

Appendix A: Fiordland National Park Bylaws

PURSUANT to section 56 of the National Parks Act 1980, the Minister of Lands hereby makes the following bylaws.

CONTENTS

- 1 Title and commencement
- 2 Interpretation
- 3 Pollution of parks
- 4 Disposal of refuse
- 5 Camping
- 5A Conditions on access to certain places
- 6 Use of park huts
- 7 Fires
- 8 Vehicles
- 9 Parking of vehicles
- 10 Aircraft
- 11 Competitive sports
- 12 Use of spotlight for hunting prohibited
- 13 Portable generators
- 14 Public address systems
- 15 Offences
- 16 Penalties
- 17 Proceedings under Acts in respect of offences

1 TITLE AND COMMENCEMENT

- (1) These bylaws may be cited as the Fiordland National Park Bylaws 1981.
- (2) These bylaws shall come into force on the 1st day of April 1981.

2 INTERPRETATION

In these bylaws, unless the context otherwise requires,—

“The Act” means the National Parks Act 1980:

“Aerodrome” means an aerodrome licensed under the Civil Aviation Regulations 1953; and includes any place which is within the park and which is authorised under those regulations for use as an aerodrome:

“Camp” includes staying overnight in any vehicle or boat:

“Camping site” means any area that has been appropriated as a camping site under section 49(1)(d) of the Act or under section 28(1)(i) of the National Parks Act 1952:

“Hut” means a hut, hostel or other building owned by the department and available for public accommodation in the park:

“Hut warden” means an officer or employee of the department bearing a written authorisation from the Commissioner empowering him to supervise the activities relating to any hut or huts in the park:

“Kepler track” means the Kepler track as defined on a map held at the Southland Conservancy office of the Department of Conservation at Invercargill:

“Milford track” means the Milford track as defined on a map held at the Southland Conservancy office of the Department of Conservation at Invercargill:

“Official notice” means a conspicuous notice publicly displayed containing instructions or directions as to the conduct in the park:

“Park” means the Fiordland National Park:

“Road” includes all tracks formed for the use of vehicles and all bridges, culverts, and fords forming part of any road:

“Routeburn track” means the Routeburn track as defined on a map held at the Otago conservancy office of the Department of Conservation at Dunedin:

Other expressions as defined in the Act have the meanings so defined.

3 POLLUTION OF PARKS

No person shall—

- (a) Wilfully or carelessly pollute in any manner the waters of the park;
- or

- (b) Wilfully or carelessly spill or cause to be spilled any petrol, oil, or similar substance in the park.

4 DISPOSAL OF REFUSE

No person shall—

- (a) Leave any object or substance introduced into the park by him, or introduced into the park and in his possession, in any part of the park other than in a suitable litter receptacle provided in the park or
- (b) Bury any refuse in the park.

5 CAMPING

- (1) No person shall, without the prior permission of a ranger or officer or employee of the department, camp in the park within 200 metres of a formed road.
- (2) Every person who camps on a camping site in the park shall observe any direction—
 - (a) Which is—
 - (i) Given to him by a ranger or officer or employee of the department; or
 - (ii) Brought to his attention by an official notice; and
 - (b) Which relates to the part or parts of the camping site that may be used for camping (including a direction that prohibits camping on any part or parts of the camping site).
- (3) Every person who camps in the park, whether on a camping site or otherwise, shall leave the area on which he camps clean and tidy after use.
- (4) No person shall camp in the park for more than 14 consecutive days without the consent of a ranger or officer of the department.

5A CONDITIONS ON ACCESS TO CERTAIN PLACES

- (1) Any person may have access to—
 - (a) The Kepler track and all land within 500 metres on either side of that track:
 - (b) The Milford track and all land within 500 metres on either side of that track:

(c) The Routeburn track and all land within 500 metres on either side of that track:

(d) The area within 100 metres radius of any hut:

(e) Any emergency shelter—subject to the conditions in subclause (2) of this bylaw.

(2) No person shall camp in any place or part of any place listed in subclause (1) of this bylaw unless:

(a) That place or that part of the place is a camping site; or

(b) That place is an emergency shelter and that person is camping in that shelter in an emergency.

6 USE OF PARK HUTS

(1) Except in an emergency, no person shall use any hut for more than two successive nights without the prior consent of a ranger or officer or employee of the department.

