



Interim standard for Treaty settlement requirements for disposal of Crown-owned land

LINZS15001

Version date: 31 March 2019

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Terms and definitions

For the purposes of this interim standard, the following terms and definitions apply.

Term/abbreviation	Definition
ASP	agreement for sale and purchase—the Real Estate Institute of New Zealand or Auckland District Law Society 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 164C of the Land Transfer Act 1952
benchmark terms	the terms and conditions of the last offer made to, or made by, a 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 Maori claimant group to negotiate claims for historical grievances against the Crown
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
Crown body	as defined in the relevant Treaty settlement
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 www.tkm.govt.nz .
Land Act	Land Act 1948
Land banking	a process to protect surplus Crown-owned, or formerly Crown-owned, lands for future use in the settlement of Treaty claims
LINZ	Land Information New Zealand
local authority	as defined in s 2 of the Public Works Act 1981
OTS	Office of Treaty Settlements
Māori Protection Mechanism process	<p>the process, administered by OTS, through which surplus Crown-owned lands can be retained in land banks until claims for which the land may be used in settlement have been completed (see 'land banking') This process is set out in the document:</p> <ul style="list-style-type: none">Office of Treaty Settlements. 2006. <i>Protection of Māori Interests in Surplus Crown-Owned Land: Information for Crown Agencies</i>. OTS: Wellington.
PWA	Public Works Act 1981

Term/abbreviation	Definition
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 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	<p>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 document:</p> <ul style="list-style-type: none"> Office of Treaty Settlements. 2006. <i>Protection of Māori Interests in Surplus Crown-Owned Land: Information for Crown Agencies</i>. OTS: Wellington.
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
TPK	Te Puni Kōkiri
Treaty	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, deed of settlement, and protocols
Vendor/landholding agency	a Crown agency disposing of land under the Public Works Act 1981 or the Land Act 1948 and 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.

Land Information New Zealand (LINZ) has a regulatory role in ensuring that these obligations are met before approving the disposal of any Crown-owned land.

Purpose of interim standard

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

Superseded documents

This interim standard supersedes the following standard:

Land Information New Zealand, Crown Property & Investment Group. 2009. *Interim standard for Treaty Settlement requirements for disposal of Crown-owned land – LINZS15001*. LINZ: 2009.

References

The following documents are necessary for the application of this interim standard.

- Land Act 1948
- Land Information New Zealand, Crown Property & Investment Group. 2009. *LINZS15000: Standard for disposal of land held for a public work*. LINZ: Wellington.
- 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
- Maraeroa A and B Blocks Claims Settlement Act 2012 and Deed of Settlement
- Maungaharuru-Tangitū Hapū Claims Settlement Act 2014 and Deed of Settlement
- Ngā Mana Whenua o Tamaki Makaurau Collective Redress Act 2014 and Deed of Settlement

