

Standard for Treaty settlement requirements for disposal of Crown-owned land

LINZS15001

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Terms and Definitions

For the purposes of this Standard, the following terms and conditions apply.

Term/abbreviation	Definition
ASP	Agreement for Sale and Purchase of Real Estate – the Auckland District Law Society Inc. and Real Estate Institute of New Zealand Inc. current edition
Authority and Instruction form	A form approved by the New Zealand Law Society and Registrar-General of Land for electronic transactions to meet the requirements of s 30 of the Land Transfer Act 2017
benchmark terms	The terms and conditions of the last offer made to, or made by, a post-settlement governance entity under a right of first refusal
claim area	As defined in the relevant Treaty settlement deed or legislation
claimant group	Representation by mandated representatives of the recognised Māori claimant group to negotiate claims for historical grievances against the Crown
Crown body	As defined in the relevant Treaty settlement deed or legislation
deed of settlement	The final agreement between the Crown and the claimant group that sets out the redress the Crown will give the claimant group to settle their claims
governance entity	The legal entity that will be used to hold and manage settlement assets and exercise the forms of redress provided for in a Treaty settlement. Contact details of governance entities are found at https://www.tkm.govt.nz
Land Act	Land Act 1948
landbanking	A process to protect surplus Crown-owned, or formerly Crown-owned, lands for future use in the settlement of Treaty claims
local authority	As defined in s 2 of the Public Works Act 1981
Māori Protection Mechanism process	The process, administered by Te Arawhiti, through which surplus Crown-owned lands can be retained in landbanks until claims for which the land may be used in settlement have been completed (see “landbanking”). This process is set out in the “Protection of Māori Interests in Surplus Crown-Owned Land:

Term/abbreviation	Definition
	Information for Crown Agencies ” resource published by the Office of Treaty Settlements. ¹
PWA	Public Works Act 1981
record of title	As defined in s 5 of the Land Transfer Act 2017 and created by the Registrar-General of Land under s 12 of that Act ; formerly known as a computer register
RFR	Right of first refusal – in Treaty settlements this is the right of a governance entity to receive the first offer to purchase land, before it is disposed of on the open market
RFR memorial	A memorial on a record of title that states a post-settlement governance entity has a right of first refusal under a Treaty settlement
RGL	Registrar-General of Land
s 116 Land Act certificate	A certificate to request the issue of a record of title for the alienation of Crown land, as provided for in s 116 of the Land Act 1948
Sites of Significance process	A process, administered by TPK, separate from the Treaty settlement and Māori Protection Mechanism processes, which aims to protect wāhi tapu and other sites of historical, spiritual, and cultural significance to Māori on surplus Crown-owned land. This process is set out in the “Protection of Māori Interests in Surplus Crown-Owned Land: Information for Crown Agencies” resource published by the Office of Treaty Settlements. ²
Te Arawhiti	Te Arawhiti: The Office for Māori Crown Relations
Te Awa Tupua	The legal person created by s 14 of Te Awa Tupua (Whanganui River Claims Settlement) Act 2017
Te Pou Tupua	As defined in s 18 of Te Awa Tupua (Whanganui River Claims Settlement) Act 2017
Toitū Te Whenua	Toitū Te Whenua Land Information New Zealand

¹ Office of Treaty Settlements. 2006. Protection of Māori Interests in Surplus Crown-Owned Land: Information for Crown Agencies. OTS: Wellington.

² Office of Treaty Settlements. 2006. Protection of Māori Interests in Surplus Crown-Owned Land: Information for Crown Agencies. OTS: Wellington.

Term/abbreviation	Definition
TPK	Te Puni Kōkiri Ministry of Māori Development
Treaty	Te Tiriti o Waitangi/Treaty of Waitangi
Treaty settlement	An agreement between the Crown and a Māori claimant group to settle all of that claimant group's historical claims against the Crown. The key documents that form the agreement are Treaty settlement legislation, the deed of settlement, and protocols
Treaty Settlements Landbank	A portfolio of properties, administered by Toitū Te Whenua, that are landbanked for future use in the settlement of Treaty claims
vendor/landholding agency	A Crown agency who holds or is disposing of land under the Public Works Act 1981 or the Land Act 1948 . This includes a Crown property accredited supplier contracted to dispose of the land

Foreword

Introduction

A Treaty settlement is an agreement between the Crown and a Māori claimant group to settle all of that claimant group's historical claims against the Crown. Historical claims usually relate to actions or omissions by the Crown in relation to the claimant group during the 19th and early 20th centuries but may also include actions or omissions up to 21 September 1992.

The Crown's obligations arising from Treaty settlements are contained in legislation, deeds of settlement, protocols, and government policy. These obligations include the requirements a vendor agency must meet prior to disposing of land.

Where a vendor agency proposes to dispose of land not subject to a Treaty settlement, Government policy requires that the protection of Māori interests is considered before the disposal can occur.

Toitū Te Whenua has a regulatory role in ensuring these obligations are met before exercising statutory decision powers relating to Crown-owned land and approving the disposal of any Crown-owned land.

Purpose of standard

The purpose of this Standard is to ensure that the Crown's Treaty obligations are considered and met when the Crown holds and disposes of land.

Superseded documents

This Standard supersedes the previous version of this standard, listed below:

Land Information New Zealand, Crown Property Management Regulatory. *2019. Interim standard for Treaty Settlement requirements for disposal of Crown-owned land – LINZS15001*. LINZ: 2019.

References

The following documents are necessary for the application of this Standard.

Reference Documents:

[Ahuriri Hapū Claims Settlement Act 2021](#) and [Deed of Settlement](#)

[Central North Island Forests Land Collective Settlement Act](#), [Deed of Settlement](#) and [Deed Granting a Right of First Refusal](#)

[Heretaunga Tamatea Claims Settlement Act 2018](#) and [Deed of Settlement](#)

[Hineuru Claims Settlement Act 2016](#) and [Deed of Settlement](#)

[Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018](#) and [Deed of Settlement](#)

[Land Act 1948](#)

[Maniapoto Claims Settlement Act 2022](#) and [Deed of Settlement](#)

[Maraeroa A and B Blocks Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Maungaharuru-Tangitū Hapū Claims Settlement Act 2014](#) and [Deed of Settlement](#)

[Moriōri Claims Settlement Act 2021](#) and [Deed of Settlement](#)

[Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014](#) and [Deed of Settlement](#)

[Ngāa Rauru Kīitahi Claims Settlement Act 2005](#) and [Deed of Settlement](#)

[Ngāi Tahu Claims Settlement Act 1998](#) and [Deed of Settlement](#)

[Ngāi Tai ki Tāmaki Claims Settlement Act 2018](#) and [Deed of Settlement](#)

[Ngai Tāmanuhiri Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Ngāi Takato Claims Settlement Act 2015](#) and [Deed of Settlement](#)

[Ngāruahine Claims Settlement Act 2016](#) and [Deed of Settlement](#)

[Ngāti Apa \(North Island\) Claims Settlement Act 2010](#) and [Deed of Settlement](#)

[Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Act 2014](#) and [Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Deeds of Settlement](#)

[Ngāti Awa Claims Settlement Act 2005](#) and [Deed of Settlement](#)

[Ngāti Hauā Claims Settlement Act 2014](#) and [Deed of Settlement](#)

Reference Documents:

[Ngāti Hinerangi Claims Settlement Act 2021](#) and [Deed of Settlement](#)

[Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua Claims Settlement Act 2022](#) and [Deed of Settlement](#)

[Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Claims Settlement Act 2014](#) and [Ngāti Koata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Deeds of Settlement](#)

[Ngāti Koroki Kahukura Claims Settlement Act 2014](#) and [Deed of Settlement](#)

[Ngāti Kuri Claims Settlement Act 2015](#) and [Deed of Settlement](#)

[Ngāti Mākino Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Ngāti Manawa Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Ngāti Manuhiri Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Ngāti Maru \(Taranaki\) Claims Settlement Act 2022](#) and [Deed of Settlement](#)

[Ngāti Mutunga Claims Settlement Act 2006](#) and [Deed of Settlement](#)

[Ngāti Pāhauwera Treaty Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Ngāti Porou Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Ngāti Pūkenga Claims Settlement Act 2017](#) and [Deed of Settlement](#)

[Ngāti Rangī Claims Settlement Act 2019](#) and [Deed of Settlement](#)

[Ngāti Rangiteaorere Claims Settlement Act 2014](#) and [Deed of Settlement](#)

[Ngāti Rangitīhi Claims Settlement Act 2022](#) and [Deed of Settlement](#)

[Ngāti Rangiwewehi Claims Settlement Act 2014](#) and [Deed of Settlement](#)

[Ngāti Ruanui Claims Settlement Act 2003](#) and [Deed of Settlement](#)

[Ngāti Tama Claims Settlement Act 2003](#) and [Deed of Settlement](#)

[Ngāti Tamaoho Claims Settlement Act 2018](#) and [Deed of Settlement](#)

[Ngāti Toa Rangātira Claims Settlement Act 2014](#) and [Deed of Settlement](#)

[Ngāti Turangitukua Claims Settlement Act 1999](#) and [Deed of Settlement](#)

[Ngāti Tūwharetoa Claims Settlement Act 2018](#) and [Deed of Settlement](#)

Reference Documents:

[Ngāti Whakaue Gifted Lands Policy³](#)

[Ngāti Whare Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Ngāti Whātua o Kaipara Claims Settlement Act 2013](#) and [Deed of Settlement](#)

[Ngāti Whātua Ōrākei Claims Settlement Act 2012](#) and [Deed of Settlement](#)

Office of Treaty Settlements. 2006. *Protection of Māori Interests in Surplus Crown-Owned Land: Information for Crown Agencies*. OTS: Wellington.

[Port Nicholson Block \(Taranaki Whānui ki Te Upoko o Te Ika\) Claims Settlement Act 2009](#) and [Deed of Settlement](#)

[Public Works Act 1981](#)

[Rangitāne o Manawatu Claims Settlement Act 2016](#) and [Deed of Settlement](#)

[Rangitāne Tū Mai Rā \(Wairarapa Tāmaki nui-ā-Rua\) Claims Settlement Act 2017](#) and [Deed of Settlement](#)

[Raukawa Claims Settlement Act 2014](#) and [Deed of Settlement](#)

[Rongowhakaata Claims Settlement Act 2012](#) and [Deed of Settlement](#)

[Tapuika Claims Settlement Act 2014](#) and [Deed of Settlement](#)

[Taranaki Iwi Claims Settlement Act 2016](#) and [Deed of Settlement](#)

[Te Atiawa Claims Settlement Act 2016](#) and [Deed of Settlement](#)

[Te Aupouri Claims Settlement Act 2015](#) and [Deed of Settlement](#)

[Te Awa Tupua \(Whanganui River Claims Settlement\) Act 2017](#) and [Deed of Settlement](#)

[Te Kawerau ā Maki Claims Settlement Act 2015](#) and [Deed of Settlement](#)

[Te Rarawa Claims Settlement Act 2015](#) and [Deed of Settlement](#)

[Te Rohe o Rongokako Joint Redress Act 2022](#) and [Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua](#), and [Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua](#) Deeds of Settlement

[Te Roroa Claims Settlement Act 2008](#) and [Deed of Settlement](#)

[Te Ture Whenua Maori Act 1993](#)

³ Refer to Section 6.7 of [LINZS15000: Standard for disposal of land held for a public work](#) for further information on the Ngāti Whakaue Gifted Lands Policy.

Reference Documents:

[Te Uri o Hau Claims Settlement Act 2002](#) and [Deed of Settlement](#)

Toitū Te Whenua Land Information New Zealand, Crown Estate Regulation. 2023.
LINZS15000: Standard for disposal of land held for a public work. LINZ: Wellington.

[Tūhoe Claims Settlement Act 2014](#) and [Deed of Settlement](#)

[Waikato Raupatu Claims Settlement Act 1995](#) and [Deed of Settlement](#)

[Waitaha Claims Settlement Act 2013](#) and [Deed of Settlement](#)

Supporting Resources:

The resources below provide further information about Treaty settlements, Crown property disposals and rights of first refusal.

Resources:

[Te Arawhiti Te Kāhui Whakatau \(Treaty Settlements\) Quarterly Reports](#)

[Te Arawhiti Te Haeata Settlement Portal](#)

[Toitū Te Whenua Crown property standards and guidelines](#)

[Toitū Te Whenua information on Crown property disposals](#)

[Toitū Te Whenua information on our role in Treaty Settlements](#)

[Toitū Te Whenua information on the Right of First Refusal process](#)

[Toitū Te Whenua information on the Treaty Settlements Landbank and the Māori Protection Mechanism](#)

[Toitū Te Whenua Right of First Refusal guides](#)

1 Scope

- a) This Standard sets out:
 - (i) the evidence Toitū Te Whenua requires when receiving documents for execution to dispose of land held under the [Land Act](#) or the [PWA](#), to meet the Crown's Treaty settlement obligations,
 - (ii) the notifications and documentation Toitū Te Whenua requires when receiving RFR certificates for execution to record or remove RFR memorials,
 - (iii) general evidence requirements that apply for all Treaty settlements, and
 - (iv) additional evidence requirements for certain Treaty settlements.
- b) This Standard does not:
 - (i) set out how to comply with specific Treaty settlement obligations,
 - (ii) identify Treaty claim areas, or
 - (iii) set out the registration requirements of the RGL following execution of a certificate to record or remove a RFR memorial on a record of title.

2 Intended use of Standard

- a) This Standard must be used by landholding agencies when:
 - (i) considering and implementing the disposal of land under the [Land Act](#) and the [PWA](#), or
 - (ii) requesting Toitū Te Whenua to execute a certificate to record or remove a RFR memorial on a record of title.
- b) This Standard must be read in conjunction with the relevant Treaty settlement documents.

3 Transfer to a local authority for a public work

3.1 General

When a vendor agency proposes to transfer land to a local authority for another public work and is seeking the approval of Toitū Te Whenua, it must provide evidence that:

- a) the requirements of [LINZS15000: Standard for disposal of land held for a public work](#) have been met, and
- b) the interests set out in 3.2 to 3.3 below have been considered, and the requirements of those sections have been met.

3.2 Land subject to a Treaty settlement⁴

3.2.1 Application to all Treaty Claim Settlement Acts

When land subject to a RFR is proposed to be transferred to a local authority, if required by the relevant deed of settlement, the vendor agency must provide evidence that the local authority has entered into a deed in favour of the particular governance entity. Additional requirements for certain iwi are set out below in 3.2.2, 3.2.3, and 3.2.4.