(2) Every person who uses a hut shall leave it in a clean and tidy condition after use.

(3) No person shall remain in any hut after he has been directed to leave by a ranger or hut warden on the grounds that he has acted in a manner likely to offend or annoy other people, or has damaged or appears likely to cause damage to a hut.

(4) No person shall cause or allow any dog for which he is responsible to enter or be under any hut.

7 FIRES

(1) No person shall light within the park any fire (other than a fire fuelled by gas or vaporised petrol, oil, or similar substance) within 200 metres of any formed road unless the fire is in a camping site or in a permanently constructed fireplace.

(2) No person shall light a fire within the park in circumstances where it is likely to present a fire hazard.

(3) No person shall light a fire within the park (except in a permanently constructed fireplace) within three metres of any tree or dry vegetation.

(4) Every person who lights a fire within the park shall keep that fire continuously under supervision until it is completely extinguished.

(5) No person shall drop, throw, or otherwise place any combustible material, any match, lighted cigarette, or other lighted matter, except for the purpose of lighting a fire as permitted by these bylaws.

(6) Nothing in this bylaw shall exempt any person from the requirement to obtain an authority or permit to light a fire in the open air within the park pursuant to sections 23 and 24 of the Forest and Rural Fires Act 1977 or any other requirement of that Act and any regulations made or fire control measures taken under the authority of that Act.

8 VEHICLES

(1) Except in an emergency, or where the Commissioner considers it necessary for the proper and beneficial management, administration, and control of the park, no person shall drive a vehicle or permit a vehicle under his control to remain in any part of the park that is not a formed road or camping site, or has not been appropriated as a parking place under the Act.

(2) No person shall drive a vehicle on a formed road (not being a public road) within the park

(a) If the vehicle is of a class excluded by an official notice from that formed road; or

(b) If the vehicle is not currently registered or does not display a current warrant of fitness; or

(c) If the driver does not hold a current driver's licence for the particular class of vehicle being driven.

(3) Nothing in this bylaw shall apply to any person who is operating a vehicle in accordance with an express authorisation in any lease or licence granted under any of sections 49 to 51 of the Act or any easement granted under section 54 of the Act.

9 PARKING OF VEHICLES

The driver of any vehicle shall ensure—

(a) That it is parked in accordance with the directions of any ranger or officer or employee of the department, or the directions contained in any official notice; or

(b) Where no such directions are given, that it is parked in a safe and considerate manner and position.

10 AIRCRAFT

- (1) Except in an emergency or where authorised by a licence or permit issued under the Wild Animal Control Act 1977 or where the Commissioner considers it necessary for the proper and beneficial management, administration, and control of the park—
 - (a) No person shall land an aircraft at or take off from any place within the park that is not an aerodrome:
 - (b) No person shall hover an aircraft over any part of the park.
- (2) The pilot in command of an aircraft which flies in contravention of, or fails to comply with, subclause (1) of this bylaw commits an offence against these bylaws.
- (3) The Commissioner may, by official notice, prohibit persons from entering any part of the park that is likely to be affected by the landing or taking off of aircraft within the park for such a period of time as he considers necessary for the safety of the public.
- (4) Every person commits an offence against these bylaws who wilfully enters or wilfully remains on any part of the park at a time when entry to that part of the park is prohibited by an official notice under subclause (3) of this bylaw.
- (5) Nothing in this bylaw shall apply to any person who is operating an aircraft in accordance with an express authorisation in any lease or licence granted under any of sections 49 to 51 of the Act or any easement granted under section 54 of the Act.

11 COMPETITIVE SPORTS

- (1) No person shall, without the prior written consent of a ranger or officer or employee of the department, conduct or engage in any competitive sport or in any organised training for any competitive sport in the park.
- (2) Nothing in this bylaw shall apply to any activity carried out on any land that is being administered under the Tourist and Health Resorts Control Act 1908 or the Tourist Hotel Corporation Act 1974.

12 USE OF SPOTLIGHT FOR HUNTING PROHIBITED

No person shall use a spotlight within the park for the purpose of identifying or dazzling prey.

