the following:

(i) Haumoewaarangi:

(ii) the tribal groups of Te Uri o Hau, Ngai Tahuhu, Ngati Tahinga, Ngati Rangi, Ngati Mauku, Ngati Kauae, Ngati Kaiwhare, and Ngati Kura; and

(b) predominantly within Te Uri o Hau area of interest from 1840.

(2) For the purposes of subsection (1), **exercised customary rights**, in relation to an area, means exercised rights to that area, according to Maori customary law, including rights exercised in 1 or more of the following ways:

(a) through occupancy:

(b) through use and stewardship of land or resources:

(c) through burial:

(d) through affiliation to marae within the area.

14 Meaning of Te Uri o Hau claimant

(1) In this Act, **Te Uri o Hau claimant** means any of the following:

(a) Te Uri o Hau:

(b) Te Uri o Hau marae at Otamatea, Waikaretu, Oruawharo, Arapaoa:

(c) Te Uri o Hau marae at Waiotea, Parirau, Ripia, Te Kowhai, Nga Tai Whakarongorua, Oturei, Te Pounga, Naumai, Rawhitiora, and Waiohou:

(d) 1 or more individuals, families, or tribal groups of Te Uri o Hau who make a claim either as—

(i) Te Uri o Hau, or part of Te Uri o Hau; or

(ii) individual Maori without reference to descent from a particular tribal group:

(e) Te Uri o Hau governance entity:

(f) TUOH Company Limited:

(g) a person acting on behalf of 1 or more persons or groups referred to in paragraphs (a) to (f):

(h) a person acting on behalf of any 1 or more persons who comprise a part of, are beneficiaries of, or are members of any 1 or more persons or groups referred to in paragraphs (a) to (f).

(2) To avoid doubt, subsection (1)(d) does not include any individuals, families, or tribal groups who make a claim on the basis of descent from a tribal group other than Te Uri o Hau.

15 Meaning of Te Uri o Hau historical claims

(1) In this Act, **Te Uri o Hau historical claims** means—

(a) all claims (whether or not researched, registered, or notified) made at any time by a Te Uri o Hau claimant and—

(i) founded on rights arising from Te Tiriti o Waitangi (the Treaty of Waitangi), the principles of Te Tiriti o Waitangi (the Treaty of Waitangi), legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and

(ii) arising from or relating to acts or omissions before 21 September 1992—

(A) by or on behalf of the Crown; or

(B) by or under legislation; and

(b) all the claims to the Waitangi Tribunal to which paragraphs (a)(i) and (ii) apply that specifically relate to Te Uri o Hau claimants, including—

(i) Wai 229 (Otamatea Lands Claim); and

(ii) Wai 259 (Tawhiri Pa Claim); and

(iii) Wai 271 (Pouto Peninsula Claim); and

(iv) Wai 294 (Pouto Lands Claim); and

(v) Wai 409 (Pouto 2E7B2 Block Claim); and

(vi) Wai 448 (Tuhirangi Block Claim); and

(vii) Wai 658 (Wai-riri Whanau Trust Claim); and

(viii) Wai 689 (Pouto Topu A, 2F, 2E7A, and 2E6 Blocks Claim); and

(ix) Wai 721 (Kaipara Lands and Resources Claim); and

(c) all other claims to the Waitangi Tribunal to which paragraph (a)(i) and (ii) apply, so far as they relate to Te Uri o Hau claimants, including—

(i) Wai 121 (Ngati Whatua Lands and Fisheries Claim); and

(ii) Wai 303 (Te Runanga o Ngati Whatua Claim); and

(iii) Wai 468 (Ngapuhi Whanui Trust Claim); and

(iv) Wai 688 (Nga Hapu o Whangarei Claim); and

(v) Wai 719 (Kaipara Land and Resources Pirika Ngai Whanau Claim); and

(vi) Wai 861 (Tai Tokerau District Maori Council Claim); and

(d) all claims made at any time by a Te Uri o Hau claimant founded on—

(i) rights arising from the Mangawhai Deed before, on, or after 21 September 1992; or

(ii) any breach or alleged breach by the Crown of its obligations under the Mangawhai Deed that occurred before, on, or after 21 September 1992.

(2) Paragraphs (b) and (c) of subsection (1) do not limit paragraph (a) of that subsection.

(3) For the purposes of subsection (1)(d), the **Mangawhai Deed** is the deed dated 3 March 1854 between the vendors of the Mangawhai Block and the Crown.

16 Timing of steps or matters

(1) A step or matter required by this Act occurs or takes effect on the settlement date.

(2) If a section of this Act requires a step or matter to occur or take effect on a date other than the settlement date, that step or matter occurs or takes effect on that other date.

(3) Subsection (2) overrides subsection (1).

Part 3
Settlement of claims

17 Settlement of Te Uri o Hau historical claims final

(1) The settlement of Te Uri o Hau historical claims to be effected under the deed of settlement and this Act is final, and the Crown is released and discharged from any obligations, liabilities, and duties in respect of those claims.

(2) Subsection (1) does not limit the acknowledgements expressed in, or any of the provisions of, the deed of settlement.

(3) Despite any other enactment or rule of law, on and from settlement date, no court, judicial body, or tribunal has jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of,—

(a) any or all of Te Uri o Hau historical claims; or

(b) the deed of settlement; or

(c) the redress provided to Te Uri o Hau governance entity and others under this Act or under the deed of settlement; or

(d) this Act.

(4) Subsection (3) does not exclude the jurisdiction of a court, judicial body, or tribunal in respect of the interpretation or implementation of the deed of settlement or this Act.

18 Treaty of Waitangi Act 1975 amended

[Repealed]

Section 18: repealed, on 23 May 2008, by section 7 of the Treaty of Waitangi Amendment Act 2008 (2008 No 34).

19 Enactments relating to resumptive memorials on land subject to Te Uri o Hau historical claims no longer to apply

(1) Nothing in the enactments listed in subsection (2) applies in relation to the land shown on SO Plan 70103 (being the same land as the land defined in clause 13.1 of the deed of settlement as the RFR Area).

(2) The enactments are—

(a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975:

(b) sections 27A to 27C of the State-Owned Enterprises Act 1986:

(c) sections 568 to 570 of the Education and Training Act 2020:

(d) Part 3 of the Crown Forest Assets Act 1989:

(e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

Section 19(2)(c): replaced, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

20 Removal of resumptive memorials

(1) The chief executive must, as soon as reasonably practicable after the settlement date, issue to the Registrar-General a certificate that identifies each certificate of title or computer register that—

(a) relates solely to land referred to in section 19(1); and

(b) contains a memorial entered under any of the enactments referred to in section 19(2).

(2) Each certificate must state that it is issued under this section.

(3) The Registrar-General must, as soon as reasonably practicable after receiving a certificate issued under subsection (1), and without fee to the registered proprietor or to Te Uri o Hau governance entity,—

(a) register the certificate against each certificate of title or computer register identified in the certificate; and

(b) cancel each memorial that, under any of the enactments referred to in section 19(2), is entered on a certificate of title or computer register identified in the certificate.

(4) Subsection (3) does not require the Registrar-General to note any duplicate certificate of title.

21 Limit on duration of trusts does not apply

No rule of law or provisions of an Act limiting the duration of a trust, including section 16 of the Trusts Act 2019,—

(a) apply to any 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 invalid or ineffective; or

(b) prescribe or restrict the period during which Te Uri o Hau governance entity—

(i) may exist in law; or

(ii) may deal with property.

Section 21 heading: replaced, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

Section 21: amended, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

Part 4
Cultural redress properties

Vesting of properties

22 Pukekaroro

(1) The reservation of Pukekaroro site as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked.

(2) The fee simple estate in the Pukekaroro site vests in Te Uri o Hau governance entity, subject to the protected private land agreement referred to in clause 4.2.3 of the deed of settlement.

(3) Upon vesting of the Pukekaroro site under subsection (2),—

(a) the Pukekaroro site becomes protected private land under section 76 of the Reserves Act 1977, as if it had been declared to be so under subsection (2) of that section; and

(b) the protected private land agreement referred to in clause 4.2.3 of the deed of settlement is to be treated as if it were an agreement under section 76(1) of the Reserves Act 1977.

(4) The Registrar-General must note a memorial on the title of the Pukekaroro site recording that it is subject to a protected private land agreement.

(5) In this section, the **Pukekaroro site** means the land described by that name in Schedule 2.

23 Pukeareinga

(1) The reservation of Pukeareinga site as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked.

(2) The fee simple estate in the Pukeareinga site vests in Te Uri o Hau governance entity, subject to the conservation covenant referred to in clause 4.3.3 of the deed of settlement.

(3) Upon vesting of the Pukeareinga site under subsection (2), the conservation covenant referred to in clause 4.3.3 of the deed of settlement is to be treated as if it were a covenant agreed by the Minister of Conservation and Te Uri o Hau governance entity under section 77(1) of the Reserves Act 1977.

(4) In this section, the **Pukeareinga site** means the land described by that name in Schedule 2.

24 First Whakahuranga Pa site

(1) The fee simple estate in the first Whakahuranga Pa site vests in Te Uri o Hau governance entity, subject to the easement referred to in clause 4.5.3 of the deed of settlement.

(2) In this section, the **first Whakahuranga Pa site** means the land described by that name in Schedule 2.

25 Second Whakahuranga Pa site

(1) The second Whakahuranga Pa site ceases to be a stewardship area under the Conservation Act 1987.

(2) The fee simple estate in the second Whakahuranga Pa site vests in Te Uri o Hau governance entity, subject to the easement referred to in clause 4.5.3 of the deed of settlement.

(3) In this section, the **second Whakahuranga Pa site** means the land described by that name in Schedule 2.

26 Oteono site

(1) The Oteono site ceases to be a stewardship area under the Conservation Act 1987.

(2) The fee simple estate in the Oteono site vests in Te Uri o Hau governance entity.

(3) In this section, the **Oteono site** means the land described by that name in Schedule 2.

27 Whakapirau site

(1) The Whakapirau site ceases to be a marginal strip under section 24 of the Conservation Act 1987.

(2) The fee simple estate in the Whakapirau site vests in Te Uri o Hau governance entity.

(3) Part 4A of the Conservation Act 1987 does not apply to the vesting under subsection (2).

(4) In this section, the **Whakapirau site** means the land described by that name in Schedule 2.

28 Okahukura (Te Ngaio Point)

(1) The Okahukura site ceases to be a stewardship area under the Conservation Act 1987.

(2) The fee simple estate in the Okahukura site vests in Te Uri o Hau governance entity.

(3) In this section, the **Okahukura site** means the land described by that name in Schedule 2.

29 Hokarako

(1) The Hokarako stewardship area ceases to be a stewardship area under the Conservation Act 1987.

(2) The fee simple estate in the Hokarako stewardship area vests in Te Uri o Hau governance entity.

(3) In this section, the **Hokarako stewardship area** means the land described by that name in Schedule 2.

30 Part Humuhumu lake bed

(1) The fee simple estate in the part Humuhumu lake bed vests in Te Uri o Hau governance entity.

(2) An effect of section 35(3) is that a marginal strip of land (20 metres wide extending along and abutting the landward margin of the part Humuhumu lake bed) is created under Part 4A of the Conservation Act 1987 on the vesting under subsection (1).

(3) The vesting under subsection (1)—

(a) does not confer rights or impose obligations on Te Uri o Hau governance entity in respect of ownership, management, or control of the waters of Lake Humuhumu or aquatic life of Lake Humuhumu; and

(b) does, however, impose obligations on Te Uri o Hau governance entity as owner of the fee simple estate in the part Humuhumu lake bed; and

(c) does not affect lawful rights of the public to access, enjoy, and use recreationally the bed of Lake Humuhumu; and

(d) is subject to—

(i) lawful commercial use affecting the bed of Lake Humuhumu; and

(ii) lawful rights to own, use, and occupy structures attached to the bed of Lake Humuhumu.

(4) In this section, **part Humuhumu lake bed** means the land described by that name in Schedule 2.

31 Pouto Road end

(1) The fee simple estate in the Pouto Road end vests in Te Uri o Hau governance entity.

(2) The **Pouto Road end** is the land described by that name in Schedule 2.

32 Wahi Tapu sites in Pouto Forest

(1) The fee simple estate in the Wahi Tapu sites in the Pouto Forest vest in Te Uri o Hau governance entity.

(2) The **Wahi Tapu sites in the Pouto Forest** are the sites described by that name in Schedule 2.

33 Pou Tu o Te Rangi

(1) The appointment of Kaipara District Council as the administering body of Pou Tu o Te Rangi is revoked.

(2) The reservation of Pou Tu o Te Rangi as a historic reserve subject to section 18 of the Reserves Act 1977 is revoked.

(3) The fee simple estate in Pou Tu o Te Rangi vests in Te Uri o Hau governance entity.

(4) Pou Tu o Te Rangi is declared a reserve and classified as a historic reserve under section 18 of the Reserves Act 1977.

(5) Despite subsection (3), the Minister of Conservation must—

(a) appoint a joint administering body for Pou Tu o Te Rangi comprising 3 persons nominated by Te Uri o Hau governance entity and 3 persons nominated by the Kaipara District Council; and

(b) appoint one of the 3 persons appointed by Te Uri o Hau governance entity as chairperson of the joint administering body and with a casting vote.

(6) The joint administering body appointed under subsection (5) is to be named Pou Tu o Te Rangi joint management committee and is an administering body as defined in section 2(1) of the Reserves Act 1977.

(7) In this section, **Pou Tu o Te Rangi** means the land described by that name in Schedule 2.

Provision facilitating vesting

34 Vesting of cultural redress properties

If an action is required to be undertaken by the Registrar-General under this Act, it is without fee to the registered proprietor or to Te Uri o Hau governance entity.

Incidental provisions

35 Application of other enactments

(1) Nothing in section 11 or Part 10 of the Resource Management Act 1991 applies to—

(a) the vesting of a cultural redress property under this Act; or

(b) any matter incidental to, or required for the purpose of, the vesting of a cultural redress property under this Act.

(2) Neither this Act nor any vesting of the fee simple estate in a cultural redress property under this Act—

(a) affects private rights to sub-surface minerals; or

(b) limits sections 10 or 11 of the Crown Minerals Act 1991.