3.2.2 Ngāi Tahu and Waikato Raupatu Claims Settlement Acts

When land proposed to be transferred to a local authority is subject to a RFR under the [Ngāi Tahu](#) or [Waikato Raupatu](#) Treaty Settlement Acts, the vendor agency must provide:

- a) evidence of consultation with the governance entity,
- b) the governance entity's written views on the proposed transfer,
- c) advice on whether any protections are necessary, in accordance with the guidance below.

3.2.3 Ngāti Tūrangitukua Claims Settlement Act 1999

When land proposed to be transferred to a local authority is subject to the [Ngāti Tūrangitukua Claims Settlement Act 1999](#), the vendor agency must provide evidence that

⁴ See Table 1 for evidence required for specific Treaty settlements when transferring land to a local authority under [s 50 of the PWA](#).

the land was offered to Ngāti Tūrangitukua, as required by the deed of settlement, and declined.

3.2.4 Ngāti Whakaue gifted lands policy

When land proposed to be transferred to a local authority is subject to the Ngāti Whakaue gifted lands policy, the vendor agency must comply with the requirements of section 7.7.1 of [LINZS15000: Standard for disposal of land held for a public work](#).

COMMENTARY

In most settlements since the [Port Nicholson Block \(Taranaki Whānui ki Te Upoko O Te Ika\) Claims Settlement Act 2009](#), when land subject to a RFR is disposed of to a local authority, the local authority becomes the RFR landowner and is subject to the obligations of a RFR under the settlement legislation.

3.3 Land not subject to a Treaty settlement

3.3.1 Subsequent sale of land

- a) When the land is not subject to a Treaty settlement, the vendor agency must provide to Toitū Te Whenua the ASP for execution for any sale on the open market, and a copy of written advice from Te Arawhiti that the:
 - (i) land is not required for landbanking under the Māori Protection Mechanism process, and
 - (ii) the Sites of Significance process has been followed and any protections required have been put in place before disposal.
- b) Immediately following consideration of the above requirements and execution of the ASP the vendor agency must inform Te Arawhiti of the decision made by Toitū Te Whenua with regard to the land and any protections put in place.

3.3.2 Land acquired after Treaty settlement

Where land was acquired after the settlement date for a Treaty settlement in the area, but other Treaty claims in the area have yet to be settled, the vendor agency must contact Te Arawhiti at protectionmechanism@tearawhiti.govt.nz to determine whether the Māori Protection Mechanism process still applies to the land.

3.3.3 Treaty Settlements Landbank land not required for Treaty settlement

Where land held in the Treaty Settlements Landbank has not transferred to a governance entity for redress purposes and all Treaty claims against the Crown in the area have been settled, the vendor agency^s must, with any subsequent disposal, provide evidence from Te Arawhiti that the land has been released from the Treaty Settlements Landbank.

Guidance on protection of Māori interests – transfer of land to local authority

Background	In 2000, Cabinet agreed that Māori interests are a relevant consideration where the Crown contemplates transfers under s 50 of the PWA , and issued guidelines for dealing with these interests.
Where land is subject to Ngāi Tahu and Waikato Raupatu Treaty settlements	<ol style="list-style-type: none">a) If land proposed to be transferred to a local authority under s 50 of the PWA is subject to the Ngāi Tahu or Waikato Raupatu Claims Settlement Acts, the vendor agency consults with the governance entity and seeks its views as to the transfer. The governance entity may provide advice on any conditions it considers appropriate to the transfer it has an interest in the land, orb) The vendor agency should ensure that any specific requirements in the Treaty settlement are identified and complied with at the required time, including when the transfer is submitted to Toitū Te Whenua for approval.
Where land is subject to other Treaty settlements	The vendor agency must ensure the requirements of the Treaty settlement documents are complied with.
Where land is not subject to a Treaty settlement	If land proposed to be transferred to a local authority under s 50 of the PWA is not subject to a Treaty settlement, the vendor agency must complete the Māori Protection Mechanism and Sites of Significance processes.
Report to Toitū Te Whenua	<ol style="list-style-type: none">a) Vendor agencies are required to prepare a report on the proposed transfer for Toitū Te Whenua to consider when making a decision to either approve or decline the transfer. The report will include the advice provided by Te Arawhiti, and the claimant group (if relevant), on the type of protection required, if any.b) If an approval by Toitū Te Whenua to the transfer is subject to some form of protection of Māori interests, the vendor agency will need to take the steps necessary to put that protection in place, usually before the transfer takes place.c) Immediately following the consideration and execution of the ASP the vendor agency must inform Te Arawhiti of the decision made by Toitū Te Whenua with regard to the land and the protection put in place.

No need to consult twice

- a) Where land that is proposed to be transferred to a local authority under [s 50 of the PWA](#) has already been declared surplus and comment has been sought and received from Te Arawhiti, there is no need to consult further or advertise the disposal of the property again.
- b) The outcome of the previous consideration of Māori interests should be provided to Toitū Te Whenua with the report required by [LINZS15000: Standard for disposal of land held for a public work: Transfer to local authority under s 50 of PWA](#).

Options for protection of Māori interests

- a) In the event that Toitū Te Whenua considers Māori interests require protection in some way, Toitū Te Whenua may seek further input from relevant government officials. In exceptional cases, Toitū Te Whenua may consult appropriate Ministers before considering the significance of any Māori interest in the site and, if applicable, an appropriate form of protection.
 - b) Protections may include:
 - i local authority and Māori groups reaching agreement, or
 - ii transferring the land subject to an encumbrance, such as the Crown providing a first option to purchase the property if it becomes surplus to the local authority and after the local authority has discharged any statutory obligations.
-

4 Treaty settlement compliance before disposal

Before disposing of land on the open market, the vendor agency must:

- a) for land subject to a Treaty settlement, comply with any RFR requirements in the relevant Treaty settlement documents⁶, and
- b) alternatively or additionally as may be required, comply with any relevant government policy, including the Māori Protection Mechanism.

5 Right of First Refusal (RFR)

5.1 Recording rights of first refusal

5.1.1 Recording a memorial on existing records of title

If land held in a record of title is subject to a RFR but the RFR memorial has not been recorded on the record of title as required by the relevant Treaty settlement the landholding agency must:

- a) notify Toitū Te Whenua, and
- b) provide the completed certificate in Appendix A to record a RFR memorial against the record of title to the land.

5.1.2 Recording a memorial on new records of title

- a) When approval is sought to create a new record of title the landholding agency must identify whether a RFR memorial is required to be recorded on the title. Toitū Te Whenua will raise the new record of title under legislation such as [s 47 of the PWA](#).
- b) If a landholding agency submits to Toitū Te Whenua an Order for New Record of Title (OCTN)⁷ it must detail in the report:
 - (i) whether the land is in a defined RFR Area or on a RFR list,
 - (ii) why the land is or is not relevant RFR land under the terms of the Treaty settlement, and

⁶ The relevant Treaty settlement documents are available at <https://www.govt.nz/browse/history-culture-and-heritage/treaty-settlements/>, and/or www.legislation.govt.nz.

⁷ Usually under [s 47 of the PWA](#) or [s 32 of the New Zealand Railways Corporation Act 1981](#) for certain rail properties.