- Ngaa Rauru Kiitahi Claims Settlement Act 2005 and Deed of Settlement
- Ngāi Tahu Claims Settlement Act 1998
- Ngāi Tai ki Tāmaki Claims Settlement Act 2018 and Deed of Settlement
- Ngāi Takato Claims Settlement Act 2015
- Ngai Tāmanuhiri Claims Settlement Act 2012 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 Deeds of Settlement
- Ngāti Awa Claims Settlement Act 2005 and Deed of Settlement
- Ngāti Hauā Claims Settlement Act 2014 and Deed of Settlement
- Ngatikahu ki Whangaroa Claims Settlement Act 2017 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 Deeds of Settlement
- Ngāti Koroki Kahukura Claims Settlement Act 2014 and Deed of Settlement
- Ngāti Kuri Claims Settlement Act 2015
- Ngati Makino Claims Settlement Act 2012 and Deed of Settlement
- Ngāti Manawa Claims Settlement Act 2012 and Deed of Settlement
- Ngati Manuhiri Claims Settlement Act 2012 and Deed of Settlement
- Ngāti Mutunga Claims Settlement Act 2006 and Deed of Settlement
- Ngāti Pāhuawera Claims Settlement Act 2012 and Deed of Settlement
- Ngati Porou Claims Settlement Act 2012 and Deed of Settlement
- Ngāti Pūkenga Claims Settlement Act 2017 and Deed of Settlement
- Ngāti Rangiteaorere Claims Settlement Act 2014 and Deed of Settlement
- Ngāti Rangiwewehi Claims Settlement Act 2014 and Deed of Settlement
- Ngati Ruanui Claims Settlement Act 2003 and Deed of Settlement
- Ngati Tama Claims Settlement Act 2003 and Deed of Settlement
- Ngāti Tamaoho Claims Settlement Act 2018 and Deed of Settlement
- Ngati Toa Rangatira Claims Settlement Act 2014 and Deed of Settlement
- Ngāti Tūrangitukua Claims Settlement Act 1999 and Deed of Settlement
- Ngāti Tūwharetoa Claims Settlement Act 2018 and Deed of Settlement
- 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 Aupouri Claims Settlement Act 2015
- Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 and Deed of Settlement
- Te Atiawa Claims Settlement Act 2016 and Deed of Settlement
- Te Kawerau ā Maki Claims Settlement Act 2015 and Deed of Settlement
- Te Rarawa Claims Settlement Act 2015
- Te Roroa Claims Settlement Act 2008 and Deed of Settlement
- Te Ture Whenua Maori Act 1993
- Te Uri o Hau Claims Settlement Act 2002 and Deed of Settlement
- Tūhoe Claims Settlement Act 2014 and Deed of Settlement
- Waikato Raupatu Claims Settlement Act 1995
- Waitaha Claims Settlement Act 2013 and Deed of Settlement

1 Scope

- (a) This interim standard sets out:
 - (i) the evidence LINZ requires when receiving documents for execution to dispose of land held under the Land Act 1948 (Land Act) or the Public Works Act 1981 (PWA), to meet the Crown's Treaty settlement obligations,
 - (ii) general evidence requirements that apply for all Treaty settlements, and
 - (iii) additional evidence requirements for certain Treaty settlements.
- (b) This interim standard does not:
 - (i) set out how to comply with specific Treaty settlement obligations, or
 - (ii) identify Treaty claim areas.

2 Intended use of interim standard

- (a) This interim standard must be used by vendor agencies when:
 - (i) considering and implementing the disposal of land under the Land Act and the PWA, or
 - (ii) requesting LINZ execute a certificate to record or remove a right of first refusal (RFR) memorial on a record of title.
- (b) This interim standard must be read in conjunction with the relevant Treaty settlement documents.

3 Transfer to a local authority for another 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 LINZ, 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 settlement¹

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 iwi. 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

When land proposed to be transferred to a local authority is subject to the Ngāti Tūrangitukua Claims Settlement Act, the vendor agency must provide evidence that 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 s 16.1 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

¹ See table 1 for evidence required for specific Treaty settlements when transferring land to a local authority under s 50 of the PWA.

obligations of a RFR under the settlement legislation.

3.3 Land not subject to a Treaty settlement

When the land is not subject to a Treaty settlement, the vendor agency must provide to LINZ the agreement for sale and purchase (ASP) for execution for any sale on the open market, and a copy of written advice from the Office of Treaty Settlements (OTS) that the:

- (a) land is not required for land banking under the Māori Protection Mechanism process, and
- (b) Sites of Significance process has been followed and any protections required have been put in place before disposal.

Immediately following the consideration and execution of the ASP the vendor agency must inform OTS of LINZ's decision with regard to the land and any protections put in place.