(3) The vesting of the fee simple estate in a cultural redress property under this Act 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.

(4) Sections 24 and 25 of the Reserves Act 1977 do not apply to the reserve status of a cultural redress property vested under this Act.

(5) 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 by section 4 of the deed of settlement.

36 Successors bound

(1) The terms on which a cultural redress property vests in Te Uri o Hau governance entity bind successors in title to that property.

(2) The Registrar-General must record the effect of subsection (1) on creation of a computer freehold register for a cultural redress property by the Registrar-General or upon noting the vesting of a cultural redress property in Te Uri o Hau governance entity.

37 Intermediate vesting in the Crown of certain land

(1) The Pukekaroro site and the Pukeareinga site vest in the Crown and become subject to section 82 of the Reserves Act 1977 upon revocation of the reserve status for those sites under sections 22(1) and 23(1) respectively.

(2) Pou Tu o Te Rangi vests in the Crown and becomes subject to section 82 of the Reserves Act 1977 upon revocation of the reserve status for this site under section 33(2).

38 Registration of ownership

(1) This section applies to the fee simple estate in a cultural redress property that vests in Te Uri o Hau governance entity by this Act.

(2) The Registrar-General must, on written application by a person authorised by the chief executive, comply with subsections (3) and (4).

(3) To the extent that the property comprises all the land in a certificate of title or computer freehold register, the Registrar-General must—

(a) register Te Uri o Hau governance entity as the proprietor of the fee simple estate in the land; and

(b) make those entries in the register and generally do all things necessary to give effect to section 4 of the deed of settlement.

(4) To the extent that the property does not comprise land in a certificate of title or computer freehold register, the Registrar-General must, in accordance with the application, create 1 or more computer freehold registers in the name of Te Uri o Hau governance entity subject to, and together with, any encumbrances that are registrable or notifiable and that are described in the written application.

(5) Subsection (4) applies subject to completing any survey necessary to create a computer freehold register.

(6) A computer freehold register must be created under this section as soon as reasonably practicable after the settlement date but no later than—

(a) 24 months after the cultural redress property vests in Te Uri o Hau governance entity; or

(b) any later date that may be agreed in writing by Te Uri o Hau governance entity and the Crown.

Part 5
Cultural redress

Subpart 1—Kirihipi overlay areas

39 Interpretation

In this subpart,—

conservation board has the same meaning as in section 2 of the Conservation Act 1987

Director-General has the same meaning as in section 2 of the Conservation Act 1987

Kirihipi overlay area means each area declared as a Kirihipi overlay area by section 40

New Zealand Conservation Authority has the same meaning as in section 2 of the Conservation Act 1987

Te Uri o Hau values means the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with a Kirihipi overlay area, the text of which,—

(a) in relation to the Manukapua Government Purpose (Wildlife Management) Reserve, is set out in Schedule 3; and

(b) in relation to the Pouto stewardship area, is set out in Schedule 4.

40 Declaration of Kirihipi overlay area

Each area described in Schedule 3 or Schedule 4 has Te Uri o Hau values and is a Kirihipi overlay area.

41 Purposes of Kirihipi overlay area

(1) The only purposes of the Crown declaring a Kirihipi overlay area and acknowledging Te Uri o Hau values in relation to the area are to—

(a) enable agreement on specific principles under section 43; and

(b) give effect to the requirement that the New Zealand Conservation Authority and conservation boards have particular regard to Te Uri o Hau values and views and those specific principles, as provided in sections 44 and 45; and

(c) enable the taking of action under section 47 or section 48.

(2) This section does not limit sections 54 to 56.

42 Crown's acknowledgement of Te Uri o Hau values

The Crown acknowledges Te Uri o Hau values in relation to each Kirihipi overlay area.

43 Minister of Conservation may agree on principles in relation to Kirihipi overlay areas

Te Uri o Hau governance entity and the Crown may agree on specific principles that are directed at the Minister of Conservation—

(a) avoiding harm to Te Uri o Hau values in relation to each Kirihipi overlay area; or

(b) avoiding the diminishing of Te Uri o Hau values in relation to each Kirihipi overlay area.

44 New Zealand Conservation Authority and conservation boards to have particular regard to Te Uri o Hau values

When the New Zealand Conservation Authority or any conservation board approves or otherwise considers any general policy, conservation management strategy, conservation management plan, or national park management plan, in relation to a Kirihipi overlay area, it must have particular regard to—

(a) Te Uri o Hau values in relation to the Kirihipi overlay area; and

(b) any specific principles agreed between Te Uri o Hau governance entity and the Crown under section 43.

45 New Zealand Conservation Authority and relevant conservation boards to consult with Te Uri o Hau governance entity

The New Zealand Conservation Authority or relevant conservation board must consult with Te Uri o Hau governance entity and have particular regard to its views as to the effect on Te Uri o Hau values in relation to a Kirihipi overlay area of any policy, strategy, or plan referred to in section 44.

46 Notification of Kirihipi overlay areas

(1) The declaration of each Kirihipi overlay area must be identified and described in all conservation management plans, conservation management strategies, and national park management plans affecting that area.

(2) The initial identification and description of a Kirihipi overlay area under subsection (1)—

(a) is for the purpose of public notice only; and

(b) is not an amendment to the conservation management strategy, conservation management plan, or national park management plan for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

47 Actions by Director-General

(1) On notification by the Minister of Conservation in the *Gazette* of the specific principles agreed under section 43, the Director-General must take action in relation to those principles.

(2) The Director-General retains a complete discretion to determine the method and extent of the action to be taken.

(3) The Director-General must notify Te Uri o Hau governance entity of what action the Director-General intends to take under subsections (1) and (2).

(4) If requested in writing by Te Uri o Hau governance entity, the Director-General must not take action in respect of the specific principles agreed under section 43 to which the request relates.

(5) Subsection (1) is subject to subsections (2) to (4).

48 Amendments to strategies and plans

(1) The Director-General may initiate an amendment of any relevant conservation management strategy, conservation management plan, or national park management plan to incorporate objectives relating to the specific principles agreed under section 43 (including a recommendation to make bylaws or promulgate regulations).

(2) The Director-General must consult with all affected conservation boards before initiating an amendment under subsection (1).

(3) An amendment initiated under subsection (1) is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987, or section 46(1) to (4) of the National Parks Act 1980, as the case may be.

(4) This section does not limit section 47(2).

49 Regulations

The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for the following purposes:

(a) providing for the implementation of objectives included in conservation management strategies, conservation management plans, and national park management plans under section 48(1):

(b) regulating or prohibiting activities or conduct by members of the public in a Kirihipi overlay area:

(c) creating offences in respect of the contravention of any regulations made under paragraph (b), and providing for the imposition of fines not exceeding $5,000 for those offences.

50 Bylaws

The Minister of Conservation may make bylaws for the following purposes:

(a) providing for the implementation of objectives included in conservation management strategies, conservation management plans, and national park management plans under section 48(1):

(b) regulating or prohibiting activities or conduct by members of the public in a Kirihipi overlay area:

(c) creating offences in respect of the contravention of any bylaws made under paragraph (b), and providing for the imposition of fines not exceeding $1,000 for those offences.

51 Notification of actions in *Gazette*

(1) The Minister of Conservation must notify in the *Gazette*,—

(a) the declaration of each Kirihipi overlay area; and

(b) any principles agreed under section 43, and any agreed changes to those principles.

(2) The Director-General may, at his or her discretion, notify in the *Gazette* any action taken or intended to be taken under any of sections 47 to 49.

(3) The Director-General must notify in the *Gazette* any action taken or intended to be taken under section 50.

52 Existing classification of Kirihipi overlay area

The purpose or classification of an area as a national park, conservation area, or reserve is not affected by the fact that the area is, or is in, a Kirihipi overlay area.

53 Revocation of status

(1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of a Kirihipi overlay area is no longer a Kirihipi overlay area.

(2) The Minister of Conservation must not make a recommendation for the purposes of subsection (1) unless—

(a) Te Uri o Hau governance entity and the Minister of Conservation have agreed in writing that the status of all or part of a Kirihipi overlay area is no longer appropriate for the area concerned; or

(b) all or part of a Kirihipi overlay area is alienated by the Crown to a person or body other than the Crown; or

(c) there is a change in the Minister of the Crown or the department of State responsible for the management of all or part of a Kirihipi overlay area.

(3) Subsection (4) applies if—

(a) paragraph (b) or paragraph (c) of subsection (2) applies; or

(b) there is a change in the statutory management regime that applies to all or part of a Kirihipi overlay area.

(4) If this subsection applies, the Crown must take reasonable steps to ensure that Te Uri o Hau governance entity continues to have input into the management of that part of the Kirihipi overlay area affected by the alienation or change in management responsibility, through negotiation with Te Uri o Hau governance entity by—

(a) the Minister of the Crown responsible for the new management or the management regimes; or

(b) the Commissioner of Crown lands; or

(c) any other responsible officer.

54 Exercise of powers, duties, and functions

(1) Nothing in section 40 or section 42 affects or may be taken into account in the exercise of any power, duty, or function of any person or entity under any statute, regulation, or bylaw.

(2) No person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Te Uri o Hau values than that person or entity would give under the relevant statute, regulation, or bylaw, if the area were not a Kirihipi

overlay area and Te Uri o Hau values had not been acknowledged in relation to the area.

(3) Subsection (2) does not limit the operation of subsection (1).

(4) This section applies subject to the other express provisions of this subpart.

55 Rights not affected

(1) Nothing in section 40 or section 42 affects the lawful rights or interests of any person who is not a party to the deed of settlement.

(2) This section applies subject to the other express provisions of this subpart.

56 Limitation of rights

(1) Nothing in section 40 or section 42 has the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind relating to, a Kirihipi overlay area.

(2) This section applies subject to the other express provisions of this subpart.

Subpart 2—Statutory acknowledgements and deeds of recognition

Interpretation

57 Interpretation

(1) In this subpart and in Schedules 5 to 10,—

archaeological site has the same meaning as in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014

coastal areas means the areas described in Schedules 9 and 10, of which the landward boundary is the line of mean high water springs

consent authority has the same meaning as in section 2(1) of the Resource Management Act 1991

deed of recognition means a deed of recognition described in sections 67 and 68

effective date means the date that is 6 months after the settlement date

Heritage New Zealand Pouhere Taonga has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014

resource consent has the same meaning as in section 87 of the Resource Management Act 1991

statutory acknowledgement means an acknowledgement made by the Crown under section 59 in respect of a statutory area, and on the terms set out in sections 58 to 65

statutory areas—

(a) means the areas, rivers, lakes, and wetlands described in Schedules 5 to 10, the general locations of which are indicated on the SO plans referred to in those schedules; and

(b) includes coastal areas, for the purposes of sections 58(1)(a) to (c), 59 to 65, and 70 to 73.

(2) SO references are included in Schedules 5 to 10 for the purposes of indicating the general location of the statutory areas, and are not intended to establish the precise boundaries of the statutory areas.

Section 57(1) **archaeological site**: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Section 57(1) **Heritage New Zealand Pouhere Taonga**: inserted, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Statutory acknowledgements

58 Purposes of statutory acknowledgements

(1) The only purposes of the statutory acknowledgements are—

(a) to require that consent authorities forward summaries of resource consent applications to Te Uri o Hau governance entity, as required by regulations made under section 64; and

(b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court have regard to the statutory acknowledgements in relation to the statutory areas, as provided in sections 60 to 62; and

(c) to enable Te Uri o Hau governance entity and any member of Te Uri o Hau to cite statutory acknowledgements as evidence of the association of Te Uri o Hau with the statutory areas, as provided in section 65; and

(d) to empower the Minister of the Crown responsible for management of the statutory areas, or the Commissioner of Crown Lands, to enter into deeds of recognition, as provided in section 67.

(2) This section does not limit the operation of sections 70 to 73.

Section 58(1)(b): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

59 Statutory acknowledgements by the Crown

The Crown acknowledges the statements made by Te Uri o Hau of the particular cultural, spiritual, historic, and traditional association of Te Uri o Hau with the statutory areas, the texts of which are set out in Schedules 5 to 10.

60 Consent authorities must have regard to statutory acknowledgments

From the effective date, and without derogation from its obligations under Part 2 of the Resource Management Act 1991, a consent authority must have regard

to the statutory acknowledgement relating to a statutory area in forming an opinion in accordance with sections 93 to 94C of that Act as to whether Te Uri o Hau governance entity is an entity that may be adversely affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on, the statutory area.

Section 60: substituted, on 1 August 2003, by section 107(1) of the Resource Management Amendment Act 2003 (2003 No 23).

61 Environment Court to have regard to statutory acknowledgements

(1) From the effective date, the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining, for the purposes of section 274 of the Resource Management Act 1991, whether Te Uri o Hau governance entity is an entity having an interest in the proceedings greater than the public generally in respect of an application for a resource consent for activities within, adjacent to, or impacting directly on the statutory area.

(2) Subsection (1) does not derogate from the obligations of the Environment Court under Part 2 of the Resource Management Act 1991.

62 Heritage New Zealand Pouhere Taonga and Environment Court to have regard to statutory acknowledgements

If, on or after the effective date, an application is made under section 44, 56, or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 for an authority to undertake an activity that will or may modify or destroy an archaeological site within a statutory area,—

(a) Heritage New Zealand Pouhere Taonga, in exercising its powers under section 48, 56, or 62 of that Act in relation to the application, must have regard to the statutory acknowledgement relating to the statutory area; and

(b) the Environment Court, in determining under section 59(1) or 64(1) of that Act any appeal against a decision of Heritage New Zealand Pouhere Taonga in relation to the application, must have regard to the statutory acknowledgement relating to the statutory area, including in making a determination as to whether the Te Uri o Hau governance entity is a person directly affected by the decision.