13 PORTABLE GENERATORS

- (1) Except in an emergency or where the Commissioner considers it is necessary for the proper and beneficial management, administration, and control of the park, no person shall install or operate a portable electric generator in any part of the park.
- (2) Nothing in this bylaw shall apply to any activity carried out on any land that is being administered under the Tourist and Health Resorts Control Act 1908 or the Tourist Hotel Corporation Act 1974.

14 PUBLIC ADDRESS SYSTEMS

- (1) No person shall install or operate any public address system in the park unless that system—
 - (a) Is installed in a building or vehicle; and
 - (b) Cannot be heard outside that building or vehicle.
- (2) Nothing in this bylaw shall prevent the installation or operation of a public address system in the park for the purpose of making announcements relating to the safety of the public.

15 OFFENCES

Every person commits an offence against these bylaws who acts in contravention of or fails to comply in any respect with any of the provisions of these bylaws.

16 PENALTIES

Every person who commits an offence against these bylaws is liable on summary conviction—

- (a) In the case of an offence against bylaw 10(2) of these bylaws, to a fine not exceeding \$5,000;
- (b) In the case of any other offence against these bylaws, to a fine not exceeding \$500.

17 PROCEEDINGS UNDER ACTS IN RESPECT OF OFFENCES

Nothing in these bylaws shall limit or prevent the taking of proceedings under any Act in respect of any offence committed within the park.

Appendix B: Tütoko Töpuni

1 DESCRIPTION OF AREA

The area over which the Töpuni is to be created is the mountain known as Tütoko located in Fiordland National Park, as shown on Allocation Plan MS 3 (SO Plan 12231).

2 PREAMBLE

Pursuant to section 239 of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rünanga's statement of Ngäi Tahu's cultural, spiritual, historic and/or traditional values relating to Tütoko as set out below.

3 TE RÜNANGA'S STATEMENT OF NGÄI TAHU VALUES RELATING TO AREA

3.1

The Fiordland area – within which Tütoko stands – represents, in tradition, the raised up sides of Te Waka o Aoraki, after it foundered on a submerged reef and its occupants, Aoraki and his brothers, were turned to stone. These people are now manifested in the highest peaks in Kä Tiritiri o Te Moana (the Southern Alps). The fiords at the southern end of the Alps were carved out of the raised side of the wrecked Waka o Aoraki by Tü Te Rakiwhänoa, in an effort to make the waka (canoe) habitable by humans. The deep gorges and long waterways that are the fiords were provided as safe havens on this rugged coast, and stocked with fish, forest and birds to sustain humans.

3.2

For Ngäi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngäi Tahu as an iwi.

3.3

Tütoko is not, in fact, the original name of the maunga (mountain), but was applied by Dr J Hector in 1863 after he met the old rangatira

(chief) Tütoko and his two daughters, Sara and May. The hills to the north of the Kötuku River are named the Sara Hills, and those to the south, the May Hills, after these daughters. The use of this name is seen as appropriate to Ngäi Tahu, as Tütoko was an important rangatira of this region at that time, and is represented by the mountain.

3.4

Tütoko is the kaitiaki (guardian) of Whakatipu Waitai, the westernmost creation of Rakaihautu and the southernmost kainga (settlement) of Te Tai Poutini (West Coast) pounamu trails, which provides access to koko-tangiwai (a type of pounamu) at Piopiotahi (Milford Sound) and Poison Bay further to the south. The kainga was also an important staging post for travel into the Lake Wakatipu area via the Hollyford Valley. All of these trails, whether by land or by sea, lie under the shadow of Mt Tütoko.

3.5

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngäi Tahu today.

3.6

Mountains such as Tütoko are linked on whakapapa to the Gods and, being the closest earthly elements to Raki the sky father, they are likened to the children of Raki and Papa, reaching skyward. The mauri of Tütoko represents the essence that binds the physical and spiritual elements of things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngäi Tahu Whānui with the land.

4 SPECIFIC PRINCIPLES RELATING TO AREA

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngäi Tahu Values related to the Töpuni:

- (a) Encouragement of respect for Ngäi Tahu's association with Tütoko;
- (b) Accurate portrayal of Ngäi Tahu's association with Tütoko; and

- (c) Recognition of Ngäi Tahu's relationship with wähi tapu and wähi taonga, including archaeological sites.