- (iii) whether a RFR memorial is required to be recorded on the record of title.
- c) Where a landholding agency identifies that a RFR memorial is required to be recorded on a record of title it must provide a completed RFR certificate using the template set out in Appendix A, when the OCTN is submitted to Toitū Te Whenua.
- d) The landholding agency must submit the signed RFR certificate at the time the OCTN is lodged for registration with the RGL to create the new record of title and immediately record the RFR memorial.
- e) Toitū Te Whenua must provide a copy of the signed RFR memorial certificate to the relevant governance entity for its information.
- f) For records of title created under other legislation (such as the [Reserves Act 1977](#)) the landholding agency must submit a RFR certificate to Toitū Te Whenua as soon as possible after the record of title is created.

COMMENTARY

In most Treaty settlements, where relevant, a RFR memorial has been recorded on the record of title. However, not all land that is subject to a RFR is held in a record of title, therefore landholding agencies are required to notify Toitū Te Whenua when a record of title has been raised for land subject to a RFR so that Toitū Te Whenua can request the RGL to record a RFR memorial on the title.

There is a risk that RFR memorials will not be recorded, and that any RFR obligations will not be addressed during the disposal or long-term leasing of RFR land. The obligation to register a RFR memorial arises whenever a new record of title is created, regardless of whether the property is being disposed of.

A title reference is not required on any RFR certificate submitted to Toitū Te Whenua for execution. It is sufficient to refer to the legal description of the subject RFR land in the Schedule of the RFR certificate.

5.2 Correspondence with governance entity

When corresponding with a governance entity, the vendor agency must:

- a) address all correspondence to the appropriate person or group within the governance entity, and
- b) keep a copy of that correspondence and any response.

5.3 Exceptions to the right of first refusal

5.3.1 Evidence required

When a vendor agency intends to dispose of land subject to a Treaty settlement and believes there is an exception to a RFR, it must provide the following to Toitū Te Whenua with the ASP for execution:

- a) evidence that the land is subject to a Treaty settlement,
- b) evidence that the land is exempt from an RFR, in accordance with Appendix B,
- c) evidence of the notification provided in 5.3.2 below and any subsequent response from the governance entity,
- d) evidence that all other relevant requirements of the Treaty settlement documents have been complied with.

5.3.2 Notification to governance entity

5.3.2.1 Notice of exception required

When a vendor agency intends to dispose of land subject to a Treaty settlement and believes there is an exception to a RFR, the governance entity must be notified of that disposal, in accordance with the relevant Treaty settlement Act and/or Deed of Settlement.

5.3.2.2 Content of notice

The vendor agency must ensure that the notice to the governance entity includes:

- a) the street address of the land, or a location diagram or locality plan,
- b) a legal description of the land, including the record of title if applicable,
- c) the name of the new or proposed owner of the land,
- d) the reason for the exception and the authority for that exception in the Treaty settlement documents, and

- e) any other information required by the relevant Treaty settlement Act and/or Deed of Settlement.

COMMENTARY

The Notice of exception may be signed by an accredited supplier who is acting on behalf of the vendor agency. The Notice should state the name of the person signing the notice, their position title and role in the disposal, and the name of the vendor agency.

5.4 Making an offer

5.4.1 Information to be provided to Toitū Te Whenua

Where a RFR offer must be executed by Toitū Te Whenua under the [PWA](#), or the [Land Act](#), the vendor agency must provide Toitū Te Whenua with:

- a) A notice to the governance entity, in the form of an offer using an ASP, amended as required,
- b) A covering report containing details of the land and the offer,
- c) A copy of a valuation of the land prepared by a registered valuer, and
- d) Evidence that the land is subject to an RFR.

5.4.2 Cover letter for offer to governance entity

A RFR offer must be accompanied by a covering letter that advises the governance entity of the offer, including:

- a) how long the offer remains open from the date the governance entity receives the offer, including its expiry date, as stipulated in the Treaty settlement documents,
- b) details about the RFR land being offered, such as the:
 - (i) legal description of the land, and
 - (ii) street address.
- c) details about the RFR landowner, such as the:
 - (i) name of the RFR landowner;
 - (ii) RFR landowner's street and postal address, and
 - (iii) fax number or email address of the RFR landowner.

- d) how improvements will be dealt with, if relevant, and
- e) advice that if the post-settlement governance entity wishes to accept the offer, it must sign and return the ASP.

COMMENTARY

Section 5.4.2 sets out the minimum requirements that must be included in the cover letter for a RFR offer to a governance entity, as stipulated in the Treaty settlement documents.

Additional information beyond these requirements may be included by the vendor agency in the cover letter to the governance entity as best practice. For example, land acquisition history, former land use, previous Māori ownership and connection with the land, and other information held by the vendor agency could be included in the cover letter. This can assist a governance entity in making an informed response to a RFR offer and protect Māori interests in the land.

5.4.3 Governance entity requests an extension to offer

- a) If a governance entity requests an extension to the offer period (as stipulated in the relevant Treaty settlement documents), the vendor agency must refer this as soon as possible to Toitū Te Whenua to determine if an extension will be granted.
- b) The vendor agency must provide to Toitū Te Whenua a copy of all correspondence with the governance entity relating to the offer and request for an extension.

COMMENTARY

The right of first refusal provisions set out in the various Treaty Settlement Acts and Deed of Settlement documents are silent regarding extensions to the RFR offer period.

For RFR offers that must be executed by Toitū Te Whenua under the [PWA](#), the decision to grant an extension to the offer period is the prerogative of the Chief Executive of Toitū Te Whenua. For RFR offers that must be executed by Toitū Te Whenua under the [Land Act](#), the decision to grant an extension to the offer period is the prerogative of the Commissioner of Crown Lands, which is delegated to Toitū Te Whenua staff.

5.4.4 Counter-offer

- a) If a governance entity makes a counter-offer within the offer period, the counter-offer must be referred to Toitū Te Whenua to determine if the counter-offer will be accepted.
- b) The vendor agency must provide to Toitū Te Whenua a copy of all correspondence with the governance entity relating to the counter-offer.

5.4.5 Governance entity accepts an offer

If a governance entity accepts a RFR offer, a contract is formed on terms of the offer and the vendor agency must provide to Toitū Te Whenua:

- a) the authority and instruction form or a s 116 certificate under the [Land Act](#) for the transfer instrument, where applicable,
- b) a certificate under Appendix C for the removal of a RFR memorial, where required, for execution, and
- c) evidence of any nomination, where sought if the Treaty settlement allows the governance entity to nominate another party as owner of the land on transfer.

5.5 Governance entity does not accept an offer

5.5.1 General

If a governance entity does not accept a RFR offer within the offer period, including any counter-offers made in writing and subsequent good faith negotiations, any subsequent disposal must meet the requirements set out in:

- a) [LINZS15000: Standard for disposal of land held for a public work](#), and
- b) Section 5.8 of this Standard.

5.5.2 Notification to prospective purchasers

- a) Except where land is subject to the [Ngāi Tahu Claims Settlement Act 1998](#), the vendor agency must advise all prospective purchasers that:
 - (i) the sale is subject to the conditions of the relevant Treaty settlement, and
 - (ii) if the vendor agency wishes to dispose of the land on terms more favourable to a purchaser than those offered to the governance entity, the vendor agency must first re-offer the land to the governance entity at those more favourable terms before it can enter into an agreement with the purchaser.
- b) Where the land is subject to the [Ngāi Tahu](#) Treaty settlement, the vendor agency must comply with the requirements of Appendix D regarding the terms of disposal.