Section 62: replaced, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

63 Recording of statutory acknowledgements on statutory plans

(1) Local authorities with jurisdiction in respect of a statutory area must attach information recording the statutory acknowledgement to—

(a) all regional policy statements, regional coastal plans, other regional plans, district plans, and proposed plans (as defined in section 2 of the Resource Management Act 1991) that—

(i) cover, wholly or partly, the statutory area; and

(ii) are prepared under the Resource Management Act 1991; and

(b) all proposed policy statements of the kind referred to in Schedule 1 of the Resource Management Act 1991 that—

(i) cover, wholly or partly, the statutory area; and

(ii) are prepared under the Resource Management Act 1991.

(2) The attachment of information under subsection (1) to a document referred to in that subsection—

(a) may be by way of reference to this Part or by setting out the statutory acknowledgement in full; and

(b) is for the purpose of public information only, and the information is neither part of the document (unless adopted by the relevant regional council or district council) nor subject to the provisions of Schedule 1 of the Resource Management Act 1991.

64 Distribution of applications to Te Uri o Hau governance entity

(1) The Governor-General may, by Order in Council made on the recommendation of the Minister for the Environment, make regulations, as contemplated by clause 5.2.8 of the deed of settlement,—

(a) providing for consent authorities to forward to Te Uri o Hau governance entity a summary of any applications received for resource consents for activities within, adjacent to, or impacting directly on statutory areas; and

(b) providing for Te Uri o Hau governance entity to waive its rights to be notified under those regulations.

(2) Nothing in regulations made under this section affects in any way the discretion of a consent authority as to—

(a) whether to notify an application under sections 93 to 94C of the Resource Management Act 1991; and

(b) whether Te Uri o Hau governance entity may be adversely affected under those sections.

Section 64(2)(a): amended, on 1 August 2003, by section 107(2)(a) of the Resource Management Amendment Act 2003 (2003 No 23).

Section 64(2)(b): amended, on 1 August 2003, by section 107(2)(b) of the Resource Management Amendment Act 2003 (2003 No 23).

65 Use of statutory acknowledgement with submissions

(1) Te Uri o Hau governance entity and any member of Te Uri o Hau may, as evidence of the association of Te Uri o Hau with a statutory area, cite the relevant statutory acknowledgement in submissions to, and in proceedings before, a consent authority, the Environment Court, or Heritage New Zealand Pouhere

Taonga concerning activities within, adjacent to, or impacting directly on the statutory area.

(2) The content of the statement of association, as recorded in the statutory acknowledgement, is not, by virtue of the statutory acknowledgement, binding as deemed fact on—

(a) consent authorities:

(b) the Environment Court:

(c) Heritage New Zealand Pouhere Taonga:

(d) parties to proceedings before those bodies:

(e) any other person able to participate in those proceedings.

(3) Despite subsection (2), the statutory acknowledgement may be taken into account by the bodies and persons specified in that subsection.

(4) Neither Te Uri o Hau governance entity nor any member of Te Uri o Hau is precluded from stating that Te Uri o Hau have an association with a statutory area that is not described in the statutory acknowledgement.

(5) The content and existence of the statutory acknowledgement do not derogate from a statement made under subsection (4).

Section 65(1): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Section 65(2)(c): replaced, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Deeds of recognition

66 Purposes of deeds of recognition

(1) The only purposes of deeds of recognition are to require that Te Uri o Hau governance entity be consulted, and regard had to its views, as provided in section 68.

(2) Subsection (1) does not limit or affect sections 70 to 73.

67 Authorisation to enter into deeds of recognition

(1) If a statutory acknowledgement has been made by section 59, the responsible Minister or the Commissioner of Crown Lands has power to enter into, and amend, a deed of recognition with Te Uri o Hau governance entity in respect of the land within the statutory area.

(2) A deed of recognition may be amended only by written agreement by—

(a) either the responsible Minister or the Commissioner of Crown Lands; and

(b) Te Uri o Hau governance entity.

(3) In this section and section 68, **responsible Minister**, in relation to a statutory area, means the Minister of the Crown responsible for the management or administration of the land within that area.

68 Form and terms of deeds of recognition

A deed of recognition entered into under section 67 must provide that, in relation to the matters specified in the deed concerning the management or administration of the statutory area by the responsible Minister or the Commissioner of Crown Lands,—

(a) Te Uri o Hau governance entity must be consulted; and

(b) regard must be had to the views of Te Uri o Hau governance entity relating to the association described in the statutory acknowledgement to which the deed of recognition relates.

69 Termination of deeds of recognition

A deed of recognition automatically terminates in respect of a statutory area or the relevant part of the area if—

(a) Te Uri o Hau governance entity and the Minister of Conservation agree in writing that a deed of recognition is no longer appropriate for the area concerned; or

(b) all or part of the statutory area is alienated by the Crown to a person or body other than the Crown; or

(c) there is a change in the Minister of the Crown, or the department of State, responsible for the management of all or part of the statutory area.

General

70 No limitation on other statutory acknowledgements or deeds of recognition

Neither the provision of a statutory acknowledgement to Te Uri o Hau governance entity nor the entry into a deed of recognition with Te Uri o Hau governance entity precludes the Crown from providing a statutory acknowledgement to, or entering into a deed of recognition with, a person other than a Te Uri o Hau claimant, with respect to the same statutory area.

71 Exercise of powers, duties, and functions

(1) Neither a statutory acknowledgement nor a deed of recognition affects, or may be taken into account in the exercise of a power, duty, or function by a person or entity under a statute, regulation, or bylaw.

(2) No person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to the association of Te Uri o Hau with a statutory area (as described in the relevant statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw if no statutory

acknowledgement or deed of recognition existed in respect of the statutory area.

(3) Subsection (2) does not affect the operation of subsection (1).

(4) This section applies subject to sections 58, 60 to 62, 65, 66, and 68.

72 Rights not affected

(1) The lawful rights or interests of any person who is not a party to the deed of settlement are not affected by either—

(a) a statutory acknowledgement; or

(b) a deed of recognition.

(2) This section applies subject to the other express provisions of this subpart.

73 Limitation of rights

(1) Neither a statutory acknowledgement nor a deed of recognition has the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind relating to, a statutory area.

(2) This section applies subject to the other express provisions of this subpart.

Amendment to Resource Management Act 1991

74 Amendment to Resource Management Act 1991

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

Subpart 3—Nohoanga entitlements

75 Interpretation

In this subpart, unless the context otherwise requires,—

entitlement land means a site over which a Nohoanga entitlement is granted

land holding agent means the Minister of the Crown responsible for the department of State that manages entitlement land or the Commissioner of Crown Lands, as the case may be

Nohoanga entitlement means a Nohoanga entitlement granted under this subpart

Nohoanga site means an area described in Schedule 11

waterway—

(a) means—

(i) a lake, being a body of fresh water surrounded or almost surrounded by land:

(ii) a river, being a continually or intermittently flowing body of fresh water:

(iii) a stream:

(iv) a modified water course:

(v) coastal waters, including harbours; but

(b) does not include an artificial water course such as an irrigation canal, a water supply race, a canal for supply of water for electricity power generation, or a farm drainage canal.

76 Purpose of Nohoanga entitlements

A Nohoanga entitlement is granted to Te Uri o Hau governance entity for the sole purpose of permitting members of Te Uri o Hau, on a temporary and non-commercial basis, to occupy land close to a waterway and to have access to the waterway for lawful fishing and lawful gathering of other natural resources in the vicinity of the entitlement land.

Grant, operation, and termination of Nohoanga entitlements

77 Grant and renewal of Nohoanga entitlements

(1) The Crown must, in accordance with this subpart, grant to Te Uri o Hau governance entity Nohoanga entitlements over the Nohoanga sites.

(2) The grant of a Nohoanga entitlement must be—

(a) in the form in Schedule 12 subject to variations referred to in section 78; and

(b) for an initial term of 10 years beginning on the settlement date.

(3) The land holding agent must notify the grant of a Nohoanga entitlement in the *Gazette*.

(4) The chief executive must note in his or her records the grant of a Nohoanga entitlement and the notice in the *Gazette* relating to it.

(5) A Nohoanga entitlement must be renewed for a further term of 10 years, unless the Nohoanga entitlement is terminated under section 90 or section 91.

(6) Subsections (3) to (5) apply to—

(a) the renewal of a Nohoanga entitlement as if it were the grant of the Nohoanga entitlement; and

(b) the grant of a Nohoanga entitlement under sections 90(3) and 91(7).

78 Variation of terms of Nohoanga entitlement

(1) The form of a Nohoanga entitlement granted under section 77 may vary from the form in Schedule 12 by—

(a) the addition of terms reasonably required by the Crown to give effect to this subpart; or

(b) agreement between the land holding agent and Te Uri o Hau governance entity.

(2) Any additional terms and any variation of terms under subsection (1) must not be inconsistent with this subpart.

79 Exclusive right to occupy entitlement land for the purpose of a Nohoanga entitlement

(1) Te Uri o Hau governance entity has the right to permit members of Te Uri o Hau to occupy entitlement land—

(a) for the purpose of a Nohoanga entitlement as set out in section 76; and

(b) to the exclusion of other persons during the period or periods that it exercises the right to occupy the land.

(2) Subsection (1) applies subject to subsections (3) to (5).

(3) Subsection (1) does not prevent agents of the Crown or persons exercising statutory powers undertaking their functions in relation to entitlement land.

(4) Te Uri o Hau governance entity may occupy entitlement land for such period or periods in a calendar year that do not exceed 210 days in total.

(5) Te Uri o Hau governance entity must not occupy entitlement land in a calendar year during the period beginning on 1 May and ending on the close of 15 August.

80 Right to erect temporary dwellings

(1) Te Uri o Hau governance entity may, while occupying entitlement land, erect camping shelters or similar temporary dwellings on the land.

(2) Te Uri o Hau governance entity must remove any camping shelter or similar temporary dwellings that it has erected on the land under a Nohoanga entitlement whenever the right to occupy the land is not being exercised.

81 Condition of entitlement land when ceasing to occupy it

(1) Te Uri o Hau governance entity must, whenever it ceases to occupy entitlement land, leave the land in substantially the same condition as it was in at the beginning of the period when it was last entitled to begin to exercise its right to occupy the land.

(2) Subsection (1) does not apply to temporary effects normally associated with occupation of entitlement land under a Nohoanga entitlement.

82 Activities on entitlement land

(1) Te Uri o Hau governance entity may, with the consent of the land holding agent, undertake activities on entitlement land that are reasonably necessary for the entitlement land to be used for the purpose of a Nohoanga entitlement as set out in section 76.

(2) When applying for the land holding agent's consent, Te Uri o Hau governance entity must provide to the land holding agent details relating to the proposed activities, including (but not limited to)—

(a) the effect of the activities on—

(i) the entitlement land; and

(ii) if the entitlement land is held under the Conservation Act 1987 or any Act in Schedule 1 of that Act, the surrounding land and any wildlife; and

(b) any measures that Te Uri o Hau governance entity proposes to take (if the land holding agent's consent is given) to avoid, remedy, or mitigate any adverse effects.

(3) In considering whether to give consent in relation to land held under the Conservation Act 1987 or any Act in Schedule 1 of that Act, the land holding agent may require Te Uri o Hau governance entity to obtain, at its expense, an environmental impact report about the proposed activities and an audit of that report.

(4) The giving of consent is at the complete discretion of the land holding agent.

(5) The land holding agent may give consent subject to such conditions as he or she thinks fit to impose.

(6) Without limiting subsection (5), in giving consent in relation to land held under the Conservation Act 1987 or any Act in Schedule 1 of that Act, the land holding agent may impose reasonable conditions so as to avoid, remedy, or mitigate any adverse effects of the proposed activities on the entitlement land, surrounding land, or wildlife.

(7) If the Crown has complied with its obligations under the Nohoanga entitlement, the Crown is not liable to compensate Te Uri o Hau governance entity (whether on termination of a Nohoanga entitlement or at any other time) for any activities undertaken by Te Uri o Hau governance entity on the entitlement land concerned.

(8) This section applies subject to section 80.

83 Crown's obligation to provide lawful access

(1) If an event described in subsection (2) occurs during the term of a Nohoanga entitlement, the Crown must ensure that Te Uri o Hau governance entity continues, for the rest of the term, to have the same type of access to the entitlement land as it had before the event occurred.

(2) The events are—

(a) the transfer of land adjacent to the entitlement land:

(b) a change in the classification or status of land adjacent to the entitlement land.

(3) The Crown's obligation in subsection (1) is subject to compliance with any applicable provisions in or under any other enactment.

84 Nohoanga entitlement not to restrict public access

The grant and exercise of a Nohoanga entitlement must not impede access by members of the public along the waterway that the entitlement relates to.

85 Compliance with laws, bylaws, and land and water management practices

(1) Te Uri o Hau governance entity and the activities carried on by it on entitlement land are subject to all laws, regulations, bylaws, and land and water management practices that apply to the entitlement land.

(2) The land holding agent must, in carrying out land and water management practices relating to the entitlement land, have regard to the existence of a Nohoanga entitlement and must—

(a) notify Te Uri o Hau governance entity of any activity that may affect Te Uri o Hau governance entity; and

(b) avoid unreasonable disruption to Te Uri o Hau governance entity.

(3) Te Uri o Hau governance entity is subject to the need, as required, to apply for resource consents for activities on entitlement land.

(4) Subsection (3) does not limit subsection (1).

(5) In this section, **activities** include activities undertaken under section 82.

86 Rights of Te Uri o Hau governance entity under Nohoanga entitlement not assignable

The rights of Te Uri o Hau governance entity under a Nohoanga entitlement are not assignable.

87 Nohoanga entitlement not to restrict the Crown's right to alienate land

The grant and exercise of a Nohoanga entitlement does not restrict the Crown's right to alienate the entitlement land, land adjacent to the entitlement land, or land adjacent to the waterway concerned.

88 Te Uri o Hau governance entity may enforce rights against other persons

While Te Uri o Hau governance entity is occupying entitlement land in accordance with this subpart, Te Uri o Hau governance entity may enforce its rights under the Nohoanga entitlement against persons who are not parties to the deed of settlement, as if Te Uri o Hau governance entity were the owner of the entitlement land.

89 Suspension of Nohoanga entitlement

(1) The land holding agent may suspend a Nohoanga entitlement in accordance with this section.

