

# Ngāti Tūrangitukua claims settlement right of first refusal

Learn about the key aspects of the Ngāti Tūrangitukua claims settlement right of first refusal (RFR). Note: this is a guide only and agencies must comply with the requirements of the Deed of Settlement, legislation and any relevant LINZ standards.

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The following has been developed in collaboration with Te Arawhiti.

Te Arawhiti website: <https://www.tearawhiti.govt.nz/>

## The Ngāti Tūrangitukua area of interest

Ngāti Tūrangitukua are a hapū of Ngāti Tūwharetoa and are tangata whenua of the area now comprised in the Turangi Township.

The map below provides an indication of the area of interest for Ngāti Tūrangitukua, but is not a depiction of any RFR area.



## Settlement Summary

Ngāti Tūrangitukua received redress through its Treaty settlement with the Crown.

<b>Iwi:</b>	Ngāti Tūrangitukua
<b>Deed of Settlement signed:</b>	<p>26 September 1998</p> <p>The Deed was amended during the settlement process.</p> <p>Ngāti Tūrangitukua Deed of Settlement: <a href="https://www.govt.nz/treaty-settlement-documents/ngati-turangitukua/">https://www.govt.nz/treaty-settlement-documents/ngati-turangitukua/</a></p>
<b>Settlement date:</b>	15 November 1999
<b>Legislation:</b>	Ngāti Tūrangitukua Claims Settlement Act 1999 ("the Act")
<b>RFR provisions:</b>	<p>The RFR provisions are covered by Section 5 of the Deed of Settlement. The attachments to section 5 includes six Right of First Refusal Deeds ('RFR deeds') which cover, respectively: Crown commercial properties, Crown residential properties, an ECNZ commercial property, ECNZ residential properties, a New Zealand Post property and Housing New Zealand properties.</p> <p>There are no RFR provisions in the legislation.</p>
<b>Offer made to:</b>	<p>The RFR offer is in favour of the Ngāti Tūrangitukua Charitable Trust ("the trust") for:</p> <ul style="list-style-type: none"> <li>• Crown Commercial Properties</li> <li>• ECNZ Commercial Property</li> <li>• New Zealand Post Property</li> </ul> <p>Written notice is given to the Tūrangitukua Nominees Ltd ("TNL") which offers to dispose of the RFR property to TNL or its nominee for:</p> <ul style="list-style-type: none"> <li>• Crown Residential Properties</li> <li>• ECNZ Residential Properties</li> <li>• Housing New Zealand Properties (also refer clause 8 of the RFR deed regarding written notice in respect of selected properties)</li> </ul>
<b>RFR period:</b>	The RFR period is perpetual
<b>RFR memorials:</b>	No

## Definition of RFR property

Clause 1.1 of each RFR deed defines RFR property included in the settlement. It includes all the properties listed in each property schedule.

While the RFR deeds contain similar provisions, each deed is a separate agreement and must be considered independently of the others.

The **Crown Commercial Properties** RFR land list is located in the Schedule to Attachment 5.1 of the deed of settlement.

The **Crown Residential Properties** RFR land list is located in the Schedule to Attachment 5.2 of the deed of settlement.

The **ECNZ Commercial Property** RFR land list is located in the Schedule to Attachment 5.3 of the deed of settlement.

The **ECNZ Residential Properties** RFR land list is located in the Schedule to Attachment 5.4 of the deed of settlement.

The **New Zealand Post Property** RFR land list is located in the Schedule to Attachment 5.5 of the deed of settlement.

The **Housing New Zealand Properties** RFR land list is located in the Schedule to Attachment 5.6 of the deed of settlement.

## Disposals

The RFR obligation arises for any disposal that would transfer the estate in fee simple. Refer to the meaning of disposal under the heading “Definitions” of the relevant RFR deed.

Kāinga Ora-Homes and Communities (formerly, Housing New Zealand) may include more than one property in an RFR offer. The Crown Commercial Properties, Crown Residential Properties and ECNZ Residential Properties RFR deeds provide that any offer made under the RFR deed shall be in respect of only one property, and shall not be conditional upon the sale of any other property.

## Preliminary notice

Clause 3 of the Housing New Zealand Properties RFR deed includes a preliminary notice requirement. There are no requirements to give preliminary notice of disposals in the other five RFR deeds.

## Offering the land

The RFR offer to the trust or TNL (or its nominee) needs to include the terms of the offer, including:

- the expiry date
- the legal description and street address of the land
- contact details for the trust or TNL to respond to.

Clause 6 of the Housing New Zealand RFR deed provides for a Selection Notice, where TNL may provide the landowner with written notice specifying which properties listed in the disposal notice it would like to receive an offer to purchase. The Selection Notice must set out the legal description and postal address of any selected property.

Within 10 business days after the date on which the landowner receives a Selection Notice, the landowner must give written notice to TNL or its nominee of offers to dispose of the selected properties at the price and on the terms and conditions set out in the notice.

## Expiry date of offer

The RFR offer for Crown commercial and Crown residential properties expires three months after it is received.

The RFR offer for the properties in the other four RFR deeds expires one month after it is received. However, where the RFR offer was for selected properties under clause 6 of the Housing New Zealand RFR deed, the RFR offer expires one month after TNL receives the Selected Disposal Notice.

## Re-offer required

In relation to certain properties, if the RFR landowner proposes to dispose of the RFR property at a price, or on terms and conditions, more favourable than the terms of the initial offer, the RFR landowner may do so only if it first offers the property to the trust or TNL (or its nominee) on those more favourable terms.

This requirement is set out in:

- Clause 6 of the Crown Commercial Properties RFR deed
- Clause 6 of the Crown Residential Properties RFR deed
- Clause 6 of the ECNZ Commercial Property RFR deed
- Clause 6 of the ECNZ Residential Properties RFR deed
- Clause 6 of the New Zealand Post Property RFR deed
- Clause 11 of the Housing New Zealand Properties RFR deed

## Delivery of offers and notices

Note that the RFR deeds provide for offer notices to be delivered by hand, registered mail or facsimile. There is no provision in the settlement for electronic service of an offer.

## Subsequent disposal process

If the trust or TNL (or its nominee) does not accept an offer, or the offer period expires, the RFR landowner can dispose of the land provided that:

- the subsequent disposal is not on more favourable terms than those offered to the trust or TNL (or its nominee) and
- the land is being disposed of within 2 years after expiry of the RFR offer.

Note that under the Housing New Zealand RFR deed this disposal process applies to properties listed in a disposal notice but not in a Selection Notice. Refer to clauses 7 and 10 of the RFR deed.

## Exempted disposals

Certain disposals can occur without making an RFR offer to the trust or TNL (or its nominee). These exempted disposals are set out under the heading “Exceptions” in the relevant RFR deed.

There is no specific requirement to advise the relevant entity of an exempted disposal.

## Contact details

For more information about the Ngāti Tūrangitukua claims settlement contact:

### **Turangitukua Nominees Limited (TNL)**

C/O Tuwharetoa FM  
PO Box 198  
TURANGI 3353

### **Toitū Te Whenua Land Information New Zealand**

PO Box 5501  
WELLINGTON 6145

Toitū Te Whenua Land Information New Zealand website: <https://www.linz.govt.nz/>

### **Te Arawhiti – The Office for Māori Crown Relations**

SX10111  
WELLINGTON 6011

Te Arawhiti website: <http://tearawhiti.govt.nz/>

Email: [postsettlement@tearawhiti.govt.nz](mailto:postsettlement@tearawhiti.govt.nz)