5.5.3 Execution of agreement for sale and purchase

The vendor agency must provide the following to Toitū Te Whenua with the ASP:

- a) evidence that a RFR offer was not accepted by the governance entity, and
- b) evidence that the subsequent disposal is not on more favourable terms and conditions than:

- (i) those offered to the governance entity, and
- (ii) the last of any subsequent written offers made by the governance entity during the period the RFR offer was open.

5.6 Transfer of the land

Where required by a Treaty settlement, the vendor agency must provide the following, along with an authority and instruction form for the transfer instrument or a s 116 certificate under the [Land Act](#):

- a) a copy of the notice given to the governance entity that an agreement to dispose of the land has been entered into, which includes disclosure of the terms of that agreement,
- b) a copy of any response from the governance entity to that notice,
- c) a certificate under Appendix C for the removal of a RFR memorial, where required, for execution,
- d) copies of the certificate and registered dealing are to be provided to the representative entity, and
- e) confirmation that the information has been provided to the representative entity is to be given to Toitū Te Whenua by email.

COMMENTARY

Any notice to a governance entity under this section (Section 5) of this Standard, may be signed by an accredited supplier who is acting on behalf of the vendor agency. The Notice should state the name of the person signing the notice, their position title and role in the disposal, and the name of the vendor agency.

5.7 New offer to governance entity

A new RFR offer must be made to the governance entity if:

- a) A proposed sale is on terms and conditions that are more favourable to the purchaser than those previously offered to the governance entity, or
- b) The vendor agency has not been able to sell the land within the period specified in the Treaty settlement documents and still wishes to dispose of the land.

COMMENTARY

If the vendor agency is disposing of land to a prospective purchaser, and there are doubts if the terms offered to the purchaser are more favourable than those offered to the governance entity, it is best practice to seek the views of the governance entity as soon as possible.

5.8 Additional requirements for right of first refusal offers

Additional requirements that must be followed for a RFR offer for land subject to Treaty settlements are specified in the Appendices to this standard.

Treaty settlement	Refer to	Page
Ngāi Tahu	Appendix D	42
Ngāti Tūrangitukua	Appendix E	44
Te Uri o Hau	Appendix F	45
Te Tau Ihu	Appendix G	46

6 Requirements for land management in the Whanganui River settlement

On the commencement date of [Te Awa Tupua \(Whanganui River Claims Settlement\) Act 2017](#) the fee simple estate in the Crown-owned parts of the bed of the Whanganui River vested in a new legal entity, Te Awa Tupua.

6.1 Acquisition of riverbed for a public work

Where an acquiring agency seeks to acquire an interest in any part of the riverbed vested in Te Awa Tupua for a public work, it must:

- a) only seek to acquire a less than fee simple interest in the land; and
- b) provide evidence with any acquisition report submitted to Toitū Te Whenua that it has complied with [s 43 of Te Awa Tupua \(Whanganui River Claims Settlement\) Act 2017](#).

6.2 Disposal of land under the Public Works Act 1981

6.2.1 Notice that river bed no longer required for a public work

Where land held by the Crown is no longer required for a public work and includes part of the bed of the Whanganui River, a vendor agency must:

- a) provide a written notice for execution by Toitū Te Whenua to Te Pou Tupua with the report submitted to Toitū Te Whenua under clause 4.1.1 of [LINZS15000: Standard for disposal of land held for a public work](#).
- b) ensure that the notice identifies the part of the bed held for a public work, and states that it is no longer required for a public work.
- c) provide the executed notice to Te Pou Tupua as soon as possible.

6.2.2 Vesting of bed in Te Awa Tupua

If an offer back of part of the bed is either not required under the PWA, or an offer has been declined or lapsed, the vendor agency must:

- a) submit a notice to Toitū Te Whenua for execution advising that that land has been vested in Te Awa Tupua;
- b) provide the executed notice to Te Pou Tupua as soon as possible; and

- c) comply with [s 55 of Te Awa Tupua \(Whanganui River Claims Settlement\) Act 2017](#) as necessary, to effect any vesting of the bed.

Appendix A: Template Certificate for recording Right of First Refusal Memorial

**CERTIFICATE UNDER SECTION [] OF THE
[] CLAIMS SETTLEMENT ACT []
TO RECORD RFR LAND MEMORIAL**

To: the Registrar-General of Land

Pursuant to the above section of the above Act, **I HEREBY CERTIFY** that the land identified in the Schedule is subject to a right of first refusal in the above Act.

Please record on each record of title in the Schedule the memorial required pursuant to section [] of the above Act.

SCHEDULE

Record of title	Legal Description

Name []

Date []

Role []

Acting pursuant to delegated authority from the Chief Executive of Land Information New Zealand delegated pursuant to Clause 2 of Schedule 6 of the Public Service Act 2020

Appendix B: Evidence required – exception to right of first refusal

- a) When a vendor agency is disposing of land and there is an exception to a RFR provided for in the Treaty settlement, the vendor agency must provide the information set out in Table 1 as well as the following documents to Toitū Te Whenua:
- (i) an ASP,
 - (ii) authority and instruction form for the disposal,
 - (iii) a [s 116 certificate under the Land Act 1948](#), or
 - (iv) a certificate to remove a RFR memorial from a record of title.
- b) The vendor agency must confirm that any exception applied is authorised by the Treaty settlement. Table 2 provides guidance on what Treaty settlements the exceptions set out in Table 1 apply to.

Table 1: Evidence required to support and implement an exception to the right of first refusal

Table 2 Ref.	If the exception to the right of first refusal is...	then the following is required...
Disposals to give effect to right of first refusal		
1	Disposal to governance entity	a copy of the ASP executed by the Crown and the governance entity.
2	Disposal to a nominee of the governance entity	<ul style="list-style-type: none"> a) a copy of the ASP executed by the Crown and the governance entity, and b) a copy of the notice of nomination or Nomination Deed⁸ signed by the governance entity in accordance with the deed of settlement.
3	Disposal to a person to give effect to the Treaty settlement	a copy of the ASP executed by the Crown and the governance entity, and evidence that the transfer is required to give effect to the Treaty settlement

⁸ The [Ngāi Tahu Deed of Settlement](#) provides that Te Rūnanga o Ngāi Tahu may nominate a grantee to take a transfer of RFR assets through entering into a Nomination Deed in accordance with the Deed of Settlement.

Table 2 If the exception to the right of first refusal is... then the following is required...

Disposals to tenants, lessees

4	Disposal to tenant of land held for education purposes by the Crown	<ul style="list-style-type: none"> a) evidence that the land was held for education purposes on the relevant date, b) evidence that the proposed purchaser is the existing tenant, c) evidence that the property is a house, e.g. a copy of the lease and a photograph, and d) evidence that the proposed transfer complies in all respects with the exception applied for.
5	Disposal to tenant/person of land not listed in row 4 above, where the Crown body has a policy to sell houses to existing tenants	<ul style="list-style-type: none"> a) copy of the policy, b) evidence that the proposed purchaser is the existing tenant, c) evidence that the property is a house e.g. a copy of the lease and a photograph, and d) evidence that the proposed transfer complies in all respects with the exception applied for.
6	Cancellation of original lease or licence and reissue to existing lessee or licensee following subdivision under s 93(4) of the Land Act ⁹	<ul style="list-style-type: none"> a) a copy of the original lease or licence, b) copy of the new lease or licence to be reissued, and c) evidence that the new lessee or licensee is the same person as the lessee or licensee at the time of cancellation.
7	Disposal to a person who has a legal right to be granted a lease of the land or offered the opportunity to lease the land	<ul style="list-style-type: none"> a) evidence of the legal right to lease, such as a copy of a legally binding contract dated and unconditional, and b) evidence that the right to lease was created by any specified date applicable to the terms of the Treaty settlement.