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

Background

In 2000, Cabinet agreed that Māori interests are a relevant consideration when 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

- (a) If land proposed to be transferred to a local authority under s 50 of the PWA is subject to the Ngai Tahu or Waikato Raupatu Claim 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 if it has an interest in the land, or
 - (b) 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 LINZ 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.

continued on next page

Guidance on protection of Māori interests - transfer of land to local authority, continued

Report to LINZ and OTS

- (a) Vendor agencies are required to prepare a report on the proposed transfer for LINZ to consider when making a decision to either approve or decline the transfer. The report will include the advice provided by OTS, and the claimant group (if relevant), on the type of protection required, if any.
 - (b) If an approval by LINZ 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 OTS of LINZ's decision 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 OTS, 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 LINZ with the report required by *LINZS15000: Standard for disposal of land held for a public work: Transfer to a local authority under s 50 of PWA*.
-

Options for protection of Māori interests

- (a) In the event that LINZ considers Māori interests require protection in some way, LINZ may seek further input from relevant government officials. In exceptional cases, LINZ 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 either:

- (a) comply with a RFR requirement in the relevant Treaty settlement documents. The relevant Treaty settlement documents are available at www.ots.govt.nz and/or www.legislation.govt.nz, or
- (b) follow the Maori Protection Mechanism or Sites of Significance process if the land is not subject to a Treaty settlement.

5 Recording rights of first refusal

5.1 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 vendor agency must:

- (a) notify LINZ, and
- (b) provide the completed certificate in [Appendix A](#) to record a RFR memorial against the title to the land.

5.2 Recording a memorial when issuing new records of title

When approval is sought to create a new record of title it must be identified whether a RFR memorial is required to be recorded on the title. LINZ will approve the new record of title under legislation such as section 47 of the PWA. This gives LINZ and landholding agencies the opportunity to identify and address memorials for RFR land earlier than currently.

- (a) If a landholding agency submits to LINZ an Order for a New Record of Title (OCTN)² it must detail in the report:
 - (i) whether the land is in a defined RFR Area or on an RFR list,
 - (ii) why the land is or is not relevant RFR land under the terms of the Treaty settlement, and
 - (iii) whether a RFR memorial is required to be recorded on the record of title.
- (b) If a landholding agency recommends a RFR memorial be recorded on a record of title it must also provide a completed RFR memorial certificate in Appendix A with the OCTN. A title reference is not required. It is sufficient to refer to the legal description of the subject RFR land.
- (c) The landholding agency must submit the signed RFR memorial at the time the OCTN is lodged with the RGL to create the new record of title and immediately record the RFR memorial.
- (d) LINZ will provide a copy of the signed RFR memorial certificate to the relevant iwi for its information. For records of title created under other legislation (such as the Reserves Act 1977) the landholding agency should submit a RFR memorial certificate to LINZ 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 LINZ when a record of title has been raised for land subject to a RFR so that LINZ 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 when a new record of title is created, regardless of whether the property is being disposed of.

² usually under s 47 of the PWA or s 32 of the New Zealand Railways Corporation Act 1981 for certain rail properties

6 Exceptions to the right of first refusal

6.1 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 LINZ with the ASP for execution:

- (a) evidence that the land is subject to a Treaty settlement,
- (b) evidence that the land is exempt from a RFR, in accordance with [Appendix B](#),
- (c) evidence of the notification provided in [6.2](#) 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.

6.2 Notification to governance entity

6.2.1 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.

6.2.2 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.

7 Right of first refusal

7.1 Correspondence with 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.

7.2 Making an offer

7.2.1 Information to be provided to LINZ

Where a RFR offer must be executed by LINZ under the PWA or the Land Act, the vendor agency must provide LINZ 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 a RFR.

7.2.2 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 governance entity wishes to accept the offer, it must sign and return the ASP.

7.3 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 LINZ:

- (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.

7.4 Governance entity does not accept an offer

7.4.1 General

If a governance entity does not accept a RFR offer within the offer period, including 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: Transfer to a local authority under s 50 of PWA*, and
- (b) section 8 of this interim standard.

7.4.2 Notification to prospective purchasers

- (a) Except where land is subject to the Ngāi Tahu Claims Settlement Act, 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.