5 ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO THE SPECIFIC PRINCIPLES

Pursuant to *clause 12.5.10* of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

(a) Encouragement of respect for Ngäi Tahu's association with Tütoko

(i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngäi Tahu values and the existence of the Töpuni over Tütoko;

(ii) Educational material will be made available to climbers and all climbing guides explaining that, to Ngäi Tahu, standing on the very top of the mountain denigrates its tapu status;

(iii) A review of conditions to be applied generally to new concessions will be undertaken;

(iv) The removal of all rubbish and wastes from Tütoko will be encouraged;

(v) The department will ensure, as far as is reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and

(vi) Te Rünanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.

(b) Accurate portrayal of Ngäi Tahu's association with Tütoko

(i) The department will ensure, as far as reasonably practicable that Ngäi Tahu's association with Tütoko is accurately portrayed in all of its new public information and interpretative material; and

(ii) The department will consult with Te Rünanga in the provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngäi Tahu cultural information with the consent of Te Rünanga.

(c) Recognition of Ngäi Tahu's relationship with wähi tapu and wähi taonga, including archaeological sites

(i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and

(ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rünanga will be consulted and

particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art sites.

Appendix C: Deeds of Recognition

DEED OF RECOGNITION FOR TÜTOKO

THIS DEED MADE ON 22 OCTOBER 1998

BETWEEN:

- (1) TE RÜNANGA O NGÄI TAHU (“Te Rünanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the “Crown”)

BACKGROUND

A On 21 November 1997 Te Rünanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngäi Tahu Whänui.

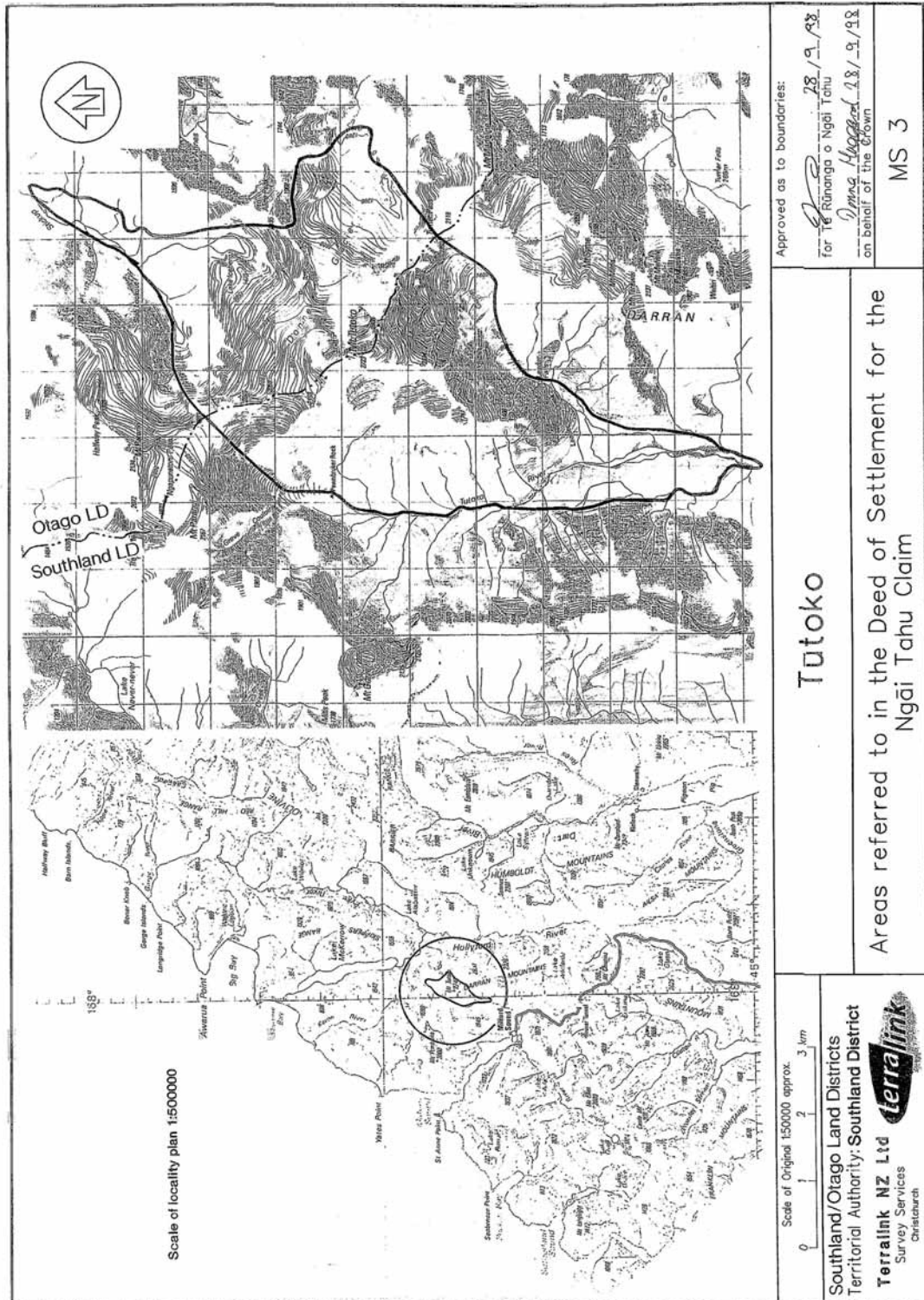
B Pursuant to clause 12.3 of the Deed of Settlement, Te Rünanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rünanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngäi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