(2) The land holding agent must not suspend the Nohoanga entitlement unless he or she first—

(a) consults Te Uri o Hau governance entity; and

(b) has particular regard to the views of Te Uri o Hau governance entity.

(3) The land holding agent must not suspend a Nohoanga entitlement unless he or she considers the suspension is necessary for the management of the land, having regard to the purposes for which the Nohoanga entitlement is held.

(4) If a Nohoanga entitlement is suspended, Te Uri o Hau governance entity may, after the end of the suspension, occupy the entitlement land for a period equal to the period of the suspension.

(5) Subject to section 85(2), the occupation of entitlement land under subsection (4) is not subject to the restrictions in section 79(5).

90 Termination of Nohoanga entitlement

(1) Te Uri o Hau governance entity and the Crown may terminate a Nohoanga entitlement by agreement in writing.

(2) The Crown may terminate a Nohoanga entitlement by giving written notice to Te Uri o Hau governance entity on 1 or more of the following grounds:

(a) that the Crown has alienated the entitlement land during the term of the Nohoanga entitlement:

(b) that the entitlement land has, by any natural cause, been destroyed or permanently and detrimentally affected:

(c) that—

(i) it is a condition of the Nohoanga entitlement that the entitlement land may be required for the specific purpose that it was originally set apart for as a reserve; and

(ii) the entitlement land is required for that purpose:

(d) that the entitlement land is an unformed road that has become formed:

(e) that lawful access to the entitlement land has ceased to exist.

(3) On the termination of a Nohoanga entitlement under this section, the Crown must take all reasonable steps to grant a replacement Nohoanga entitlement to Te Uri o Hau governance entity.

(4) Subsection (3) does not apply in relation to a Nohoanga entitlement if the entitlement land concerned is vested in Te Uri o Hau governance entity for an estate in fee simple.

(5) Subject to section 83, the grant of another Nohoanga entitlement under subsection (3) must be over land that—

(a) complies with clause 5.4.3 of the deed of settlement; and

(b) is identified by similar processes used by the Crown and Te Uri o Hau to identify Nohoanga sites before entering into the deed of settlement.

91 Termination of Nohoanga entitlement for breach of obligations

(1) This section applies if Te Uri o Hau governance entity defaults in performing any of its obligations under a Nohoanga entitlement.

(2) If the default is capable of remedy, the Crown may give Te Uri o Hau governance entity a notice in writing specifying the default and the remedy for the default required by the Crown.

(3) The remedy required by the Crown must be reasonable in the circumstances.

(4) If, at the end of 41 business days after the notice is given by the Crown, Te Uri o Hau governance entity has not remedied or taken appropriate action to remedy the default as required by the Crown, the Crown may immediately terminate the Nohoanga entitlement by notice in writing to Te Uri o Hau governance entity.

(5) If the default is not capable of remedy, the Crown may immediately terminate the Nohoanga entitlement by notice in writing to Te Uri o Hau governance entity.

(6) Te Uri o Hau governance entity may, not earlier than 2 years after the termination of a Nohoanga entitlement under this section, apply to the Minister of Maori Affairs for the grant of another Nohoanga entitlement that complies with clause 5.4.3 of the deed of settlement.

(7) On receipt of an application under subsection (6), the Crown may, in its discretion, take reasonable steps to grant a replacement Nohoanga entitlement over land that—

(a) complies with clause 5.4.3 of the deed of settlement; and

(b) is identified by similar processes used by the Crown and Te Uri o Hau to identify Nohoanga sites before entering into the deed of settlement.

Incidental provisions

92 Part 3B of Conservation Act 1987 not to apply

Part 3B of the Conservation Act 1987 does not apply to the grant of a Nohoanga entitlement.

93 Rating Powers Act 1988

(1) The grant of a Nohoanga entitlement does not make the entitlement land concerned rateable property under section 4(1) of the Rating Powers Act 1988.

(2) Entitlement land is to be treated as if it were rateable property for the purposes of section 7 of the Rating Powers Act 1988.

(3) However, Te Uri o Hau governance entity is liable to pay a rate, charge, or fee payable under section 7 of the Rating Powers Act 1988 only in proportion to the period for which Te Uri o Hau governance entity is entitled to occupy the entitlement land concerned.

94 Section 44 of Reserves Act 1977 not to apply

Section 44 of the Reserves Act 1977 does not apply in relation to a Nohoanga entitlement granted over land subject to that Act.

95 Section 11 and Part 10 of Resource Management Act 1991 not to apply

The grant of a Nohoanga entitlement is not a subdivision for the purposes of section 11 and Part 10 of the Resource Management Act 1991.

96 Rights of other parties not affected

(1) The grant and exercise of a Nohoanga entitlement does not affect the lawful rights or interests of a person who is not a party to the deed of settlement.

(2) Subsection (1) applies subject to the other express provisions of this subpart.

97 No creation of rights in entitlement land

(1) The grant and exercise of a Nohoanga entitlement does not grant, create, or provide evidence of an estate or interest in, or rights of any kind relating to, entitlement land.

(2) Subsection (1) applies subject to the other express provisions of this subpart.

Subpart 4—Permission for right of way not required

98 Permission of council not required

The permission of a council under section 348 of the Local Government Act 1974 is not required for the granting of the right of way referred to in clause 5.5.1 of the deed of settlement.

Subpart 5—Shellfish quota and oyster reserves

99 Consent to excess holding of quota

(1) The Minister is to be treated as having consented under section 60(1) of the Fisheries Act 1996 or section 28W(3) of the Fisheries Act 1983, as the case may be, to Te Uri o Hau governance entity owning excess shellfish quota.

(2) If subsection (1) applies, the Minister is to be treated as complying with the requirements of section 60 of the Fisheries Act 1996 or section 28W of the Fisheries Act 1983, as the case may be.

(3) In this section,—

excess shellfish quota is the following aggregate shellfish quota that exceeds the quota permitted by section 59 of the Fisheries Act 1996 or section 28W of the Fisheries Act 1983, as the case may be:

(a) shellfish quota purchased by Te Uri o Hau under the deed granting a right of first refusal over shellfish quota that is to be delivered by the Crown to Te Uri o Hau and executed by Te Uri o Hau under clauses 5.8.2 and 5.8.5 of the deed of settlement:

(b) shellfish quota received by Te Uri o Hau governance entity from the Treaty of Waitangi Fisheries Commission

Minister has the same meaning as in section 2(1) of the Fisheries Act 1996

shellfish quota has the same meaning as in the deed granting a right of first refusal over shellfish quota referred to in subsection (3)(a)(i).

100 Oyster reserves

Regulations may be made under clause 5.10.3 of the deed of settlement despite section 10(d) of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

Subpart 6—Indigenous species

101 Interpretation

In this section and sections 102 to 106,—

DOC and **Department of Conservation** mean the department of State known as the Department of Conservation established by section 5 of the Conservation Act 1987

indigenous species means the indigenous fish, flora, and fauna species found within Te Uri o Hau DOC protocol area, in relation to which the Department of Conservation performs statutory duties

Te Uri o Hau DOC protocol area means the area shown on the map that is attachment 5.1 to the deed of settlement.

102 Special association with indigenous species acknowledged

The Crown acknowledges the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with the indigenous species, the text of which is set out in Schedule 13.

103 Purpose of acknowledgement

(1) The only purpose of the acknowledgement by section 102 is for the purpose of protocols issued by the Minister of Conservation under section 108.

(2) Subsection (1) does not limit sections 104 to 106.

104 Exercise of powers, duties, and functions

(1) The acknowledgement by section 102 does not affect, and may not be taken into account in, the exercise of a power, duty, or function by a person or entity under a statute, regulation, or bylaw.

(2) No person or entity, in considering a matter or making a decision under a statute, regulation, or bylaw, may give greater or lesser weight to the association of Te Uri o Hau with indigenous species than that person or entity would give under the relevant statute, regulation, or bylaw, if no acknowledgement of that association existed.

(3) Subsection (2) does not limit subsection (1).

(4) This section applies subject to the other express provisions of this subpart.

105 Rights not affected

(1) The acknowledgement by section 102 does not affect the lawful rights or interests of a person who is not party to the deed of settlement.

(2) Subsection (1) applies subject to the other express provisions of this subpart.

106 Limitation of rights

(1) The acknowledgement by section 102 does not have the effect of granting, creating, or providing evidence of an estate or interest in, or any rights of any kind relating to, an indigenous species.

(2) Subsection (1) applies subject to the other express provisions of this subpart.

Subpart 7—Protocols

107 Interpretation

In this subpart,—

Crown-owned mineral means a mineral (as that term is defined in section 2 of the Crown Minerals Act 1991) that is the property of the Crown under sections 10 and 11 of the Crown Minerals Act 1991 and over which the Crown has jurisdiction under the Continental Shelf Act 1964

protected New Zealand object has the same meaning as in the Protected Objects Act 1975

protocol means a statement in writing, issued by a responsible Minister to Te Uri o Hau governance entity, that sets out—

(a) how—

(i) the Department of Conservation will exercise its functions, powers, and duties in relation to specified matters within Te Uri o Hau DOC protocol area:

(ii) the Ministry of Fisheries will exercise its functions, powers, and duties in relation to specified matters within Te Uri o Hau Fisheries protocol area:

(iii) the Ministry of Economic Development will exercise its functions, powers, and duties in relation to specified matters within Te Uri o Hau MED protocol area:

(iv) the Ministry for Culture and Heritage will exercise its functions, powers, and duties in relation to specified matters within Te Uri o Hau protected New Zealand objects protocol area; and

(b) how—

(i) the Department of Conservation, the Ministry of Fisheries, or the Ministry for Culture and Heritage, will, on a continuing basis, interact with Te Uri o Hau and provide for the input of Te Uri o Hau into their decision-making processes:

(ii) the Ministry of Economic Development will, on a continuing basis, consult with Te Uri o Hau and provide for the input of Te Uri o Hau into the decision-making processes of that Ministry

responsible Minister means any of the following Ministers:

(a) the Minister of Conservation:

(b) the Minister of Fisheries:

(c) the Minister of Energy:

(d) the Minister for Arts, Culture and Heritage:

(e) any other Minister of the Crown authorised by the Prime Minister to exercise powers, duties, and functions under this subpart

responsible Ministry means any of the following departments of State:

(a) the Department of Conservation:

(b) the Ministry of Fisheries:

(c) the Ministry of Economic Development:

(d) the Ministry for Culture and Heritage:

(e) any other department of State authorised by the Prime Minister to exercise powers, functions, or duties under this subpart

taonga tūturu has the same meaning as in the Protected Objects Act 1975

Te Uri o Hau DOC protocol area has the same meaning as in section 101

Te Uri o Hau Fisheries protocol area means the area shown on the map that is attachment 5.1 to the deed of settlement together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map—

(a) within the Kaipara Harbour and Mangawhai Harbour; and

(b) extending to the outer limit of the Exclusive Economic Zone (as defined in section 2 of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977)

Te Uri o Hau MED protocol area means the area shown on the map that is attachment 5.1 to the deed of settlement together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map—

(a) within the Kaipara Harbour and Mangawhai Harbour; and

(b) extending to the outer limit of the Exclusive Economic Zone (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977)

Te Uri o Hau protected New Zealand objects protocol area means the area shown on the map that is attachment 5.1 to the deed of settlement together with—

(a) the Mangawhai Harbour; and

(b) the Kaipara Harbour and its tributaries; and

(c) the waters (including the foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map extending to the outer limit of the territorial sea (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

Section 107 **antiquity**: repealed, on 1 November 2006, by section 35 of the Protected Objects Amendment Act 2006 (2006 No 37).

Section 107 **artifact**: repealed, on 1 November 2006, by section 35 of the Protected Objects Amendment Act 2006 (2006 No 37).

Section 107 **protected New Zealand object**: inserted, on 1 November 2006, by section 35 of the Protected Objects Amendment Act 2006 (2006 No 37).

Section 107 **protocol** paragraph (a)(iv): amended, on 1 November 2006, by section 35 of the Protected Objects Amendment Act 2006 (2006 No 37).

Section 107 **taonga tūturu**: inserted, on 1 November 2006, by section 35 of the Protected Objects Amendment Act 2006 (2006 No 37).

Section 107 **Te Uri o Hau Antiquities protocol area**: repealed, on 1 November 2006, by section 35 of the Protected Objects Amendment Act 2006 (2006 No 37).

Section 107 **Te Uri o Hau protected New Zealand objects protocol area**: inserted, on 1 November 2006, by section 35 of the Protected Objects Amendment Act 2006 (2006 No 37).

108 Authority to issue, amend, or cancel protocols

(1) Each responsible Minister may—

(a) issue a protocol of the appropriate kind and in the appropriate form referred to in clause 5.12.2 of the deed of settlement; and

(b) amend or cancel that protocol.

(2) Protocols may be amended or cancelled under subsection (1) at the initiative of either—

(a) the Minister who issued the protocol; or

(b) Te Uri o Hau governance entity.

(3) A responsible Minister may amend or cancel a protocol issued by that Minister under subsection (1) only after consulting with Te Uri o Hau governance entity, and having particular regard to its views.

109 Protocols subject to Crown's obligations

Protocols are issued and amended subject to, and without restriction on,—

(a) the obligations of each responsible Minister and each responsible Ministry to discharge their respective powers, duties, and functions in accordance with existing law and government policy:

(b) the Crown's powers to amend policy and to introduce legislation.

110 Noting of conservation protocol

(1) The existence of the protocol referred to in Schedule 5.18 of the deed of settlement, as amended from time to time, together with the definition of protocol in section 107 and a summary of the terms of issue of protocols, must be noted in all conservation management plans, conservation management strategies, and national park management plans affecting the area covered by the protocol.

(2) Noting of a protocol under subsection (1) is—

(a) for the purpose of public notice only; and

(b) is not an amendment to a strategy or plan for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

111 Noting of fisheries protocol

(1) The existence of the protocol referred to in Schedule 5.19 of the deed of settlement, as amended from time to time, together with the definition of protocol in section 107 and a summary of the terms of issue of the protocol, must be noted in fisheries plans affecting the area covered by the protocol.

(2) The noting of the fisheries protocol is—

(a) for the purposes of public notice only; and

(b) is not an amendment to a strategy or plan for the purposes of section 11A of the Fisheries Act 1996.