7.4.3 Execution of agreement for sale and purchase

The vendor agency must provide the following to LINZ 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.

7.4.4 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 LINZ by email.

7.5 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.

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	47
Ngāti Tūrangitukua	Appendix E	49
Te Uri o Hau	Appendix F	50
Te Tau Ihu	Appendix G	51

9 Requirements for Land Management in the Whanganui River settlement

On the commencement date of the 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.

9.1 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 LINZ that it has complied with s 43 of Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

9.2 Disposal of land under the Public Works Act 1981

9.2.1 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 LINZ to Te Pou Tupua with the report submitted to LINZ under clause 8.1 of *LINZS15000*,
- (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.

9.2.2 Vesting of bed in Te Awa Tupua

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

- (a) submit a notice to LINZ 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.

COMMENTARY

The Commissioner of Crown Lands will also enter in to a relationship document with Te Pou Tupua, relating to the management of Crown land under the Land Act 1948. This agreement will be developed over 2017-2018.

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

**CERTIFICATE UNDER SECTION [] OF THE
[] CLAIMS SETTLEMENT ACT 201 []
TO RECORD RFR LAND MEMORIAL**

To: the Registrar-General of Land

Pursuant to the above section of the above Act, I [] **HEREBY CERTIFY** that a record of title has been created for the land identified in the Schedule and that this land 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

[]

MANAGER/ADVISOR CROWN PROPERTY CLEARANCES

Acting under the authority of the Chief Executive of
Land Information New Zealand delegated under
section 41 of the State Sector Act 1988

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 LINZ:
 - (i) an ASP,
 - (ii) authority and instruction form for the disposal,
 - (iii) a s 116 certificate under the Land Act, 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 1: Evidence required to support and implement an exception to the right of first refusal

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...	
Disposals to give effect to right of first refusal					
1.	Disposal to governance entity	Heretaunga Tamatea Hineuru Maraeroa Ngāruhine Ngā Rauru Ngāi Tahu Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Awa Ngāti Haua Ngāti Koroki Kahukura Ngāti Kuri Ngati Makino Ngati Manawa	Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Ruanui Ngāti Tama Ngāti Tūrangitukua Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangātane o Manawatu Rangitāne Tū Mai Rā	Rongowhakaata Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Waikato Tainui	a copy of the ASP executed by the Crown and the governance entity.

If the exception to the right of first refusal is ...		and the following Treaty settlement applies ...			then the following is required ...
2.	Disposal to a nominee of the governance entity	Heretaunga Tamatea Hineuru Maraeroa Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngāi Takato Ngati Apa Ngāti Awa Ngāti Haua	Ngāti Koroki Kahukura Ngāti Kuri Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngāti Pūkenga Ngāti Tama Ngāti Tūwharetoa Rangitāne o Manawatu Rangitāne Tū Mai Rā	Taranaki Iwi Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa	(a) a copy of the ASP executed by the Crown and the governance entity, and (b) a copy of the notice of nomination signed by the governance entity in accordance with the deed of settlement.
3.	Disposal to a person to give effect to the Treaty settlement	Ngā Rauru Ngāi Tahu Ngati Apa Ngāti Awa	Ngati Manawa Ngāti Mutunga Ngāti Ruanui	Ngāti Tama Te Roroa Te Uri o Hau	(a) a copy of the ASP executed by the Crown and the governance entity, and (b) evidence that the transfer is required to give effect to the Treaty settlement.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...	then the following is required ...
Disposal to tenants, lessees		
4.	<p>Disposal to tenant of land held for education purposes by the Crown</p> <p>Heretaunga Tamatea Hineuru Maraeroa Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngāi Tahu Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Awa Ngāti Haua Ngāti Koroki Kahukura Ngāti Kuri Ngati Makino Ngati Manawa</p> <p>Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Ruanui Ngāti Tama Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā Rongowhakaata Taranaki Iwi</p> <p>Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe Waikato Tainui</p>	<p>(a) evidence that the land was held for education purposes on the relevant date,</p> <p>(b) evidence that the proposed purchaser is the existing tenant,</p> <p>(c) evidence that the property is a house, eg a copy of the lease and a photograph, and</p> <p>(d) evidence that the proposed transfer complies in all respects with the exception applied for.</p>
5.	<p>Disposal to tenant/person of land owned by Housing New Zealand Corporation</p> <p>Tāmaki Makaurau Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngati Porou Ngāti Toa Raukawa Te Rohe o Te Wairoa Waikato Tainui</p>	<p>(a) evidence that the proposed purchaser is the existing tenant,</p> <p>(b) evidence that the property is a house, eg a copy of the lease and a photograph, and</p> <p>(c) evidence that the proposed transfer complies in all respects with the exception applied for.</p>