1 SPECIFIC AREA OF TÜTOKO

The area which is the subject of this Deed is the mountain known as Tütoko (the “Area”) as shown on Allocation Plan MS 3 (S.O. 24747 (Otago Land District) and S.O. 12231 (Southland Land District)) appended to the Deed of Settlement. The Area is administered by the Department of Conservation.

MAP 17. ALLOCATION PLAN MS3 - TŪTOKO



2 NGÄI TAHU ASSOCIATIONS WITH TÜTOKO

2.1

Pursuant to section 206 of the Ngäi Tahu Claims Settlement Act 1998 (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rünanga's statement of Ngäi Tahu's cultural, spiritual, historic and/or traditional association to Tütoko as set out below.

2.2

The Fiordland area within which Tütoko stands, represents, in tradition, the raised-up sides of Te Waka o Aoraki, after it foundered on a submerged reef and its occupants, Aoraki and his brothers, were turned to stone. These people are now manifested in the highest peaks in Kä Tiritiri o Te Moana (the Southern Alps). The fiords at the southern end of the Alps were carved out of the raised side of the wrecked Waka o Aoraki by Tü Te Rakiwhānoa, so as to make the waka (canoe) habitable by humans. The deep gorges and long waterways that are the fiords were provided as safe havens on this rugged coast and stocked with fish, forest and birds to sustain humans.

2.3

For Ngäi Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngäi Tahu as an iwi.

2.4

Tütoko is not, in fact, the original name of the maunga (mountain), but was applied by Dr J Hector in 1863 after he met the old rangatira (chief) Tütoko and his two daughters, Sara and May. The hills to the north of the Kötuku River are named the Sara Hills, and those to the south, the May Hills, after these daughters. The use of this name is seen as appropriate to Ngäi Tahu, as Tütoko was an important rangatira of this region at that time, and is represented by the mountain.

2.5

Tütoko is the kaitiaki (guardian) of Whakatipu Waitai, the westernmost creation of Rakaihautu and the southernmost kainga (settlement) of Te Tai Poutini (West Coast) pounamu trails which provides access to koko-tangiwai (a type of pounamu) at Piopiotahi (Milford Sound) and Poison Bay further to the south. The kainga was also an important staging post for travel into the Lake Wakatipu area via the Hollyford Valley. All of these trails, whether by land or by sea, lie under the shadow of Mt Tütoko.

2.6

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

2.7

Mountains such as Tütoko are linked on whakapapa to the Gods and, being the closest earthly elements to Raki the sky father, they are likened to the children of Raki and Papa, reaching skyward. The mauri of Tütoko represents the essence that binds the physical and spiritual elements of things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

3 ROLE OF TE RŪNANGA

3.1

By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) The preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) The preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
 - (i) any programme to identify and protect indigenous plants;
 - (ii) any survey to assess current and future visitor activities;
 - (iii) any programme to identify and protect wildlife;
 - (v) any programme to eradicate pests or other introduced species; or
 - (vi) any survey to identify the number and type of concessions which may be appropriate; and

(c) The location, construction and relocation of any structures, huts, signs and tracks.

