

Te Uri o Hau claims settlement right of first refusal

Learn about the key aspects of the Te Uri o Hau 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 Te Uri o Hau area of interest

Te Uri o Hau is a Northland hapū grouping of Ngāti Whatua whose area of interest is located in the Northern Kaipara region.

The map below provides an indication of the area of interest for Te Uri o Hau, but is not a depiction of any RFR area.



Settlement Summary

Te Uri o Hau received redress through its Treaty settlement with the Crown.

Iwi	Te Uri o Hau
Deed of Settlement signed	13 December 2000 The Deed was amended during the settlement process. Te Uri o Hau Deed of Settlement: https://www.govt.nz/treaty-settlement-documents/te-uri-o-hau/
Deed of Grant of Right of First Refusal signed	12 November 2002 Deed of Grant of Right of First Refusal: https://www.govt.nz/assets/Documents/OTS/Te-Uri-o-Hau/Te-Uri-o-Hau-Deed-of-Grant-of-Right-of-First-Refusal-12-Nov-2002.pdf
Effective date	18 November 2002
Legislation	Te Uri o Hau Claims Settlement Act 2002 ("the Act").
RFR provisions	The RFR provisions are enabled by a Deed granting a Right of First Refusal ("the RFR deed"). There are no RFR provisions in the settlement legislation.
Offer made to	The RFR offer is in favour of the trustees of the Te Uri o Hau Settlement Trust ("the trustees")
RFR period	50 years from the effective date (expires in 2052)
RFR memorials	No

Definition of RFR land

Clause 1.1 of the RFR deed defines RFR property included in the settlement. It includes every parcel of land within the RFR area (shown on SO 70103 in the Third Schedule of the RFR deed) that, on the effective date, was vested in or held in fee simple by the Crown, or was a Crown-derived reserve vested in an administering body that would revert to the Crown.

RFR property also includes property transferred to the Crown in consideration for a disposal under clause 7.1(g) of the RFR deed.

Specific properties listed in subclause (a)(iii) of the definition of 'RFR Property' in clause 1.1 of the RFR deed are excluded from RFR property. Any land vested in the Crown by section 44 of the Transit New Zealand Act 1989 (now the Government Rounding Powers Act 1989) or any 'railway assets' of the Crown within the meaning of paragraph (c) of the definition of 'railway assets' in section 2 of the New Zealand Railways Corporation Restructuring Act 1990 is also not included in the settlement as RFR property.

Deed of Grant of Right of First Refusal: <https://www.govt.nz/assets/Documents/OTS/Te-Uri-o-Hau/Te-Uri-o-Hau-Deed-of-Grant-of-Right-of-First-Refusal-12-Nov-2002.pdf>

Other land in the area of interest

The Deed of Settlement also identifies a Te Uri o Hau area of interest, which is wider than the RFR area. Under clause 8.2 of the Deed of Settlement, although the RFR deed does not apply to land in the area of interest that is not in the RFR area, the Crown may treat any such land as if the RFR deed did apply to it, or give the trustees an opportunity to tender for, or purchase, any such land if it becomes available for disposal while the RFR deed is in force.

Deed of Settlement: <https://www.govt.nz/assets/Documents/OTS/Te-Uri-o-Hau/Te-Uri-o-Hau-Deed-of-Settlement-13-Dec-2000.pdf>

This provision does not limit in any way the Crown's powers, rights and discretions in relation to the ownership, sale, leasing or other disposal of any such land.

The ability to apply the RFR deed to this land does not override any obligation that the Crown might have for such a property under other Treaty settlements that have been reached after the Te Uri o Hau settlement.

Disposals

The RFR obligation arises for any disposal that:

- transfers or vests the fee simple estate in the land, or
- grants a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), 50 years or longer but
- does not include the vesting of a reserve under sections 26 or 26A of the Reserves Act 1977

Preliminary notice

There is no requirement to give preliminary notice of a disposal in this settlement.

Offering the land

Before disposing of an RFR property, the Crown must give notice to the trustees. This RFR notice offers to dispose of the property to the trustees at the price and on the terms and conditions set out in the notice.

The Crown may withdraw an RFR notice at any time before the trustees accept an offer. If the Crown withdraws an RFR notice, the RFR deed will still apply to the property. The Crown will be required to give another RFR notice before it disposes of the RFR property.

Expiry date of offer

The RFR offer expires one month after it is received by the trustees.

Subsequent disposal process

Clause 4 of the RFR deed sets out that if the trustees do 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 trustees,
- the land is being disposed of within 2 years after expiry of the RFR offer

The Crown must, promptly after entering into an agreement to dispose of the RFR property to a purchaser or lessee, give notice to the trustees of that fact and disclose the terms of that agreement. The Crown must not dispose of the RFR property after the end of that 2-year period without first giving notice under clause 2.1 of the RFR deed.

Clause 5 of the RFR deed provides that should the Crown propose to dispose of the RFR property on more favourable terms it may do so only if it first gives another RFR notice to the trustees.

Exempted disposals

Certain disposals can occur without making an RFR offer to the trustees. These exempted disposals are set out in clauses 6 and 7 of the RFR deed. There is no requirement to notify the trustees of any disposal exempted from an RFR offer.

The RFR deed includes specific exemptions in relation to disposal of land that was held for a public work. This land may be disposed of to a local authority under section 50 of the Public Works Act 1981 or any other person where the land will be held or used for the purpose which, immediately before the disposal, constituted the public work.

Where RFR properties are to be disposed of to certain new owners a deed of covenant may be required to bind new owners to the RFR. The new owner takes on the obligations under the RFR deed. Clause 7 and Schedules 1 and 2 of the RFR deed set out when this is required.

Delivery of notices

Clause 11 of the RFR deed provides for offer notices to be delivered by hand, registered mail or facsimile. There is no provision in the RFR deed for electronic service of an offer.

Contact details

For more information about the Te Uri o Hau claims settlement contact:

Te Uri o Hau Settlement Trust

PO Box 657

WHANGAREI 0140

Te Uri o Hau Trust website: <http://www.uriohau.com/>

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