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...	then the following is required ...
6. Disposal to tenant/person of land not listed in rows 4 and 5 above, where the Crown body has a policy to sell houses to existing tenants	Ngāi Tahu Waikato Tainui	<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, eg a copy of the lease and a photograph, and (d) evidence that the proposed transfer complies in all respects with the exception applied for.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
7. Cancellation of original lease or licence and reissue to existing lessee or licensee following subdivision under s 93(4) of the Land Act 1948 ¹	Heretaunga Tamatea Hineuru Maraeroa Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngai TāmanuhiriNgāi Tahu NgāiTakato Ngati Apa Ngāti Awa Ngāti Haua Ngāti Koroki Kahukura Ngāti Kuri	Ngati Makino Ngati Manuhiri Ngāti Mutunga Ngati Porou Ngāti Pūkenga Ngāti Ruanui Ngāti Tama Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā	Rongowhakaata Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau	(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.
8. 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	Maraeroa Ngā Rauru Ngāi Tahu Ngati Apa Ngāti Awa Ngati Manawa	Ngāti Mutunga Ngāti Ruanui Ngāti Tama Te Roroa Te Uri o Hau		(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

¹ Note that this does not authorise disposal of pastoral leases without complying with the RFR.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
9. Disposal to a lessee under a lease granted under ss 66 ² , 67, or 93(4) of the Land Act 1948, or under the Crown Pastoral Land Act 1998	Heretaunga Tamatea Hineuru Maraeroa Ngāruahine Maungaharuru-Tangitū Hapū Ngā RauruNgāi Tahu Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri	Ngati Makino Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	(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.

² 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).

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
10. Grant of a new lease to a lessee or assignment, subletting of a lease	Maraeroa Ngā Rauru Ngati Apa Ngati Manawa	Ngāti Mutunga Ngāti Ruanui	Ngāti Tama Te Roroa	(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.
Disposals under statutory requirements				

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
11. Disposal to a person entitled to receive an offer under s 40 or s 41 of the PWA, or those sections applied by another enactment ³	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā RauruNgāi Tahu Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kua, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura	Ngāti Kuri Ngati Makino Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūrangitukua Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Taranaki Iwi Tāmaki Makaurau Tapuika Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe Waikato Tainui	(a) reports required by <i>LINZS15000: Standard for disposal of land held for a public work</i> , and (b) a copy of the agreement with the person entitled to receive the statutory offer.