112 Enforceability of protocol

(1) A responsible Minister must comply with a protocol issued by that Minister while it is in force.

(2) If a responsible Minister fails without good cause to comply with a protocol issued by that Minister, Te Uri o Hau governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol by way of public law action against that Minister.

(3) Despite subsection (2), damages or any other form of monetary compensation are not available as a remedy for failure to comply with a protocol.

(4) To avoid doubt, subsection (3) does not affect the ability of a court to award court costs in relation to proceedings referred to in subsection (2).

(5) Subsection (1) does not apply to any guidelines developed in connection with the implementation of the protocol.

113 Limitation of rights

(1) A protocol referred to in clause 5.12.2(a) of the deed of settlement does not have the effect of granting, creating, or providing evidence of an estate or interest in, or any rights of any kind relating to, land held, managed, or administered, or flora or fauna managed or administered, under—

(a) the Conservation Act 1987; or

(b) the statutes listed in Schedule 1 of that Act.

(2) A protocol referred to in clause 5.12.2(b) of the deed of settlement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind relating to, any assets or other property rights held, managed, or administered under fisheries legislation (including fish, aquatic life, or seaweed).

(3) A protocol referred to in clause 5.12.2(c) of the deed of settlement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind relating to any Crown-owned mineral held, managed, or administered under the Crown Minerals Act 1991.

(4) A protocol referred to in clause 5.12.2(d) of the deed of settlement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind relating to, protected New Zealand objects or ngā taonga tūturu, held, managed, or administered under the Protected Objects Act 1975.

(5) In this section,—

fisheries legislation means—

(a) the Fisheries Act 1983:

(b) the Fisheries Act 1996:

(c) all regulations made under either, or both, of those Acts.

Section 113(4): amended, on 1 November 2006, pursuant to section 5(1)(b) of the Protected Objects Amendment Act 2006 (2006 No 37).

Section 113(4): amended, on 1 November 2006, by section 35 of the Protected Objects Amendment Act 2006 (2006 No 37).

Subpart 8—Changes of name

114 Changes of place names on official maps

(1) Each place name in column 1 of Schedule 14 is changed to the corresponding name in column 2 of that schedule.

(2) New place names are set out in column 2 of Schedule 14.

(3) The changes made by subsections (1) and (2) are to be treated as made—

(a) with the approval of the New Zealand Geographic Board; and

(b) in accordance with the New Zealand Geographic Board Act 1946.

115 Change of name of certain reserves

(1) The name of the Maungaturoto scenic reserve is changed to Pukeareinga scenic reserve.

(2) The name of the Tapora Government Purpose (Wildlife Management) Reserve is changed to Manukapua Government Purpose (Wildlife Management) Reserve.

(3) The changes of name made by this section are deemed to have been made pursuant to section 16(10) of the Reserves Act 1977.

116 Changes to official signs and publications

The Crown must incorporate the changes made by sections 114 and 115 to official signs, publications, and records when those signs, publications, and records become due, in the ordinary course, for replacement, updating, or reprinting.

Part 6
Commercial redress properties

117 Transfer of commercial redress properties

(1) To give effect to section 7 of the deed of settlement, the Crown (acting through the Commissioner of Crown Lands) is authorised to do 1 or more of the following:

(a) transfer the fee simple estate in a commercial redress property to Te Uri o Hau governance entity:

(b) sign a memorandum of transfer or other document, or do any other thing to execute such a transfer.

(2) In exercising the powers conferred by subsection (1), the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a commercial redress property.

118 Minister of Conservation may grant easements

(1) The Minister of Conservation may grant any easement required to enable the Crown to grant the easements specified in clause 1.4 of attachment 7.2 to the deed of settlement.

(2) An easement granted under subsection (1)—

(a) is registrable under section 17ZA(2) of the Conservation Act 1987 as if it were a deed to which that provision applied; and

(b) is enforceable on its terms despite Part 3B of the Conservation Act 1987.

119 Creation of computer register

(1) This section applies to a commercial redress property to the extent that 1 or more allotments of the property are not included in a certificate of title or computer freehold register.

(2) The Registrar-General must, on written application by a person authorised by the chief executive, comply with subsection (3).

(3) The Registrar-General must, in accordance with the application, create 1 or more computer freehold registers in the name of the Crown subject to, and together with, any encumbrances that are registrable or notifiable and that are described in the written application.

(4) If, immediately before the creation of a computer freehold register, the allotments of the property are held for different purposes, the register may be created without a statement of purpose.

(5) The Crown may grant a covenant to arrange for the later creation of 1 or more computer freehold registers for a property that is to be transferred to Te Uri o Hau governance entity.

(6) Despite the Land Transfer Act 1952,—

(a) the Crown may request the Registrar-General to register a covenant referred to in subsection (5) under the Land Transfer Act 1952 by creating a computer interest register; and

(b) the Registrar-General must register the covenant in accordance with paragraph (a).

(7) In this section, **allotment** has the same meaning as in section 2(1) of the Resource Management Act 1991.

120 Redress licensed land ceases to be Crown forest land

Redress licensed land ceases to be Crown forest land immediately on transfer of the fee simple estate in that land to Te Uri o Hau governance entity.

121 Redress licensed land

(1) Te Uri o Hau governance entity is a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust in respect of the redress licensed land, and the provisions of that trust apply accordingly.

(2) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the redress licensed land as if that section applies to the redress licensed land, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the redress licensed land.

(3) Notice given by the Crown under subsection (2) has effect as if the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of

Waitangi Act 1975 for the return of the redress licensed land and that recommendation had become final.

122 Application of other enactments

(1) Nothing in section 11 or Part 10 of the Resource Management Act 1991 applies to—

(a) the transfer of a commercial redress property to Te Uri o Hau governance entity under this Act; or

(b) any matter incidental to, or required for the purpose of, the transfer of a commercial redress property under this Act.

(2) The transfer of a commercial redress property under this Act does not—

(a) affect private rights to sub-surface minerals; nor

(b) limit sections 10 or 11 of the Crown Minerals Act 1991.

(3) The transfer of a commercial redress property under this Act 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.

123 Roadways and rights of way

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 by clause 7 of the deed of settlement.

124 Deed for continued public access

The deed relating to continued public access in respect of the Mangawhai licensed land referred to in clause 7.2.4 of the deed of settlement is enforceable by the Crown on behalf of the public.

Schedule 1
Treaty of Waitangi

Preamble, recital 1

(Text in Maori)

KO WIKITORIA, te Kuini o Ingarani, i tana mahara atawai ki nga Rangitira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kaiwakarite ki nga Tangata maori o Nu Tirani-kia wakaaetia e nga Rangatira maori te Kawanatanga o te Kuini ki nga wahikatoa o te Wenua nei me nga Motu-na te mea hoki he tokomaha ke nga tangata o tona Iwi Kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata Maori ki te Pakeha e noho ture kore ana.

Na, kua pai te Kuini kia tukua ahau a Wiremu Hopihona he Kapitana i te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aianei, amua atu ki te Kuini e mea atu ana ia ki nga Rangatira o te wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

Ko te Tuatahi

Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kawanatanga katoa o o ratou wenua.

Ko te Tuarua

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira ki nga hapu -ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otiia ko nga Rangatira o te Wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua-ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

Ko te Tuatoru

Hei wakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

(Signed) WILLIAM HOBSON,

Consul and Lieutenant-Governor.

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka huihui nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaaetia katoatia e matou, koia ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

Ko nga Rangatira o te wakaminenga.

(Text in English)

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands—Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

ARTICLE THE FIRST

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation of Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

ARTICLE THE SECOND

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

ARTICLE THE THIRD

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W. HOBSON, Lieutenant Governor.

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty.

[*Here follow signatures, dates, etc.*]

Schedule 2
Cultural redress properties

ss 22–34

North Auckland Land Registry

Property	Land description	Encumbrances
Pukekaroro site	North Auckland Land District – Kaipara District	
	11.1700 hectares, more or less, being Section 1 SO 70762. Part Certificate of Title 1123/287. 1.3000 hectares, more or less, being Sections 2 and 3 SO 70762. Part *Gazette* Notice 764049.1.	Subject to a protected private land agreement as set out in Schedule 4.2 of the deed of settlement.
Pukeareinga site	North Auckland Land District – Kaipara District	
	283 square metres, more or less, being Section 1 SO 70764. Part Proclamation 5362.	Subject to a conservation covenant as set out in Schedule 4.3 of the deed of settlement.
First Whakahuranga Pa site	North Auckland Land District – Rodney District	
	3 191 square metres, more or less, being Lot 1 DP 211035. All Transfer D692397.5.	Subject to a right of way as set out in Schedule 4.4 of the deed of settlement; Together with: a right of way created by Transfer D 036844.1; a right of way specified in Easement Certificate D194200.1; a right of way shown marked A on DP 211035.
Second Whakahuranga Pa site	North Auckland Land District – Rodney District	
	617 square metres, more or less, being Lot 2 DP 211035. All Certificate of Title 139A/858.	Subject to a right of way as set out in Schedule 4.4 of the deed of settlement.
Oteono site	North Auckland Land District – Kaipara District	
	1 955 square metres, more or less, being Section 1 SO 70271. Part New Zealand *Gazette* 1899 page 1359.	
Whakapirau site	North Auckland Land District – Kaipara District	

Property	Land description	Encumbrances
	2.1640 hectares, more or less, being Sections 1 and 2 SO 70276. Part New Zealand *Gazette* 1862 page 276.	
Okahukura site	North Auckland Land District – Rodney District	
	2.0000 hectares, more or less, being Section 1 SO 70275. Part Document K 29667.	
Hokarako stewardship area	North Auckland Land District – Kaipara District	
	8 600 square metres, more or less, being Section 48 Block 1 Otamatea Survey District. Part Certificate of Title 87/243.	
Part Humuhumu lake bed	North Auckland Land District – Kaipara District	
	38.5000 hectares, more or less, being Section 1 SO 70763. Part Transfer 507388.	Subject to easement in favour of the Pouto Licensed Land for power supply, water supply, and electric fence earth site.
Pouto Road end	North Auckland Land District – Kaipara District	
	6 526 square metres, more or less, being Section 1 SO 38503. Part New Zealand *Gazette* 1955 page 403.	
Wahi tapu sites in the Pouto Forest	North Auckland Land District – Kaipara District	
	471 square metres, more or less, being Section 1 SO 65781. Part Certificate of Title 238/105; and	All subject to a wildlife refuge by New Zealand *Gazette* 1957 page 1639 for the purposes of the Wildlife Act 1953.
	429 square metres, more or less, being Section 2 SO 65781. Part Certificate of Title 238/105; and	
	441 square metres, more or less, being Section 3 SO 65781. Part Certificate of Title 238/105; and	
	693 square metres, more or less, being Section 4 SO 65781. Part Certificate of Title 238/105; and	
	3 032 square metres, more or less, being Section 5 SO 65781. Part Certificate of Title 238/105.	
Pou Tu o Te Rangi	North Auckland Land District – Kaipara District	

Property	Land description	Encumbrances
	5 793 square metres, more or less, being Lot 1 DP 79437. All Certificate of Title 36B/229.	

Schedule 3
Kirihipi overlay area for Manukapua Government Purpose (Wildlife Management) Reserve

s 39

Description of area

The area to which this schedule applies is the area known as the Manukapua Government Purpose (Wildlife Management) Reserve, as shown on SO Plan 70052.

Preamble

Under section 42 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.1.3 of the deed of settlement), the Crown acknowledges the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional values of Te Uri o Hau relating to Manukapua Government Purposes (Wildlife Management) Reserve, as set out below.

Statement of values by Te Uri o Hau relating to Manukapua

Manukapua (cloud of birds) is extremely significant to Te Uri o Hau because it is the remains of Taporapora, the tauranga waka (landing place) of our ancestral waka (canoe), the Mahuhu ki te Rangi.

When the Mahuhu ki te Rangi and its crew arrived in the Kaipara region from Hawaiki, they named the tauranga waka Taporapora after a remembered place in Hawaiki. Te Uri o Hau traditional history recalled by our kaumatua and kuia states that Taporapora was then a peninsula that extended from the present day location of Manukapua out to the Tasman sea creating a north and south channel at the mouth of the Kaipara Harbour.

Rongomai (Ariki of the Mahuhu ki te Rangi) and some crew members settled and built their wharenui (meeting house) on Taporapora. The tupuna (ancestors) used the wharenui to recite ancient knowledge, karakia (incantation), waiata (songs) and whakapapa (genealogy) with rangatira (chiefs) from around the region. This wharenui housed their taonga (treasures) brought with them from Hawaiki.

Rongomai married a wahine (woman) from the surrounding area and relocated his kaianga (village) from Taporapora to Manukapua and the Okahukura peninsula. From this kaianga he used the surrounding land and water to gather kai (food) for the people. Te Uri o Hau whaikorero (oration) passed down from generation to generation talks of Rongomai's drowning and of a great tempest that washed away Taporapora because Rongomai did not perform the appropriate karakia before he went fishing.

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

It is only evident at high tide that Manukapua is an island. At low tide one is able to walk from the Okahukura peninsula to Manukapua. One can also see the remains of the whenua (land) of Taporapora at low tide.

For many generations and still today the waters surrounding Manukapua provide kaimoana (seafood) such as patiki (flounder), kanae (mullet), pioke (shark), tamure (snapper), kuakua (scallop), pipi, and kutae (mussel) for Te Uri o Hau. The shifting sandbars of the Kaipara Harbour protect this source of kai for Te Uri o Hau. The whenua of Manukapua and the surrounding area provided manu (birds) of many species and many of those species still nest and roost here today.

The mauri (life force) of Manukapua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau.

Schedule 4
Kirihipi overlay area for Pouto stewardship area

s 39

Description of area

The area to which this schedule applies is the area known as the Pouto stewardship area, as shown on SO Plan 70051.

Preamble

Under section 42 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.1.3 of the deed of settlement), the Crown acknowledges the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional values of Te Uri o Hau relating to Pouto stewardship area, as set out below.