3.2

In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3

The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

4 OTHER PROVISIONS

Pursuant to sections 217, 218 and 219 of the Ngāi Tahu Claims Settlement Act 1998 (clauses 12.2.11, 12.2.12 and 12.2.13 of the Deed of Settlement):

4.1

Except as expressly provided in this Deed of Recognition:

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

(b) Without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area.

4.2

Except as expressly provided in this Deed of Recognition, this Deed does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

4.3

Except as expressly provided in this Deed of Recognition, this Deed does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4

Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

5 ALIENATION OF LAND

Pursuant to section 214 of the Ngāi Tahu Claims Settlement Act 1998 (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition is automatically terminated (and the right of first refusal set out in Part 9 of the Ngāi Tahu Claims Settlement Act 1998 (Section 9 of the Deed of Settlement) applies).

6 CHANGE IN MANAGEMENT

Pursuant to clause 12.2.9 of the Deed of Settlement, if there is a change in the Crown entity managing the Area, or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

7 INTERPRETATION

7.1

Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

concession has the meaning given to it in the Conservation Act 1987.

7.2

To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR TE ANA-AU (LAKE TE ANAU), SOUTHLAND

THIS DEED MADE ON 22 OCTOBER 1998

BETWEEN:

- (1) TE RÜNANGA O NGÄI TAHU (“Te Rünanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the “Crown”)

BACKGROUND

- A On 21 November 1997 Te Rünanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngäi Tahu Whänui.
- B Pursuant to clause 12.3 of the Deed of Settlement, Te Rünanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rünanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngäi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

1 SPECIFIC AREA OF TE ANAU-AU

The area which is the subject of this Deed is the bed of the lake known as Te Anau-au (Lake Te Anau) (the “Area”) the location of which is shown on Allocation Plan MD 42 (S.O. 12259) appended to the Deed of Settlement. The Area is administered by the Department of Conservation.

2 NGÄI TAHU ASSOCIATION WITH TE ANAU-AU

2.1

Pursuant to section 206 of the Ngäi Tahu Claims Settlement Act 1998 (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rünanga’s statement of Ngäi Tahu’s cultural, spiritual, historic and/or traditional association of Te Anau as set out below.

2.2

Te Anau-au is one of the lakes referred to in the tradition of “Ngā Puna Wai Karikari o Rakaihautu” which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe Waitaha to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Te Anau-au.

2.3

For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

2.4

Te Anau-au figures in Ngāi Tahu histories as one of the last places where Ngāi Tahu and Ngāti Mamoe came into conflict after the peace established between Rakiihia and Te Hautapunui o Tū. After Rakiihia had died, his bones were stripped of flesh and were buried in a cave on a cliff facing the seaside near Dunedin. However, a landslip led to the bones being uncovered. The bones were found by Ngāi Tahu fishermen and made into fish hooks, an act designed to insult. Among Māori it was a practice to take the bones of enemy leaders who had recently died, fashion them into fish hooks and present fish caught with them to the enemy as a gift. Once the fish had been eaten, the enemy would be told they had feasted on fish that had in turn feasted on their dead.

2.5

While Ngāi Tahu were fishing with their Ngāti Mamoe relations, one of the Ngāi Tahu fishermen referred to the fish biting the bones of Rakiihia. The Ngāti Mamoe fisherman recognised the insult and checked the cave in which their leader had been interred. Finding that the grave had been desecrated, the Ngāti Mamoe found and killed the son of a senior Ngāi Tahu rangatira (chief). Before the Ngāi Tahu could retaliate, the Ngāti Mamoe were warned that they should leave the coast for the inland lakes where they would not be found. Ngāti Mamoe headed to Te Anau-au. Among this Ngāti Mamoe party was Rakiihia's brother, Pukutahi. Pukutahi fell sick along Te Anau-au's

shoreline and rested while his followers explored the lake to find a safer place.

2.6

Approaching the lakes, Te Hau, the leader of the Ngäi Tahu party, observed that the fugitives had divided in two, and unfortunately for Pukutahi, decided to follow the trail up to Te Anau-au. The Ngäti Mamoe camp was found and in the morning the chiefs of Ngäti Mamoe, including Pukutahi, were killed. This was to be one of the last battles between the tribes.

2.7

The lake was an important mahinga kai in the interior. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Te Anau-au, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngäi Tahu today.