³ 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

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
12. Disposal to a person entitled to receive an offer under ss 23, 24, or 26 of the New Zealand Railways Corporation Restructuring Act 1990	Heretaunga Tamatea Hineuru Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tahu Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri	Ngāti Makino Ngāti Manuhiri Ngāti Mutunga Ngāti Pahauwera Ngāti Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā	Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe Waikato Tainui	(a) reports required by <i>LINZS15003: Disposal of surplus railway land held by Land Information New Zealand</i> , and (b) a copy of the agreement with the person entitled to receive the statutory offer.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
13. Disposal to a person under s 143 or to a person entitled to receive an offer under ss 206 & 207(4) of the Education Act 1989	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tahu Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa	Ngāti Koroki Kahukura Ngāti Kuri Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	evidence that the disposal is subject to ss 206 & 207(4) of the Education Act 1989.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
14. Disposal to an adjacent owner under s 40(4) of the PWA	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri Ngati Makino Ngati Manawa	Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa	Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	(a) reports required by <i>LINZS15000: Standard for disposal of land held for a public work</i> , and (b) a copy of the agreement with the adjacent owner.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
15. Disposal of former Māori land to a person under order of the Māori Land Court under s 41(e) of the PWA and s 134 of the Te Ture Whenua Māori Act 1993	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri	Ngati Makino Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Ātiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Tūhoe	a copy of the Māori Land Court vesting order under s 134(7) of the Te Ture Whenua Māori Act 1993.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
16. Disposal by way of exchange under: <ul style="list-style-type: none"> • s 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 land 	Heretaunga Tamatea Hineuru Maraeroa Ngāruahine Maungaharuru-Tangitū Hapū Ngā Rauru Ngāi Tahu ⁴ Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngati Makino	Ngāti Koroki Kahukura Ngāti Kuri Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Ātiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	(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.

⁴ Note that the provisions under s 98 of the Ngai Tahu Claims Settlement Act 1998 will need to be applied for notating the record of title of the land being *acquired* in the exchange.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
17. Vesting under s 26 or 26A of the Reserves Act 1977, or any other Act where a reserve is being vested	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri Ngāti Tama Ngati Makino	Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa	Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	(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.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
18. Disposal under s 105(1) of the PWA (granting of land as compensation where equivalent land not readily available)	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura	Ngāti Kuri Ngati Makino Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Ātiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Tūhoe	evidence that the land is required for an exchange under s 105(1) of the PWA.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
19. 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	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tahu ⁵ Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura	Ngāti Kuri Ngati Makino Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Ātiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	(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.

⁵ Note that the provisions under s 98 of the Ngai Tahu Claims Settlement Act 1998 will need to be applied for notating the record of title of the land being *acquired* in the exchange

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
20. Vesting of severances under s 119 of the PWA	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngāi Tahu ⁵ Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Koāta, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura	Ngāti Kuri Ngati Makino Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Ātiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	(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.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
21. Disposal under s 54(1)(d) of the Land Act 1948 or s 355(3) of the Resource Management Act 1991 (vesting of reclaimed land)	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngai Tāmanuhiri Ngāi Tahu ⁶ Ngāi Tai ki Tāmaki Ngāi Takato Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura	Ngāti Kuri Ngati Makino Ngati Manuhiri Ngāti Mutunga Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa	Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	evidence that the land is reclaimed and the disposal is subject to s 355(3) of the Resource Management Act 1991.

⁶ 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.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
22. Disposal under s 34, or subpart 2 of Part 3 of the Marine and Coastal Area Act 2011 (vesting of reclaimed land)	Heretaunga Tamatea Hineuru Maungaharuru-Tangitū Hapū Ngāruahine Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri	Ngati Makino Ngati Manawa Ngati Manuhiri Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Te Aupouri Te Ātiawa Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Tūhoe	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.
Other disposals				