Statement of values by Te Uri o Hau relating to Pouto

Te Uri o Hau have a very special relationship with this area. It is recognised as a major Wahi Tapu (sacred area) because many of our tupuna (ancestors) are buried here. Many urupa (burial grounds) and taonga (treasures) rest beneath the whenua (land) in this region as a result of the many battles that were fought here throughout Te Uri o Hau history. During extreme weather conditions wheua (human bones) are often exposed.

Traditionally Te Uri o Hau used this region extensively for gathering kai (food). The fresh water lakes provided an abundance of kai for Te Uri o Hau. In 1909 a Te Uri o Hau rangatira said “These lakes are where we fish for eels, net mullet and snare birds for our food. They have been with us since the beginning, handed down by our tupuna to our parents and to us today”.

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

Traditionally there were many Nohoanga (temporary settlements) within this area. Te Uri o Hau whanau (families) from the Pouto peninsula and from other marae around the Kaipara Harbour would camp here catching tuna (eels) and kanae (mullet) from the lakes and gathering manu (birds), harakeke (flax), and berries from the wetlands and surrounding area.

Te Uri o Hau are the kaitiaki (guardians) of this area. Knowledge of the traditional trails and Nohoanga sites handed down from generation to generation is a taonga (treasure) to Te Uri o Hau. A hikoi (walk) along the trails allows Te Uri o Hau to rebury wheua (human remains) and taonga (treasures) should they become exposed by the drifting sand.

The mauri (life force) of this region represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements

of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau with this region.

Schedule 5
Statutory acknowledgement for Pouto stewardship area

s 59

Statutory area

The area to which this statutory acknowledgement applies (**statutory area**) is the area known as the Pouto stewardship area, as shown on SO Plan 70051.

Preamble

Under section 59 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.3 of the deed of settlement), the Crown acknowledges the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with the Pouto stewardship area as set out below.

Cultural, spiritual, historic, and traditional association of Te Uri o Hau with the statutory area

Te Uri o Hau have a very special relationship with this area. It is recognised as a major Wahi Tapu (sacred area) because many of our tupuna (ancestors) are buried here. Many urupa (burial grounds) and taonga (treasures) rest beneath the whenua (land) in this region as a result of the many battles that were fought here throughout Te Uri o Hau history. During extreme weather conditions wheua (human bones) are often exposed.

Traditionally Te Uri o Hau used this region extensively for gathering kai (food). The fresh water lakes provided an abundance of kai for Te Uri o Hau. In 1909 a Te Uri o Hau rangatira said “These lakes are where we fish for eels, net mullet and snare birds for our food. They have been with us since the beginning, handed down by our tupuna to our parents and to us today”.

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

Traditionally there were many Nohoanga (temporary settlements) within this area. Te Uri o Hau whanau (families) from the Pouto peninsula and from other marae around the Kaipara Harbour would camp here catching tuna (eels) and kanae (mullet) from the lakes and gathering manu (birds), harakeke (flax), and berries from the wetlands and surrounding area.

Te Uri o Hau are the kaitiaki (guardians) of this area. Knowledge of the traditional trails and Nohoanga sites handed down from generation to generation is a taonga (treasure) to Te Uri o Hau. A hikoi (walk) along the trails allows Te Uri o Hau to rebury wheua (human remains) and taonga (treasures) should they become exposed by the drifting sand.

The mauri (life force) of this region represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements

of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau with this region.

Purposes of statutory acknowledgement

Under section 58 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.2 of the deed of settlement), and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are:

(a) to require that consent authorities forward summaries of resource consent applications to Te Uri o Hau governance entity as required by regulations made under section 64 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.8 of the deed of settlement); and

(b) to require that consent authorities, Heritage New Zealand Pouhere Taonga or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Pouto stewardship area, as provided in sections 60 to 62 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.4, 5.2.5 and 5.2.6 of the deed of settlement); and

(c) to enable Te Uri o Hau governance entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Pouto stewardship area as provided in section 65 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.11 of the deed of settlement); and

(d) to empower the Minister of Conservation to enter into a deed of recognition as provided in section 67 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.15 of the deed of settlement).

Limitations on effect of statutory acknowledgement

Except as expressly provided in sections 58, 60, 61, 62, and 65 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.2., 5.2.4, 5.2.5, 5.2.6, and 5.2.11 of the deed of settlement)—

(a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and

(b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give greater or lesser weight to the association of Te Uri o Hau with the Pouto stewardship area than that person or entity would give under the relevant statute, regulation, or bylaw, if no statutory acknowledgement existed in respect of the Pouto stewardship area.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not have the effect of granting, creating, or pro-

viding evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Pouto stewardship area.

No limitation on the Crown

This statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Pouto stewardship area to a party or parties other than Te Uri o Hau or Te Uri o Hau governance entity.

Schedule 5: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Schedule 6
Statutory acknowledgement for Mangawhai marginal strip

s 59

Statutory area

The area to which this statutory acknowledgement applies (**statutory area**) is the area known as the Mangawhai marginal strip, as shown on SO Plan 70049.

Preamble

Under section 59 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.3 of the deed of settlement), the Crown acknowledges the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with the Mangawhai marginal strip as set out below.

Cultural, spiritual, historic, and traditional association of Te Uri o Hau with the statutory area

The land now known as the Mangawhai marginal strip is of great importance to Te Uri o Hau.

This area was traditionally used by Te Uri o Hau as one of the many areas where kaimoana (seafood) was gathered during certain periods of the year. Mahinga kai and Nohoanga sites are prevalent throughout the Mangawhai area. Te Uri o Hau traditionally participated in many fishing expeditions from the coastline.

Around 1825, the battle known as Te Ika Ranganui began at Mangawhai and progressively moved inland towards Otamatea and on into the Kaipara Harbour. The battle was fought between the tangata whenua and northern iwi.

For many years following the battle, this area was tapu (sacred) to Te Uri o Hau. The bones of our people who died during the battle or as a result of the battle are scattered throughout this area.

The mauri (life force) of the Mangawhai and adjacent coastline represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with the Mangawhai coast.

Purposes of statutory acknowledgement

Under section 58 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.2 of the deed of settlement), and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are:

(a) to require that consent authorities forward summaries of resource consent applications to Te Uri o Hau governance entity as required by regulations made under section 64 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.8 of the deed of settlement); and

(b) to require that consent authorities, Heritage New Zealand Pouhere Taonga or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Mangawhai marginal strip, as provided in sections 60 to 62 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.4, 5.2.5, and 5.2.6 of the deed of settlement); and

(c) to enable Te Uri o Hau governance entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Mangawhai marginal strip as provided in section 65 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.11 of the deed of settlement); and

(d) to empower the Minister of Conservation to enter into a deed of recognition as provided in section 67 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.15 of the deed of settlement).

Limitations on effect of statutory acknowledgement

Except as expressly provided in sections 58, 60, 61, 62, and 65 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, and 5.2.11 of the deed of settlement):

(a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and

(b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give greater or lesser weight to the association of Te Uri o Hau with the Mangawhai marginal strip than that person or entity would give under the relevant statute, regulation, or bylaw, if no statutory acknowledgement existed in respect of the Mangawhai marginal strip.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Mangawhai marginal strip.

No limitation on the Crown

This statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mangawhai marginal strip to a party or parties other than Te Uri o Hau or Te Uri o Hau governance entity.

Schedule 6: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Schedule 7
Statutory acknowledgement for Oruawharo River stewardship area

s 75

Statutory area

The area to which this statutory acknowledgement applies (**statutory area**) is the area known as the Oruawharo River stewardship area, as shown on SO Plan 70050.

Preamble

Under section 59 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.3 of the deed of settlement), the Crown acknowledges the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with the Oruawharo River stewardship area as set out below.

Cultural, spiritual, historic, and traditional association of Te Uri o Hau with the statutory area

Te Uri o Hau whaikorero (oration) about this area goes back to the era of our eponymous ancestor, Haumoewaarangi, when Te Uri o Hau first resided in the north Kaipara region. This area is very important to Te Uri o Hau because of the Wahi Tapu (sacred ground) and the urupa (burial grounds) where our tupuna (ancestors) rest.

A wahine (woman) named Te Hana lived at Mahipatua Pa on the Pouto peninsula. Her whakapapa (genealogy) links were from a different tribe that lived peacefully among Te Uri o Hau at that time. Te Hana was betrothed to Rangiwhapapa, brother of Haumoewaarangi, who resided at a nearby kainga (village) called Rangitane Pa.

A warrior from Oporo Pa, which was located at the mouth of the Oruawharo River on the Okahukura peninsula, had heard of this beautiful woman that lived across the Wairoa River at Mahipatua Pa. He visited Te Hana's kainga in the hope of gaining her affections for himself. As Te Hana was puhi (a virgin of noble family who was kept for the right match) she could not participate in the ceremonies but could only watch from a distance.

Te Uri o Hau traditions state that the visiting warrior casted a spell of atahu (love charm) over Te Hana so that her affections would be diverted to him. In time the spell began to weave its magic. Early one morning Te Hana and her maid sneaked down to the Wairoa River. They swam across the Wairoa River to the Okahukura peninsula, stopping to rest on the sandbanks on their way. While crossing the first channel, Te Hana's maid looked back to the Pouto peninsula and subsequently drowned. Te Hana, however, made it over to the other side and landed on Manukapua Island where she was found and taken to Oporo Pa.

On hearing of Te Hana's disappearance, and knowing where she had gone, Rangiwhapapa and his taua (war party) left Pouto for Okahukura. It is said that the waters of the Wairoa were black with canoes in their quest to retrieve Te Hana. A great battle took place and many lives were lost from both sides. The battle was fought along the ridge

from Oporo Pa to Whakahuranga Pa and the invading taua from Pouto pushed the inhabitants of Okahukura out of the region. Te Hana was taken back to Pouto where she married Rangiwhapapa. The area known as the Oruawharo stewardship area is still tapu (sacred) today.

For Te Uri o Hau, histories such as this represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

Until recently, the shores and banks of this area were used as Nohoanga (temporary settlements) by Te Uri o Hau when they returned to this area from the Pouto peninsula, Manukapua Island and the Kaipara Harbour after gathering kai (food) for the people. As kaitiaki (guardians) Te Uri o Hau would also keep watch over the Wahi Tapu sites in this area during their journeys around the Kaipara Harbour.

The mauri (life force) of this area represents the essence that binds the physical and spiritual elements together, generating and upholding all life. All elements of the natural environment possess a life force and all life is related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau with the Oruawharo River stewardship area.

Purposes of statutory acknowledgement

Under section 58 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.2 of the deed of settlement), and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are:

(a) to require that consent authorities forward summaries of resource consent applications to Te Uri o Hau governance entity as required by regulations made under section 64 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.8 of the deed of settlement); and

(b) to require that consent authorities, Heritage New Zealand Pouhere Taonga or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Oruawharo River stewardship area, as provided in sections 60 to 62 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.4, 5.2.5, and 5.2.6 of the deed of settlement); and

(c) to enable Te Uri o Hau governance entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Oruawharo River stewardship area as provided in section 65 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.11 of the deed of settlement); and

(d) to empower the Minister of Conservation to enter into a deed of recognition as provided in section 67 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.15 of the deed of settlement).

Limitations on effect of statutory acknowledgement

Except as expressly provided in sections 58, 60, 61, 62, and 65 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, and 5.2.11 of the deed of settlement):

(a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and

(b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give greater or lesser weight to Te Uri o Hau association with the Oruawharo River stewardship area than that person or entity would give under the relevant statute, regulation, or bylaw, if no statutory acknowledgement existed in respect of the Oruawharo River stewardship area.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Oruawharo River stewardship area.

No limitation on the Crown

This statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Oruawharo River stewardship area to a party or parties other than Te Uri o Hau or Te Uri o Hau governance entity.

Schedule 7: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Schedule 8
Statutory acknowledgement for Pukekaroro scenic reserve

s 59

Statutory area

The area to which this statutory acknowledgement applies (**statutory area**) is the area known as the Pukekaroro scenic reserve, as shown on SO Plan 70042.

Preamble

Under section 59 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.3 of the deed of settlement), the Crown acknowledges the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with the Pukekaroro scenic reserve as set out below.

Cultural, spiritual, historic, and traditional association of Te Uri o Hau with the statutory area

The maunga (mountain) Pukekaroro is of great importance to Te Uri o Hau. Pukekaroro was a key strategic site for Te Uri o Hau, as from the very top you are able to see the Mangawhai Heads to the east and the Kaipara Harbour entrance to the west. Traditionally Te Uri o Hau used the timber that grew on the mountain to build waka, which were renown for their seaworthiness.

During the battle known as Te Ika Ranganui in 1825, Karoro, a rangatira who had a pa site at the very top of the mountain retrieved many Te Uri o Hau dead and wounded from the surrounding area and carried them up to the pa so they would not be found by the enemy. Pukekaroro is of special spiritual significance to Te Uri o Hau because of the many Wahi Tapu (sacred area) sites on the mountain. The mountain has been tapu (sacred) since that battle and remains so today.

The mauri (life force) of Pukekaroro represents the essence that binds the physical and spiritual elements together, generating and upholding all life. All elements of the natural environment possess a life force and all life is related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with Pukekaroro.

Purposes of statutory acknowledgement

Under section 58 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.2 of the deed of settlement), and without limiting the rest of this Schedule, the only purposes of this statutory acknowledgement are:

(a) to require that consent authorities forward summaries of resource consent applications to Te Uri o Hau governance entity as required by regulations made under section 64 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.8 of the deed of settlement); and

(b) to require that consent authorities, Heritage New Zealand Pouhere Taonga or the Environment Court as the case may be, have regard to this statutory

acknowledgement in relation to the Pukekaroro scenic reserve, as provided in sections 60 to 62 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.4, 5.2.5, and 5.2.6 of the deed of settlement); and

(c) to enable Te Uri o Hau governance entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Pukekaroro scenic reserve as provided in section 65 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.11 of the deed of settlement); and

(d) to empower the Minister of Conservation to enter into a deed of recognition as provided in section 67 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.15 of the deed of settlement).