⁹ Note that this does not authorise disposal of pastoral leases without complying with the RFR.

Table 2 Ref.	If the exception to the right of first refusal is...	then the following is required...
8	Disposal to a lessee under a lease granted under ss 66 ¹⁰ , 67 , or 93(4) of the Land Act , or under the Crown Pastoral Land Act 1998 ¹¹	<ul style="list-style-type: none"> a) evidence that the proposed transferee is the lessee of the lease, b) evidence that the leased land and the land proposed to be transferred is the same land, and c) evidence that the lease was granted before the relevant date and the proposed transferor was the lessee at that time.
9	Grant of a new lease to a lessee or assignment, subletting of a lease	<ul style="list-style-type: none"> a) evidence that the grant of a new lease is required under any right of renewal option or other right to take a further lease, or b) evidence of any legal requirement for the Crown to consent to an assignment, subletting, or other action requested by the lessee.

Disposal under statutory requirements

10	Disposal to a person entitled to receive an offer under ss 40 or 41 of the PWA , or those sections applied by another enactment ¹²	<ul style="list-style-type: none"> a) reports required by LINZS15000: Standard for disposal of land held for a public work, and b) a copy of the agreement with the person entitled to receive the statutory offer.
11	Disposal to a person entitled to receive an offer under ss 23 , or 24 , or 26 of the New Zealand Railways Corporation Restructuring Act 1990	<ul style="list-style-type: none"> a) reports required by LINZS15000: Standard for disposal of land held for a public work, and b) a copy of the agreement with the person entitled to receive the statutory offer.

¹⁰ [Section 66 of the Land Act 1948](#) was repealed, as from 23 June 1998, by [s 104 Crown Pastoral Land Act 1998 \(1998 No 65\)](#).

¹¹ [Part 2 of the Crown Pastoral Land Act 1998](#) was repealed, as from 18 May 2022 by [s 9 Crown Pastoral Land Reform Act 2022](#). Exceptions apply where a substantive proposal for tenure review was in existence immediately before 18 May 2022, and meets the criteria set out in [cl 2 of Schedule 1AA Part 1 of the Crown Pastoral Land Act 1998](#).

¹² Particular care should be taken when dealing with statutory offers, as the wording in each Treaty settlement may have significant differences from other Treaty settlements.

Table 2 Ref.	If the exception to the right of first refusal is...	then the following is required...
12	Disposal to a Crown body in accordance with s 563 of the Education and Training Act 2020 ¹³	evidence that the disposal is subject to ss 563 and 564 of the Education and Training Act 2020 .
13	Disposal to an adjacent owner under s 40(4) of the PWA or s23(4) of the New Zealand Railways Corporation Restructuring Act 1990	<ul style="list-style-type: none"> a) reports required by LINZS15000: Standard for disposal of land held for a public work, and b) a copy of the agreement with the adjacent owner.
14	Disposal of former Māori land to a person under order of the Māori Land Court under s 41(e) of the PWA or s 26 of the New Zealand Railways Corporation Restructuring Act 1990 and s 134 of the Te Ture Whenua Māori Act 1993	a copy of the Māori Land Court vesting order under s 134(7) of the Te Ture Whenua Maori Act 1993 .

¹³ [Section 669\(3\)\(b\)](#) of the [Education and Training Act 2020](#) repealed the [Education Act 1989](#). Treaty settlement legislation that previously referred to an RFR exception relating to [s 206](#) of the [Education Act 1989](#) has been updated to refer to [s 563](#) of the [Education and Training Act 2020](#).

Table 2 Ref.	If the exception to the right of first refusal is...	then the following is required...
15	Disposal by way of exchange under: <ul style="list-style-type: none"> • ss 16A or 24E of the Conservation Act 1987, • s 15 of the Reserves Act 1977, or • an Act that excludes the land from a national park, and authorises it to be disposed of in consideration for other land¹⁴ 	a) identification of the statutory provision that provides for the disposal and confirmation that it is an exception to a RFR, and b) evidence of the proposed disposal and evidence that it complies with the statutory provision identified.
16	Vesting under ss 26 or 26A of the Reserves Act 1977 , or any other Act where a reserve is being vested	a) evidence that the land is being vested to be held and administered as a reserve under the Reserves Act 1977 , and b) evidence that the reserve would revert to the Crown if its status as a reserve is subsequently revoked.
17	Disposal under s 105(1) of the PWA (granting of land as compensation where equivalent land not readily available)	evidence that the land is required for an exchange under s 105(1) of the PWA.
18	Vesting under s 114(3) of the PWA (land being declared to be road)	a copy of the gazette notice under s 114 of the PWA declaring land to be road.

¹⁴ Note that for the Ngāi Tahu settlement, the provisions under [s 98 of the Ngāi Tahu Claims Settlement Act 1998](#) will need to be applied for notating the record of title of the land being *acquired* in the exchange.

Table 2 Ref.	If the exception to the right of first refusal is...	then the following is required...
18	Disposal of stopped road under s 117 (3) of the PWA (dealing with stopped roads), other than disposal under the words 'may be dealt with as Crown land under the Land Act 1948 ' in paragraph (b) of that subsection ¹⁵	<ul style="list-style-type: none"> a) evidence that the land being disposed of was, immediately before the stopping, one of the types of road stated in s 117(3) of the PWA, and b) evidence that the land is being disposed of in exchange for land required for a road or is being disposed of to the owner of adjoining land. In the latter case, a copy of the Minister's or territorial authority's certification under s 117(3)(b) of the PWA is required.
19	Vesting of severances under s 119 of the PWA	<ul style="list-style-type: none"> a) evidence that the land is being vested under s 119(2)(a) of the PWA, and b) a copy of the notice by the Minister under ss 114 and 119(1) of the PWA.
20	Disposal under s 54(1)(d) of the Land Act or s 355(3) of the Resource Management Act 1991 (vesting of reclaimed land) ¹⁶	evidence that the land is reclaimed and the disposal is subject to s 355(3) of the Resource Management Act 1991 .
21	Disposal under s 34, or subpart 2 of Part 3 of the Marine and Coastal Area Act 2011 (vesting of reclaimed land)	evidence that the land is reclaimed and the disposal is subject to s 34 or subpart 2 of Part 3 of the Marine and Coastal Area Act 2011 .

¹⁵ As above.

¹⁶ Under the Ngāi Tahu Treaty settlement, this exception only applies if the disposal is to a port company and the land is required for purposes essential to the operations of a port. As a port company is a Crown body under the [Ngāi Tahu Claims Settlement Act 1998](#), a certificate removing the RFR memorial on the record of title is not required. See [s 99 of the Ngāi Tahu Claims Settlement Act 1998](#).