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
23. 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	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tahu Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri	Ngati Makino Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūrangitukua Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa	Rongowhakaata Tāmaki Makaurau Tapuika Taranki Iwi Taranaki Whanui Te Ātiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe Waikato Tainui	evidence of the legal right to purchase such as: (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.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
24. 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	Heretaunga Tamatea Hineuru Maungaharuru-Tangitū Hapū Ngāruahine Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngāti Apa ki te Rā Tō, Ngāti Kuaia, Rangitāne o Wairau Ngāti Haua Ngāti Koāta, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri Ngati Makino Ngati Manuhiri Ngati Pahauwera Ngati Porou	Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rāngiwewehi Ngāi Tahu Ngāti Toa Ngāti Tūrangitukua Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika	Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Tūhoe Waikato Tainui	(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.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
25. Disposal by way of a gift for charitable purposes	Heretaunga Tamatea Hineuru Maraeroa Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tahu Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura	Ngāti Kuri Ngati Makino Ngati Manawa Ngati Manuhiri Ngāti Mutunga Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Ātiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	(a) evidence that the land is being disposed of by way of gift, ie not for consideration, and (b) evidence that there is a charitable purpose in the disposal by gift, eg the person receiving the gift is a charitable trust.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...	then the following is required ...
26. Disposal by Housing New Zealand Corporation of Hobsonville land	Ngāti Whātua o Kaipara	(a) evidence that the land is: (i) held for state housing purposes, and (ii) within the area shown on deed plan OTS-674-17, (b) evidence that the Minister of Housing has given notice under s 115(1)(b) of the Ngāti Whātua o Kaipara Claims Settlement Act 2013.
27. Disposal by Housing New Zealand Corporation of Te Onekiritea Point land	Te Kawerau ā Maki	(a) evidence that the land is: (i) held for State housing purposes, and (ii) disposal is under the Housing Act 1955,
28. Disposal by Housing New Zealand Corporation	Ngāi Takato Ngāti Kuri Te Aupouri Te Rarawa	
29. Disposal by DHBs to persons where Minister of Health gives notice to trustees that disposal will achieve DHBs' objectives	Ngāti Haua Ngāti Toa Raukawa Tāmaki Makaurau	a copy of notice by Minister of Health to trustees that disposal is to achieve district health board's objectives
30. Disposal by Unitec or Auckland University	Tāmaki Makaurau	a copy of notice by CE of Unitec or the CE of Auckland University to trustees that disposal is to further provision of tertiary education
Disposals to other Crown bodies for public works		

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
31. Disposal to another Crown body	Heretaunga Tamatea Hineuru Maungaharuru-Tangitū Hapū Ngāruahine Ngāi Tahu Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura Ngāti Kuri Ngati Makino	Ngati Manuhiri Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata	Tāmaki Makaurau Tapuika Taranaki Iwi Taranaki Whanui Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Tūhoe Waikato Tainui	an RFR memorial remains on the record of title following transfer to another Crown body. Refer to s 13(4) of the Waikato Raupatu Claims Settlement Act 1995 and s 99 of the Ngāi Tahu Claims Settlement Act 1998.
32. Disposal to another Crown body	Maraeroa Ngā Rauru Ngati Apa Ngāti Awa	Ngāti Mutunga Ngāti Ruanui Ngāti Tama	Taranaki Whanui Te Roroa Te Uri o Hau	evidence that the Crown body has entered into a deed in favour of the governance entity in accordance with the deed of settlement.

If the exception to the right of first refusal is ...	and the following Treaty settlement applies ...			then the following is required ...
33. Disposal to local authority under s 50 of the PWA (transfer of existing public works)	Heretaunga Tamatea Hineuru Maungaharuru-Tangitū Hapū Ngāruahine Ngā Rauru Ngāi Tai ki Tāmaki Ngāi Takato Ngai Tāmanuhiri Ngati Apa Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Ngāti Awa Ngāti Haua Ngāti Kōata, Ngāti Rārua, Ngāti Tama, Te Ātiawa Ngāti Koroki Kahukura	Ngāti Kuri Ngati Makino Ngati Manuhiri Ngati Pahauwera Ngati Porou Ngāti Pūkenga Ngāti Rangiteaorere Ngāti Rangiwewehi Ngāti Mutunga Ngāti Ruanui Ngāti Tama Ngāti Toa Ngāti Tūwharetoa Ngāti Whātua o Kaipara	Rangitāne o Manawatu Rangitāne Tū Mai Rā Raukawa Rongowhakaata Tāmaki Makaurau Taranaki Iwi Tapuika Te Atiawa Te Aupouri Te Kawerau ā Maki Te Rarawa Te Rohe o Te Wairoa Te Roroa Te Uri o Hau Tūhoe	(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 (b) confirmation that, following transfer, the local authority will become the RFR landowner of the land.
34. Disposal of land to a party to continue use, as if the land was still held for a public work	Maraeroa Ngā Rauru Ngati Apa Ngāti Awa	Ngāti Mutunga Ngāti Ruanui Ngāti Tama	Te Roroa Te Uri o Hau	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.
35. Disposal to community trust providing health services	Ngāi Tahu			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 New Zealand Public Health and Disability Act 2000.