2.8

The mauri of Te Anau-au represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngäi Tahu Whānui with the lake.

3 ROLE OF TE RŪNANGA

3.1

By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation.

- (a) The preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) The preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:

- (i) Any programme to identify and protect indigenous plants;
 - (ii) Any survey to assess current and future visitor activities;
 - (iii) Any programme to identify and protect wildlife;
 - (iv) Any programme to eradicate pests or other introduced species;
or
 - (v) Any survey to identify the number and type of concessions which may be appropriate; and
- (c) The location, construction and relocation of any structures.

3.2

In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information and enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3

The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

4 OTHER PROVISIONS

Pursuant to sections 217, 218 and 219 of the Ngāi Tahu Claims Settlement Act 1998 (clauses 12.2.11, 12.2.12 and 12.2.13 of the Deed of Settlement):

4.1

Except as expressly provided in this Deed of Recognition:

- (a) This Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation or bylaw; and
- (b) Without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area.

4.2

Except as expressly provided in this Deed of Recognition, this Deed does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

4.3

Except as expressly provided in this Deed of Recognition, this Deed does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4

Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

5 ALIENATION OF LAND

Pursuant to section 214 of the Ngāi Tahu Claims Settlement Act 1998 (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition is automatically terminated (and the right of first refusal set out in Part 9 of the Ngāi Tahu Claims Settlement Act 1998 (Section 9 of the Deed of Settlement) applies).

6 CHANGE IN MANAGEMENT

Pursuant to clause 12.2.9 of the Deed of Settlement, if there is a change in the Crown entity managing the Area, or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

7 INTERPRETATION

7.1

Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

concession has the meaning given to it in the Conservation Act 1987.

7.2

To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR MOTURAU (LAKE MANAPŌURI), SOUTHLAND

THIS DEED MADE ON 22 OCTOBER 1998

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the “Crown”)

BACKGROUND

- A On 21 November 1997 Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to clause 12.3 of the Deed of Settlement, Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

1 SPECIFIC AREA OF MOTURAU

The area which is the subject of this Deed is the bed of the Lake known as Moturau (Lake Manapōuri) (the “Area”) as shown on Allocation Plan MD 40 (S.O. 12257 appended to the Deed of Settlement). The Area is administered by the Department of Conservation.

2 NGĀI TAHU ASSOCIATION WITH MOTURAU

2.1

Pursuant to section 206 of the Ngāi Tahu Claims Settlement Act 1998 (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Moturau as set out below.

2.2

Moturau (or Motu-ua) is one of the lakes referred to in the tradition of “Ngā Puna Wai Karikari o Rakaihautu” which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe Waitaha to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Moturau. Rakaihautu named the lake Motu-ua, a reference to the persistent rain which troubled his party here.

2.3

Tamatea and his party passed this way in their journey back to their homeland after their waka, Takitimu, broke its back at the mouth of the Waiau River. It was Tamatea who named the lake Moturau (possibly a woman’s name but more likely to relate to the many islands found in the lake). Tamatea’s party established a camp on the edge of the lake, which is probably under water now, and called it Whitiaka-te-rā (the shining of the sun), indicating that they enjoyed a very different experience of the lake from Rakaihautu. Other traditional names associated with the lake include Te Māui (North Arm), Te Tukeroa (Beehive), Manapōuri (north-eastern reach), Wairoa River (upper Waiau River), Te Rakatū (Garnock Burn), Te Konuotu-te-Makohu (Monument), and Huatea (South Arm).

2.4

For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

2.5

A number of wāhi taonga and nohoanga associated with the lake are now under its waters. Eel weirs have been found at the Monument and Hope Arm of the lake, and there was a canoe manufacturing site at Pigeon Island. Such wāhi taonga are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna.

2.6

As a mahinga kai, the lake was important for the fowling it offered Murihiku coastal settlements in summer. The tūpuna had

considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of Moturau, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

2.7

The mauri of Moturau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

3 ROLE OF TE RŪNANGA

3.1

By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation.

- (a) The preparation, consistent with Part IIIA of the Conservation Act and section 4 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) The preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
 - (i) Any programme to identify and protect indigenous plants;
 - (ii) Any survey to assess current and future visitor activities;
 - (iii) Any programme to identify and protect wildlife;
 - (iv) Any programme to eradicate pests or other introduced species; or
 - (v) Any survey to identify the number and type of concessions which may be appropriate; and
- (c) The location, construction and relocation of any structures.