Limitations on effect of statutory acknowledgement

Except as expressly provided in sections 58, 60, 61, 62, and 65 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, and 5.2.11 of the deed of settlement):

(a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and

(b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give greater or lesser weight to Te Uri o Hau association with the Pukekaroro scenic reserve than that person or entity would give under the relevant statute, regulation, or bylaw, if no statutory acknowledgement existed in respect of the Pukekaroro scenic reserve.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Pukekaroro scenic reserve.

No limitation on the Crown

This statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Pukekaroro scenic reserve to a party or parties other than Te Uri o Hau or Te Uri o Hau governance entity.

Schedule 8: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Schedule 9
Statutory acknowledgement for Kaipara Harbour coastal area

s 59

Statutory area

The area to which this statutory acknowledgement applies (**statutory area**) is the area known as the Kaipara Harbour, as shown on SO Plan 70053.

Preamble

Under section 59 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.3 of the deed of settlement), the Crown acknowledges the statement by Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with the Kaipara Harbour as set out below.

Cultural, spiritual, historic, and traditional association of Te Uri o Hau with the statutory area

Te Uri o Hau has used the Kaipara Harbour for food and other resource gathering since long before 1840 and continue to do so today. Te Uri o Hau are kaitiaki (guardians) of the harbour and its resources.

There are many traditional land blocks surrounding the harbour that take their names from indigenous species that live within the Kaipara Harbour environs. There are natural features, which include sandbanks and reefs that have also been named after tupuna of Te Uri o Hau. Many whanau have also been given names that refer to these features. Indeed the very name given to the harbour, Kai meaning food and Para meaning king fern, is our acknowledgment of the sustenance obtained by our people in and around the harbour.

The Kaipara Harbour is a primary source of life and well being for Te Uri o Hau. The harbour has provided kaimoana (seafood) as well as communication routes. This is obvious in the placement of nga marae tuturu (the ancestral marae) of Te Uri o Hau at the headlands and on the foreshores of the harbour. Te Uri o Hau believe that water is the very life force of our people, a basic and core element providing for our own existence.

The harbour is a flowing together of the waters of many rivers as elaborated in the whaikorero (oral history) of our tupuna (ancestors) and honoured by each generation thereafter. The harbour has always been of the utmost importance to Te Uri o Hau.

Oruawharo River

The Oruawharo River was named after a rangatira, Ruawharo, who resided in the area around the river. The land adjoining the river, where the Te Uri o Hau marae "Rangimarie" is sited is also named Oruawharo.

Te Uri o Hau have long gathered kaimoana (seafood) from this river and continue to do so today, particularly from the oyster reserve located on the river.

It was on this river that the first settlement of Albertlanders from Manchester was established in the Kaipara area. This settlement not only provided Te Uri o Hau with a market for their goods, but also enabled Te Uri o Hau and the settlers to interact with each other and learn from each other.

As you travel from the mouth of the Oruawharo River, towards the east, you reach the Topuni River, meaning the Rainbow River. Sometimes a rainbow forms above the meeting point of the Oruawharo River and the Topuni River. This rainbow, which can be seen at night as well as in the daylight, is vertical rather than a bow. When this rainbow is present, Te Uri o Hau believe that war is inevitable.

The mauri (life force) of the Oruawharo River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with the Oruawharo River.

Wairoa River

The Wairoa River is one of the traditional communication links for all of Te Uri o Hau marae around the Kaipara Harbour. The awa (river) was used extensively throughout Te Uri o Hau history and last century prior to roads being established. Te Uri o Hau pa (fortified villages) sites, urupa (burial grounds) and Wahi Tapu (sacred areas) line the shores of the Wairoa River. The Waikaretu Marae was formerly located on the banks of the Wairoa River. It has now been relocated to higher ground.

The association of Te Uri o Hau with the Wairoa River has always been part of our history. Because it is the major transportation river of the northern Kaipara Harbour, many of Te Uri o Hau traditional histories involve the Wairoa. The numerous sand-banks and reefs along the length of the Wairoa River feature in many aspects of Te Uri o Hau history. Rongomai (Ariki of the Mahuhu ki te Rangi our ancestral waka) drowned on the west side of the Wairoa River; Mahanga (a Te Uri o Hau tupuna) and his people drowned at sandbanks now called "Te Wai a Mahanga" (the waters of Mahanga) and Te Hana (an important maiden in Te Uri o Hau history) rested on three sandbanks of the Wairoa during her swim to Okahukura. Te Uri o Hau kaumatua and kuia also speak of the taniwha (river guardians) whose presence may be observed at times.

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

The resources of the Wairoa River have sustained Te Uri o Hau for generations and still do today, although to a lesser degree. The kaimoana (seafood) of the Wairoa River is special to Te Uri o Hau and is considered a taonga (treasure). Te Uri o Hau historically guarded this taonga with extreme jealousy, threatening to kill anyone caught taking their resources without permission, especially if those caught did not belong to the tribe.

The mauri (life force) of the Wairoa River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is critical element of the spiritual relationship for Te Uri o Hau.

Otamatea River

The Otamatea is a tidal tributary of the Kaipara Harbour. The land block known as "Ranganui" meaning the great spur divides the eastern end of the Otamatea into the Wairau River flowing northeast and the Kaiwaka River flowing southeast.

Te Uri o Hau know the part of the Otamatea River that is in front of the Ranganui as the Ranganui River. This part of the Otamatea River was crucial to Te Uri o Hau transportation and communication routes when travelling around the inner parts of their rohe. Traditionally Te Uri o Hau would travel by waka, past Ranganui, onto the Kaiwaka Creek, and then on to Mangawhai to gather kaimoana. As you travel down the Ranganui River toward the northeast you arrive at the Wairau River, which takes you into the township of Maungaturoto. To the southeast, the Ranganui River flows into the Kaiwaka River, which flows into the Kaiwaka township.

Otamatea was named after Tamatea, a visitor from a distant region who traveled extensively throughout Aotearoa. When Tamatea came to the Ranganui River he found footprints along the banks of the tidal creek running from Kaiwaka into the Ranganui River, which indicated that the area was inhabited. In fact the area was inhabited by Te Uri o Hau of Ngati Whatua who claimed to have been in the area since before the great migration.

Tamatea did not see Te Uri o Hau as they surrounded him. But he soon realised that he was surrounded and had no way to escape but to swim the river. Tamatea decided to call his God, Raiera, to come and protect him. Raiera came to him in the shape of a rock by the bank. Tamatea climbed on the rock and it drifted into the middle of the river. Out of curiosity Te Uri o Hau stormed the foreshore and induced Tamatea to return ashore. Tamatea accepted their invitation and thereafter Tamatea was greatly welcomed.

Before returning to the eastern coast, Tamatea said "In recognition of your kindness and hospitality, I will leave my God, Raiera, in this river as a bridge for my descendants in days to come". It is called Te Toka Turangi (the Rock of Tamatea) and the river was thereafter called Otamatea. Raiera has been seen at low tide, where the Kaiwaka Creek meets the Ranganui River and then on to the Otamatea River. It was last seen washed ashore at half tide mark outside Aotearoa Marae when Arama Karaka Haututu the Second died in the late 19th or early 20th century.

Some years after Tamatea left, his son lived in the Kaipara area for many years, before returning to the eastern coast. His descendants reside at Otamatea and Oruawharo today.

The Otamatea River played an important part in the life of Te Uri o Hau as part of their traditional communication routes in ancient times and continues to be important today. The Otamatea River is of great spiritual importance to Te Uri o Hau as there

are many pa, Wahi Tapu (sacred areas) and urupa (burial sites) along both sides of the river. This river is also renowned for the many species of kaimoana that Te Uri o Hau used.

The mauri (life force) of the Otamatea River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with the Otamatea River.

Arapaoa River

The Arapaoa River received its name, which in translation means Smoky Pathway, when Te Uri o Hau burnt off the scrub around the river once the land around the river was recognised as having good soil for planting crops. Te Uri o Hau Kaumatua and Kuia have said that the smoke was so thick that you had to take every precaution when travelling up the river.

The Arapaoa River flows east into the Pahi River and Paparoa Creek moving in a northerly direction. Te Uri o Hau have a spiritual connection with the Arapaoa River, which is evident today by the many Wahi Tapu (sacred area) sites that can be seen along the river. The river was also one of the main kaimoana (seafood) gathering places, and many Nohoanga (temporary settlements) sites were established along both sides of the river.

Many of Te Uri o Hau wounded from the battle known as Te Ika Ranganui in 1825 died along the shores of the Arapaoa River.

The mauri of the Arapaoa River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is critical element of the spiritual relationship of Te Uri o Hau with the Arapaoa River.

Whakakei River

Whakakei means “to lift the harvest” or to “lift the nets”. The Whakakei was well known for the big snapper that could be caught there due to the shellfish and worms found only in this area. The shellfish were similar to the toheroa and the shells of these species are still found today on the land as well as in the tidal mud flats. Because of the tremendous resources of this river, Pakarahaki, a rangatira of Te Uri o Hau, reserved it as his own fishing ground.

Te Uri o Hau have spiritual connections to the Whakakei river as seen by the many Wahi Tapu (sacred areas) sites on both sides of the river. The many kaimoana (seafood) species that Te Uri o Hau would seasonally gather from the river are evident from the many middens within the traditional Nohoanga (temporary settlements) areas.

As you travel towards the interior of the Whakakei, you pass the land known as Tuhirangi. The land along the river was very fertile and was used by Te Uri o Hau for

many horticultural activities. Because of the fertility of the soil, Te Uri o Hau gifted some of this land to the Reverend William Gittos and his family as a show of friendship and so they would stay in the Kaipara area.

The mauri (life force) of the Whakakei River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment posses a life force and all forms of life are related. Mauri is the critical element of the spiritual relationship of Te Uri o Hau with the Whakakei River.

Purposes of statutory acknowledgement

Under section 58 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.2 of the deed of settlement), and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are:

(a) to require that consent authorities forward summaries of resource consent applications to Te Uri o Hau governance entity as required by regulations made under section 64 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.8 of the deed of settlement); and

(b) to require that consent authorities, Heritage New Zealand Pouhere Taonga or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Kaipara Harbour, as provided in sections 60 to 62 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.4, 5.2.5, and 5.2.6 of the deed of settlement); and

(c) to enable Te Uri o Hau governance entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Kaipara Harbour as provided in section 65 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.11 of the deed of settlement).

Limitations on effect of statutory acknowledgement

Except as expressly provided in sections 58, 60, 61, 62, and 65 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, and 5.2.11 of the deed of settlement):

(a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and

(b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give greater or lesser weight to the association of Te Uri o Hau with the Kaipara Harbour than that person or entity would give under the relevant statute, regulation, or bylaw, if no statutory acknowledgement existed in respect of the Kaipara harbour.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Kaipara Harbour.

No limitation on the Crown

This statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Kaipara Harbour to a party or parties other than Te Uri o Hau or Te Uri o Hau governance entity.

Schedule 9: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Schedule 10
Statutory acknowledgement for Mangawhai Harbour coastal area

s 75

Statutory area

The area to which this statutory acknowledgement applies (**statutory area**) is the area known as the Mangawhai Harbour, as shown on SO Plan 70054.

Preamble

Under section 59 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.3 of the deed of settlement), the Crown acknowledges the statement of Te Uri o Hau of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with the Mangawhai Harbour as set out below.

Cultural, spiritual, historic, and traditional association of Te Uri o Hau with the statutory area

Te Uri o Hau have an important spiritual relationship with Mangawhai Harbour due to the many Wahi Tapu (sacred areas) sites in the area. Traditionally, prior to the battle of Te Ika a Ranganui, Te Uri o Hau gathered kaimoana (seafood) from the harbour. We also gathered materials for making tools for tattooing and cutting hair, flax fibres for use in certain types of weaving, and coastal grass species for tukutuku panels (woven panels) from the harbour and surrounding area.

There are many Te Uri o Hau traditional Nohoanga (temporary settlements) within the Mangawhai area, where we would camp to enable us to gather what we required. We would then travel back to our kainga (villages) beside the Kaipara Harbour. The Mangawhai Harbour is on the eastern rim of Te Uri o Hau's rohe and played a role as a major resource kete (food basket).

In 1825 the battle known as Te Ika Ranganui began in this area. A great many Te Uri o Hau people died during this battle. As a result of this battle, Te Uri o Hau consider that the area from and including the Mangawhai Harbour to Kaiwaka and beyond is tapu (sacred).

The mauri (life force) of the Mangawhai Harbour represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is the critical element of the spiritual relationship of Te Uri o Hau with the Mangawhai Harbour.

Purposes of statutory acknowledgement

Under section 58 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.2 of the deed of settlement), and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are:

(a) to require that consent authorities forward summaries of resource consent applications to Te Uri o Hau governance entity as required by regulations made under section 64 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.8 of the deed of settlement); and

(b) to require that consent authorities, Heritage New Zealand Pouhere Taonga or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Mangawhai Harbour, as provided in sections 60 to 62 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.4, 5.2.5, and 5.2.6 of the deed of settlement); and

(c) to enable Te Uri o Hau governance entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Mangawhai Harbour as provided in section 65 of Te Uri o Hau Claims Settlement Act 2002 (clause 5.2.11 of the deed of settlement).

Limitations on effect of statutory acknowledgement

Except as expressly provided in sections 58, 60, 61, 62, and 65 of Te Uri o Hau Claims Settlement Act 2002 (clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, and 5.2.11 of the deed of settlement):

(a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and

(b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give greater or lesser weight to the association of Te Uri o Hau with the Mangawhai Harbour than that person or entity would give under the relevant statute, regulation, or bylaw, if no statutory acknowledgement existed in respect of the Mangawhai Harbour.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in Part 5 of Te Uri o Hau Claims Settlement Act 2002, this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Mangawhai Harbour.

No limitation on the Crown

This statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mangawhai Harbour to a party or parties other than Te Uri o Hau or Te Uri o Hau governance entity.