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

**CERTIFICATE UNDER SECTION [] OF THE
[] CLAIMS SETTLEMENT ACT 201 []
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

[]

MANAGER/ADVISOR CROWN PROPERTY CLEARANCES

Acting under the authority of the Chief Executive of
Land Information New Zealand delegated under
section 41 of the State Sector Act 1988

3 Note for removal of memorials under s 149 Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 a notice must refer to s149(1)(c) of that Act

Appendix D: Ngāi Tahu Treaty settlement – additional requirements

C.1 General

In addition to the requirements set out in section 7 of this interim standard, further requirements for land subject to the Ngāi Tahu Claims Settlement Act are set out below.

C.2 Evidence required

When land within the Ngāi Tahu claim area is being disposed of other than to Ngāi Tahu, the vendor agency must provide LINZ 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 excepted from a 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 that Act.

C.3 Terms of disposal

C.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.

C.3.2 Proposed sale by auction

- (a) Bidders must be notified before the auction that the sale is subject to the conditions of the relevant 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.

C.3.3 Proposed sale by tender

- (a) All conditions 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 agreement 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.

C.3.4 Proposed sale by public application

- (a) The property may be listed or advertised at terms less favourable than the benchmark terms offered to the Ngāi Tahu.
- (b) 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) the governance entity requires 3 working days to consider whether the terms and conditions of any agreement are more favourable than those offered to Ngāi Tahu.
- (c) If, despite this advice, an offer is received with terms more favourable than the benchmark terms, a contract of sale cannot be entered into.

C.3.5 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: Ngāti Tūrangitukua Treaty settlement – additional requirements

D.1 General

In addition to the requirements set out in section 7 of this interim standard, further requirements for land subject to the Ngāti Tūrangitukua Claims Settlement Act are set out below.

D.2 Evidence required

- (a) When an offer is made under s 40 of the PWA to a member of the hapū of Ngāti Tūrangitukua, the vendor agency must provide evidence:
 - (i) of compliance with the LINZ Protocol with Ngāti Tūrangitukua contained in the deed of settlement,
 - (ii) that the Ngāti Tūrangitukua Offer Back Committee was advised of the offer when it was made, and
 - (iii) that the Ngāti Tūrangitukua Offer Back Committee was advised on whether the offer was accepted or declined.
- (b) If land not specified in the Ngāti Tūrangitukua Deed of Settlement was acquired for a public work from members of the Ngāti Tūrangitukua hapū, and is surplus, the vendor agency must notify the Ngāti Tūrangitukua Māori Committee as soon as this becomes known, and provide evidence to LINZ of this notification.

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

E.1 General

In addition to the requirements set out in section 7 of this interim standard, further requirements for land subject to the Te Uri o Hau Claims Settlement Act are set out below.

E.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 LINZ 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.⁹

⁹ 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

E.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:

- (i) Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau Claims Settlement Act 2014
- (ii) Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, Te Ātiawa o Te Waka-a-Māui Claims Settlement Act 2014, and
- (iii) Ngati Toa Rangatira Claims Settlement Act 2014.

E.2 RFR Land

Categories of RFR land

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).

The Ngati 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:

- (i) determine which definition of RFR land applies for the RFR land being disposed of in the relevant Claims Settlement Act, and
- (ii) apply the provisions for disposal of that RFR land as set out in the relevant Claims Settlement Act; and
- (iii) advise, in the report to LINZ accompanying an ASP for execution, how the vendor agency applied the RFR provisions of the relevant Claims Settlement Act to RFR land.