Table 2 Ref.	If the exception to the right of first refusal is...	then the following is required...
Other disposals¹⁷		
22	Disposal to a person who has, at the settlement date, a legal right to purchase the land or be offered the opportunity to purchase the land	evidence of the legal right to purchase such as: <ul style="list-style-type: none"> a) a copy of the legally binding contract. This must be dated and be unconditional; or b) a copy of the option to purchase in the lease, showing the date the right arose, and the date the purchaser became entitled.
23	Disposal to a person holding a legal right, created on or before the Treaty settlement, to purchase under terms of a gift, endowment, trust or an enactment of law	<ul style="list-style-type: none"> a) evidence of the date the entitlement arose and the date the purchaser became entitled, b) details of the gift, endowment, trust, legislation, or rule of law granting the entitlement, c) proof of entitlement, and the terms of entitlement, and d) evidence that the beneficiary of the gift, endowment, trust, or enactment of law is the purchaser.
24	Disposal by way of a gift for charitable purposes	<ul style="list-style-type: none"> a) evidence that the land is being disposed of by way of gift, i.e. not for consideration, and b) evidence that there is a charitable purpose in the disposal by gift, e.g. the person receiving the gift is a charitable trust.
25	Disposal for State housing purposes ¹⁸	evidence that the land is: <ul style="list-style-type: none"> a) held for State housing purposes, and b) a copy of notice by the Minister of Housing to the Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership that disposal is to achieve, or to assist in achieving, the Crown’s social objectives in relation to housing or services related to housing.

¹⁷ There is also an exception in many settlements for Housing New Zealand Corporation (HNZC) or its subsidiaries where land might be required for housing purposes. However, section 20 of the [Kāinga Ora-Homes and Communities Act 2019](#) provides that Kāinga Ora (as successor to HNZC) may not exercise these exceptions.

¹⁸ [Section 20\(1\)\(b\) of the Kāinga Ora-Homes and Communities Act 2019](#) prohibits Kāinga Ora-Homes and Communities from exercising this exception.

Table 2 Ref.	If the exception to the right of first refusal is...	then the following is required...
26	Disposal by Te Whatu Ora - Health New Zealand to persons where Minister of Health gives notice to trustees that disposal will achieve Health New Zealand's objectives	a copy of notice by Minister of Health to trustees that disposal is to achieve Te Whatu Ora - Health New Zealand's objectives.
27	Disposal by Unitec ¹⁹ or Auckland University	a copy of notice by CE of Te Pūkenga – New Zealand Institute of Skills and Technology or the CE of Auckland University to Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership that disposal is to further provision of tertiary education
28	Disposal to another Crown body	<p>For RFRs set out in legislation:</p> <p>a) an RFR memorial remains on the record of title following transfer to another Crown body.²⁰</p> <p>For RFRs set out in a Deed of Settlement, or an RFR Deed:</p> <p>a) evidence that the Crown body has entered into a deed in favour of the governance entity in accordance with the deed of settlement.</p>
29	Disposal to local authority under s 50 of the PWA (transfer of existing public works)	<p>a) evidence that the local authority has entered, or will enter into a deed in favour of the governance entity in accordance with the deed of settlement, or</p> <p>b) confirmation that, following transfer, the local authority will become the RFR landowner of the land</p>

¹⁹ [Section 140 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014](#) provides that an RFR landowner may dispose of RFR land described in table 2 of part 4 of the attachments to the collective redress deed, if the Chief Executive of Unitec has given notice to the Limited Partnership that Unitec has determined the disposal is to further, or to assist in furthering the provision of tertiary education. As of October 2022, Unitec is now part of Te Pūkenga – New Zealand Institute of Skills and Technology. The notice referred to under this section must now be provided by the Chief Executive of Te Pūkenga – New Zealand Institute of Skills and Technology.

²⁰ Also see [s 13\(4\) of the Waikato Raupatu Claims Settlement Act 1995](#) and [s 99 of the Ngāi Tahu Claims Settlement Act 1998](#).

Table 2 Ref.	If the exception to the right of first refusal is...	then the following is required...
30	Disposal of land to a party to continue use, as if the land was still held for a public work	evidence that the party has entered or will enter into a deed in favour of the governance entity in accordance with the deed of settlement.
31	Disposal to community trust providing health services	evidence that the community trust's object or principal object is to provide, or arrange for the provision of, services within the meaning of the Pae Ora (Healthy Futures) Act 2022 .
32	Disposal relating to AgResearch Limited	evidence that the land is: <ul style="list-style-type: none"> a) owned by AgResearch Limited on settlement date, and b) disposal is being completed by AgResearch Limited, a subsidiary of AgResearch Limited, or any partnership, entity, or body in which AgResearch Limited and any other Crown bodies are the only partners or equity participants, and c) evidence that the relevant Ministers have given notice under s 127(2) of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Claims Settlement Act 2022.

Table 2: Right of First Refusal Exceptions by Treaty Settlement

The table below sets out guidance on what Right of First Refusal exceptions apply to particular Treaty settlements. The evidence requirements to demonstrate this exception applies are set out in Table 1.

Treaty Settlement	Right of First Refusal Exception																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Ahuriri Hapū	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Central North Island Forests Land Collective	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓				✓	✓	✓		
Heretaunga Tamatea	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Hineuru	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Iwi and Hapū of Te Rohe o Te Wairoa	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Maniapoto	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	✓			
Maraeroa A and B Blocks	✓	✓		✓		✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓		
Maungaharuru-Tangitū Hapū	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Moriōri	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	✓			
Ngā Mana Whenua o Tāmaki Makaurau Collective	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Ngaa Rauru Kīitahi	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓		
Ngāi Tahu	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓			✓			✓	✓	✓		✓	✓	✓				✓			✓	
Ngāi Tai ki Tāmaki	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Ngāi Tāmanuhiri	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Ngāi Takato	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Ngāruahine	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Ngāti Apa (North Island)	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓		
Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Ngāti Awa	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓		
Ngāti Hauā	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	✓			
Ngāti Hinerangi	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			✓

Treaty Settlement	Right of First Refusal Exception																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, Te Ātiawa o Te Waka-a-Māui	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Koroki Kahukura	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Kuri	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Mākino	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Manawa	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓									
Ngāti Manuhiri	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Maru (Taranaki)	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Mutunga	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓				✓	✓	✓		
Ngāti Pāhauwera	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Porou	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Pūkenga	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Rangī	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Rangiteaorere	✓	✓				✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Rangitīhi	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Rangiwēwehi	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Ruanui	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓				✓	✓	✓		
Ngāti Tama	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓				✓	✓	✓		
Ngāti Toa Rangatira	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓				
Ngāti Tūrangitukua	✓									✓												✓	✓					✓				
Ngāti Tūwharetoa	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Ngāti Whātua o Kaipara	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika)	✓			✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓				✓	✓				
Rangitāne o Manawatū	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Rangitāne Tū Mai Rā (Wairarapa Tamaki nui-ā-Rua)	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Raukawa	✓	✓		✓				✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓				
Rongowhakaata	✓			✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Tapuika	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				
Taranaki Iwi	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓				

Treaty Settlement	Right of First Refusal Exception																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Te Atiawa	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Te Aupouri	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Te Kawerau ā Maki	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Te Rarawa	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Te Roroa	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓				✓	✓	✓		
Te Uri o Hau	✓		✓	✓		✓	✓	✓		✓	✓	✓	✓		✓	✓		✓	✓	✓		✓	✓	✓				✓	✓	✓		
Tūhoe	✓	✓		✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓			
Waikato Raupatu	✓			✓	✓					✓	✓											✓	✓					✓				

Appendix C: Template Certificate for removal of Right of First Refusal Memorial

CERTIFICATE UNDER SECTION [] OF THE
[] CLAIMS SETTLEMENT ACT []
TO REMOVE RFR LAND MEMORIAL

To: the Registrar-General of Land

Pursuant to the above section of the above Act, I **HEREBY CERTIFY** that the land identified in the Schedule is to be transferred to or vested in the person(s) named in the instrument lodged with this certificate.