Schedule 10: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Schedule 11
Nohoanga sites

s 75

Waterway	Nohoanga site	Description	Special conditions
Lake Whakaneke	Lake Whakaneke	North Auckland Land District – Kaipara District 3 563 square metres, more or less, being Section 3 SO 70272. Part Certificate of Title 238/105.	(1) No domestic animal permitted (2) The Department of Conservation and Te Uri o Hau recognise the fragile dune environment of the Pouto Stewardship Area. The Department of Conservation will, after consultation with Te Uri o Hau governance entity, set conditions for vehicle access on an annual basis.
Kaipara Harbour	Te Taa Hinga	North Auckland Land District – Kaipara District 1.0000 hectares, more or less, being Section 4 SO 70272. Part New Zealand *Gazette* 1955, page 403.	
Lake Mokeno	Lake Mokeno	North Auckland Land District – Kaipara District 1.0520 hectares, more or less, being Section 2 SO 70272. Part Certificate of Title 238/105.	(1) No domestic animal permitted (2) The Department of Conservation and Te Uri o Hau recognise the fragile dune environment of the Pouto Stewardship Area. The Department of Conservation will, after consultation with Te Uri o Hau governance entity, set conditions for vehicle access on an annual basis.

Schedule 12
Form of Nohoanga entitlement

s 77(2)

This nohoanga entitlement is created and granted on [*date*]

Parties

(1) **Te Uri o Hau Settlement Trust** (Te Uri o Hau governance entity).

(2) **Her Majesty The Queen** in right of New Zealand acting by the Department of Conservation (**landholding agent**) and [the Minister of Conservation and the Minister of Maori Affairs] (**the Crown**).

Background

A On 13 December 2000, the Crown and Te Uri o Hau entered into a deed of settlement (the **deed of settlement**) recording the matters required to give effect to a settlement of all the historical claims of Te Uri o Hau.

B Under the provisions of the deed of settlement, Te Uri o Hau Claims Settlement Act 2002 provides for the granting as redress of Nohoanga entitlements on the terms set out in the deed of settlement.

The parties agree as follows:

1 Interpretation

1.1 Definitions from Act

Terms defined in the deed of settlement and Te Uri o Hau Claims Settlement Act 2002 will have the same meaning in this Nohoanga entitlement.

1.2 Other definitions

[*Insert other definitions as required by specific Nohoanga entitlements.*]

2 Entitlement land

The area which is the subject of this Nohoanga entitlement is [*insert description of site and/or attach plans/map*] (the **entitlement land**) being adjacent to [*insert name of lake/river*] (the **waterway**).

3 Creation of Nohoanga entitlement

The Crown hereby creates and grants in favour of Te Uri o Hau governance entity a Nohoanga entitlement to occupy temporarily and exclusively the entitlement land on a non-commercial basis for the purposes of permitting members of Te Uri o Hau to have access to the waterway for lawful fishing and lawful gathering of other natural resources in the vicinity, on the terms and conditions set out in this Nohoanga entitlement.

4 Terms of Nohoanga entitlement

4.1 Length of Nohoanga entitlement

The initial term of this Nohoanga entitlement shall be a period of 10 years from the settlement date.

4.2 Nohoanga entitlement must be renewed

Unless terminated under *clause 5*, this Nohoanga entitlement must be renewed at the expiry of its term at the option of Te Uri o Hau governance entity for further terms of 10 years each.

4.3 Nohoanga entitlement period

Te Uri o Hau governance entity may occupy the entitlement land to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the entitlement land) for up to 210 days in any calendar year (such days to exclude any day from 1 May to 15 August inclusive).

4.4 Temporary camping shelters

Te Uri o Hau governance entity may erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy the entitlement land under *clause 4.3* is being exercised, provided that Te Uri o Hau governance entity must—

(a) remove such camping shelters or temporary dwellings at any time when the right to temporarily occupy the entitlement land is not being exercised under *clause 4.3*; and

(b) leave the entitlement land in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence under *clause 4.3*, except for temporary effects normally associated with this type of occupation.

4.5 Activities on entitlement land

Notwithstanding *clause 4.4*, but subject to *clause 4.5(a)* to *4.5(d)* and *4.7*, Te Uri o Hau governance entity may, with the consent of the landholding agent, undertake such activities on the entitlement land as may be reasonably necessary to enable the entitlement land to be used for the purposes set out in *clause 4*, provided that—

(a) the giving of consent by the landholding agent under this clause shall be completely at his or her discretion and subject to such conditions, as he or she thinks fit; and

(b) where the entitlement land is land held under the Conservation Act 1987 or any Act, in the First Schedule to that Act, the landholding agent may, in considering whether to give consent under this clause, require an environmental impact report in relation to the proposed activities, and an audit of that report at Te Uri o Hau governance entity's expense, and

impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activity on the entitlement land, the surrounding land, or any wildlife; and

(c) when applying for any consent under this clause, Te Uri o Hau governance entity shall provide to the landholding agent details of the proposed activity, including but not limited to—

(i) the effect of the activity on the entitlement land and, where the entitlement land is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act, on the surrounding land and upon any wildlife; and

(ii) any proposed measures by Te Uri o Hau governance entity to avoid, remedy, or mitigate any adverse effects; and

(d) if the Crown has complied with its obligations under this Nohoanga entitlement, it shall not be obliged to compensate Te Uri o Hau governance entity for any activities undertaken by Te Uri o Hau governance entity under this clause, whether on termination of this Nohoanga entitlement or at any other time.

4.6 Continuing public access along waterway

The creation and granting by the Crown, and exercise by Te Uri o Hau governance entity, of this Nohoanga entitlement shall not impede public access along the waterway.

4.7 Compliance with law

Te Uri o Hau governance entity, and any activity carried on by Te Uri o Hau governance entity on the entitlement land, (including any work undertaken on the entitlement land under *clause 4.5*) is subject to all laws, bylaws, regulations, and land and water management practices relating to the entitlement land including the need, as required, to apply for resource consent under the Resource Management Act 1991.

4.8 Notification of activities

In carrying out land and water management and practices relating to the entitlement land, the landholding agent must have regard to the existence of this Nohoanga entitlement and will notify Te Uri o Hau governance entity of any activity which may affect Te Uri o Hau governance entity, and will avoid unreasonable disruption to Te Uri o Hau governance entity.

4.9 Nohoanga entitlement non-assignable

Te Uri o Hau governance entity's rights under this Nohoanga entitlement are not assignable.

4.10 Enforceability

4.10.1 During the term of this Nohoanga entitlement and while Te Uri o Hau governance entity is occupying the entitlement land under the terms of this Nohoanga

entitlement, it shall be enforceable by Te Uri o Hau governance entity against persons who are not parties to the deed of settlement as if it were the owner of the entitlement land.

4.10.2 The Crown is not obliged to enforce the rights of Te Uri o Hau governance entity under this Nohoanga entitlement against persons who are not parties to the deed of settlement on behalf of Te Uri o Hau governance entity.

4.11 Rights to alienate adjacent land

The existence and exercise of this Nohoanga entitlement will not restrict the Crown's right to alienate either the entitlement land or land adjacent to the entitlement land or land adjacent to the waterway next to which the entitlement land is situated.

4.12 Access ensured

If the Crown alienates, or changes the classification or status of land adjacent to the entitlement land, with the result that lawful access to the entitlement land no longer exists, the Crown will, subject to its obligations to comply with any statutory or regulatory requirements, ensure that Te Uri o Hau governance entity continues to have the same type of access to the entitlement land as existed prior to such alienation or change of classification or status, unless and until this Nohoanga entitlement is terminated under *clause 5*.

4.13 Suspension of Nohoanga entitlement

Subject to *clause 4.8*, this Nohoanga entitlement may be suspended at any time at the discretion of the landholding agent, after consulting with Te Uri o Hau governance entity and having particular regard to its views, if thought necessary for reasons of management in accordance with the purposes for which the entitlement land is held. Notwithstanding *clause 4.3*, if this Nohoanga entitlement is suspended, the rights under this Nohoanga entitlement may be exercised by Te Uri o Hau governance entity outside the entitlement period described in *clause 4.3* for a time equal to the period of suspension.

4.14 Service charges

Te Uri o Hau governance entity is liable to pay rates, charges, and fees payable under section 7 of the Rating Powers Act 1988 in respect of the entitlement land, in proportion to the period for which Te Uri o Hau governance entity is entitled to occupy the entitlement land under *clause 4.3*.

5 Termination

5.1 Breach of terms of Nohoanga entitlement

5.1.1 Subject to *clause 5.1.4*, if Te Uri o Hau governance entity defaults in performing any of its obligations under this Nohoanga entitlement, and such default is capable of remedy, the Crown may give written notice to Te Uri o Hau governance entity specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances).

5.1.2 Unless within 41 business days after the giving of notice under *clause 5.1.1* the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice, the Crown may immediately terminate this Nohoanga entitlement by notice in writing to Te Uri o Hau governance entity.

5.1.3 If the default is not one which is capable of remedy, the Crown may immediately terminate this Nohoanga entitlement by notice in writing to Te Uri o Hau governance entity.

5.1.4 On termination of this Nohoanga entitlement under *clauses 5.1.2* or *5.1.3*, Te Uri o Hau governance entity shall be entitled to apply to the Minister of Maori Affairs for a replacement Nohoanga entitlement meeting the criteria set out in *clause 5.4.3* of the deed of settlement after the expiry of 2 years from the date of termination of this Nohoanga entitlement.

5.1.5 *Clause 5.1.4* shall survive the termination of this Nohoanga entitlement.

5.2 Termination for other reasons

5.2.1 The Crown may terminate this Nohoanga entitlement by giving written notice to Te Uri o Hau governance entity if:

(a) the Crown alienates the entitlement land; or

(b) the entitlement land is destroyed or permanently detrimentally affected by any natural cause; or

(c) it is a condition of this Nohoanga entitlement set out in *clause 7* that the entitlement land is reserve land which may be required by the Crown for the specific purpose for which it was originally set apart as a reserve and it becomes so required, or it is unformed legal road which becomes formed; or

(d) subject to *clause 4.12*, if lawful access to the entitlement land no longer exists.

5.2.2 Te Uri o Hau governance entity and the Crown may terminate this Nohoanga entitlement by agreement in writing.

6 Other matters

6.1 Rights not affected

Under section 96 of Te Uri o Hau Claims Settlement Act 2002 except as expressly provided in this Nohoanga entitlement, the grant and exercise of this Nohoanga entitlement will not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

6.2 Limitation of rights

Under section 97 of Te Uri o Hau Claims Settlement Act 2002 except as expressly provided in this Nohoanga entitlement, the grant and exercise of this Nohoanga entitlement will not have the effect of granting, creating or provid-

ing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the entitlement land.

7 Special conditions

(*As set out in Schedule 5.13 of the deed of settlement for Nohoanga sites*)

[*insert appropriate attestations*]

Schedule 13
Statement by Te Uri o Hau of association with indigenous species

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The whaikorero (oral history) of our tupuna from of old and now honoured by each generation thereafter places the utmost importance on the role of Te Uri o Hau as kaitiakitanga (guardians) for all the life forms of the environment. Te Uri o Hau have always believed that the environment, including all indigenous species of fish, flora, and fauna alive, is inter-related through whakapapa and all is precious to Te Uri o Hau. All species are important and all play their particular role within the environment. The integration of all species in the environment is woven within the holistic pattern of life itself. Te Uri o Hau as a people are part and parcel of the environment itself.

Te Uri o Hau recognise that any negative effects on one species may cause ill effects for other species. Te Uri o Hau continue to maintain a kaitiaki (guardian) role to look after all species within our environment.

The mauri (life force) of all species is important to Te Uri o Hau, the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All species of the natural environment possess a life force and all forms of life are related.

Schedule 14
Place names

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Current name	New name	Topographical map 260 reference			
		Latitude	Longitude	Map	GR
Rocky Point	Whakapirau/ Rocky Point	36° 12.8′S	174° 17.8′ E	Q 08	271 535
Pukearenga	Pukeareinga	36° 07.4′ S	174° 23.5′ E	Q 08	359 634
Lake Mathews	Lake Karoro/ Mathews	36° 23.1′ S	174° 04.5′ E	P 09	070 349
Boar Hill	Puroa/Boar Hill	36° 05.7′ S	174° 26.2′ E	Q 08	400 665
Bald Rock	Pukepohatu/Bald Rock	36° 07.2′ S	174° 26.8′ E	Q 08	408 638
N/A	Pou Tu o Te Rangi	35° 57.6′ S	173° 52′ E	P 07	888 822
Tapu Bush	Whakapaingarara/ Tapu Bush	36° 18.9′ S	174° 04.5′ E	P 09	071 426
Waikere Creek	Waikeri Creek	36° 19′ S	174° 09.1′ E	Q 09	139 423
N/A	Manukapua Island	36° 23.1′ S	174° 14.6′ E	Q 09	221 346
N/A	Rangitane Pa	36° 17.7′ S	174° 04.7′ E	P 09	073 449
N/A	Mahipatua Pa	36° 18.4′ S	174° 06′ E	P 09	093 436
N/A	Lake Wairere	36° 16.6′ S	174° 00.9′ E	P 09	018 470
N/A	Lake Otapuiti	36° 21.7′ S	174° 04.4′ E	P 09	069 375
N/A	Rotopouri	36° 18.3′ S	174° 05.3′ E	P 09	083 438

Reprints notes

1 General

This is a reprint of the Te Uri o Hau Claims Settlement Act 2002 that incorporates all the amendments to that Act as at the date of the last amendment to it.

2 Legal status

Reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by any amendments to that enactment. Section 18 of the Legislation Act 2012 provides that this reprint, published in electronic form, has the status of an official version under section 17 of that Act. A printed version of the reprint produced directly from this official electronic version also has official status.

3 Editorial and format changes

Editorial and format changes to reprints are made using the powers under sections 24 to 26 of the Legislation Act 2012. See also http://www.pco.parliament.govt.nz/editorial-conventions/.

4 Amendments incorporated in this reprint

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

Trusts Act 2019 (2019 No 38): section 161

Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26): section 107

Holidays (Full Recognition of Waitangi Day and ANZAC Day) Amendment Act 2013 (2013 No 19): section 8

Treaty of Waitangi Amendment Act 2008 (2008 No 34): section 7

Protected Objects Amendment Act 2006 (2006 No 37): sections 5(1)(b), 35

Resource Management Amendment Act 2003 (2003 No 23): section 107

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