Please remove from each record of title in the Schedule the memorial entered pursuant to section [] of the above Act.

SCHEDULE

Record of title	Legal Description

Name []

Date []

Signature _____

Role []

Acting pursuant to delegated authority from the Chief Executive of Land Information
New Zealand delegated pursuant to Clause 2 of Schedule 6 of the Public Service Act 2020

Appendix D: Ngāi Tahu Treaty settlement – additional requirements

1. General

In addition to the requirements set out in section 5 of this Standard, further requirements for land subject to the [Ngāi Tahu Claims Settlement Act 1998](#) are set out below.

2. Evidence required

Where land within the Ngāi Tahu claim area is being disposed of other than to Ngāi Tahu, the vendor agency must provide Toitū Te Whenua with evidence that the preliminary notice to Te Rūnanga o Ngāi Tahu has been given under [s 52 of the Ngāi Tahu Claims Settlement Act 1998](#) and either:

- a) evidence that the land is exempted from an RFR, or
- b) a notice from Te Rūnanga o Ngāi Tahu waiving its rights to the land under [s 55 of the Ngāi Tahu Claims Settlement Act](#) and a certificate that meets the requirements of [s 99 of the Act](#).

3. Terms of disposal

3.1 General

A vendor agency must comply with the following requirements to ensure that terms for disposal are not more favourable to the purchaser than those offered to Ngāi Tahu.

3.2 Proposed sale by auction

- a) Bidders must be notified before the auction that the sale is subject to the conditions of the [Ngāi Tahu Treaty settlement](#). The terms and conditions of the last offer made to, or made by, Ngāi Tahu during the period a RFR offer was open (the benchmark terms) must be disclosed.
- b) The vendor agency must also advise bidders that offers to purchase that are more favourable to the purchaser than the benchmark terms will not be sought or considered.
- c) Ngāi Tahu must be given 3 working days to consider whether the terms and conditions of any agreement entered into at or after the auction are more favourable than the benchmark terms offered.

3.3 Proposed sale by tender

- a) All conditioners of tender must state that the sale is subject to the conditions of the Treaty settlement documents and the benchmark terms must be disclosed.
- b) The vendor agency must also advise tenderers that offers to purchase that are more favourable to the purchaser than the benchmark terms will not be sought or considered.
- c) The terms and conditions of any successful tender are to be no more favourable to the purchaser than the benchmark terms.
- d) Ngāi Tahu must be given 3 working days to consider whether the terms and conditions of any agreements entered into as a result of the tender are more favourable than the benchmark terms offered.
- e) A conditional contract of sale cannot be entered into as a result of a tender with terms more favourable to the purchaser than the benchmark terms.

3.3 Proposed sale by private treaty

- a) The property may be listed or advertised at terms less favourable than the benchmark terms offered to the Ngāi Tahu governance entity.
- b) When negotiating a sale by private treaty, potential purchasers must be advised that:
 - (i) the vendor agency is not seeking and will not consider offers more favourable to a purchaser than the benchmark terms, and
 - (ii) Ngāi Tahu requires 3 working days to consider whether the terms and conditions of any agreement are more favourable than those offered,
- c) If, despite this advice, an offer is received at less than benchmark terms, a contract of sale cannot be entered into.

Appendix E: Ngāi Tūrangitukua Treaty settlement – additional requirements

1. General

In addition to the requirements set out in section 5 of this Standard, further requirements for land subject to the [Ngāi Tūrangitukua Claims Settlement Act 1999](#) are set out below.

2. Evidence required

- (a) When an offer is made under [s 40 of the PWA](#) to a member of the hapū of Ngāi Tūrangitukua, the vendor agency must provide evidence:
 - (i) of compliance with the LINZ Protocol with Ngāi Tūrangitukua contained in the deed of settlement,
 - (ii) that the Ngāi Tūrangitukua Offer Back Committee was advised of the offer when it was made, and
 - (iii) that the Ngāi Tūrangitukua Offer Back Committee was advised on whether the offer was accepted or declined.

- (b) If land not specified in the Ngāi Tūrangitukua Deed of Settlement was acquired for a public work from members of the Ngāi Tūrangitukua hapū, and is surplus, the vendor agency must notify the Ngāi Tūrangitukua Māori Committee as soon as this becomes known, and provide evidence to Toitū Te Whenua of this notification.

Appendix F: Te Uri o Hau Treaty settlement – additional requirements

1. General

In addition to the requirements set out in section 5 of this Standard, further requirements for land subject to the [Te Uri o Hau Claims Settlement Act 2002](#) are set out below.

2. Te Uri o Hau Area of Interest

- (a) If a vendor agency wishes to dispose of land that is within the Te Uri o Hau Area of Interest, but not within the Te Uri o Hau RFR area boundary, it must:
 - (i) process the land through the Māori Protection Mechanism process, and
 - (ii) if the land clears the Māori Protection Mechanism process then the land may be offered to Te Uri o Hau.
- (b) The report to Toitū Te Whenua accompanying the ASP for execution must state how the vendor agency applied the provisions of the [Te Uri o Hau Deed of Settlement](#) to the land.¹

¹ See clause 8.2 of the [Te Uri o Hau Deed of Settlement](#) on how the Crown may treat land that is within the Te Uri o Hau area of interest but not within the RFR area.

Appendix G: Te Tau Ihu – additional requirements

1. General

The following three Claims Settlement Acts for the top of the South Island (Te Tau Ihu) provide for legislated RFR requirements to apply to the different defined categories of RFR land in the respective Claims Settlement Acts:

- (a) [Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Claims Settlement Act 2014](#)
- (b) [Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, Te Ātiawa o Te Waka-a-Māui Claims Settlement Act 2014](#), and
- (c) [Ngāti Toa Rangatira Claims Settlement Act 2014](#).

2. RFR Land

Categories of RFR Land

- (a) The Claims Settlement Acts provide for five categories of RFR land (general RFR land; specified iwi RFR land; settlement iwi RFR land; deferred selection RFR land; and specified area RFR land).
- (b) The [Ngāti Toa Rangatira Claims Settlement Act 2014](#) also defines RFR land for the terms of that settlement to mean:
 - (i) land that was acquired by the Crown or the New Zealand Transport Agency in the period between the date of the deed of settlement and the settlement date (early RFR NZTA land); and
 - (ii) land in Wellington City (excluding the CBD) that is acquired by the Crown in the period after the settlement date and the day that is 4 years after the settlement date; and
 - (iii) land in Wellington City (excluding the CBD) that is acquired by the New Zealand Transport Agency or by the Crown on its behalf in the period after the settlement date and 2 September 2019.

Vendor Agency Requirements

When a vendor agency wishes to dispose of RFR land the vendor agency must:

- (a) determine which definition of RFR land applies for the RFR land being disposed of in the relevant Claims Settlement Act, and

- (b) apply the provisions for disposal of that RFR land as set out in the relevant Claims Settlement Act; and
- (c) advise, in the report to Toitū Te Whenua accompanying an ASP for execution, how the vendor agency applied the RFR provisions of the relevant Claims Settlement Act to RFR land.