3.2

In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information and enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3

The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

4 OTHER PROVISIONS

Pursuant to sections 217, 218 and 219 of the Ngāi Tahu Claims Settlement Act 1998 (clauses 12.2.11, 12.2.12 and 12.2.13 of the Deed of Settlement):

4.1

Except as expressly provided in this Deed of Recognition:

- (a) This Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation or bylaw; and
- (b) Without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area.

4.2

Except as expressly provided in this Deed of Recognition, this Deed does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

4.3

Except as expressly provided in this Deed of Recognition, this Deed does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4

Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

5 ALIENATION OF LAND

Pursuant to section 214 of the Ngāi Tahu Claims Settlement Act 1998 (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition is automatically terminated (and the right of first refusal set out in Part 9 of the Ngāi Tahu Claims Settlement Act 1998 (Section 9 of the Deed of Settlement) applies).

6 CHANGE IN MANAGEMENT

Pursuant to clause 12.2.9 of the Deed of Settlement, if there is a change in the Crown entity managing the Area, or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

7 INTERPRETATION

7.1

Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

concession has the meaning given to it in the Conservation Act 1987.

7.2

To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR LAKE HAUROKO, SOUTHLAND

THIS DEED MADE ON 22 OCTOBER 1998

BETWEEN:

- (1) TE RÜNANGA O NGÄI TAHU (“Te Rünanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the “Crown”)

BACKGROUND

- A On 21 November 1997 Te Rünanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngäi Tahu Whänui.
- B Pursuant to clause 12.3 of the Deed of Settlement, Te Rünanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rünanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngäi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

1 SPECIFIC AREA OF MOTURAU

The area which is the subject of this Deed is the bed of the Lake known as Hauroko (the “Area”) as shown on Allocation Plan MD 41 (S.O. 12258 appended to the Deed of Settlement). The Area is administered by the Department of Conservation.

2 NGÄI TAHU ASSOCIATION WITH MOTURAU

2.1

Pursuant to section 206 of the Ngäi Tahu Claims Settlement Act 1998 (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rünanga’s statement of Ngäi Tahu’s cultural, spiritual, historic and/or traditional association to Hauroko as set out below.

2.2

Hauroko is strongly associated with urupā in the immediate vicinity, including one on an island in the lake, known to Pākehā as Mary Island. In particular, Ngāti Rakiamoa and Ngāti Ruahikihiki have several traditions about their dead laying in this region.

2.3

Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. It is because of its proximity to these urupā that Hauroko is considered tapu by Ngāi Tahu.

2.4

The mauri of Hauroko represents the essence that binds the physical and spiritual elements of things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

3 ROLE OF TE RŪNANGA

3.1

By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area that are administered by the Department of Conservation.

- (a) The preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) The preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
 - (i) any programme to identify and protect indigenous plants;
 - (ii) any survey to assess current and future visitor activities;
 - (iii) any programme to identify and protect wildlife;

- (iv) any programme to eradicate pests or other introduced species; or
 - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) The location, construction and relocation of any structures, huts, signs and tracks.

3.2

In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3

The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

4 OTHER PROVISIONS

Pursuant to sections 217, 218 and 219 of the Ngāi Tahu Claims Settlement Act 1998 (clauses 12.2.11, 12.2.12 and 12.2.13 of the Deed of Settlement):

4.1

Except as expressly provided in this Deed of Recognition:

- (a) This Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) Without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area.

4.2

Except as expressly provided in this Deed of Recognition, this Deed does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

4.3

Except as expressly provided in this Deed of Recognition, this Deed does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4

Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

5 ALIENATION OF LAND

Pursuant to section 214 of the Ngāi Tahu Claims Settlement Act 1998 (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition is automatically terminated (and the right of first refusal set out in Part 9 of the Ngāi Tahu Claims Settlement Act 1998 (Section 9 of the Deed of Settlement) applies).

6 CHANGE IN MANAGEMENT

Pursuant to clause 12.2.9 of the Deed of Settlement, if there is a change in the Crown entity managing the Area, or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

7 INTERPRETATION

7.1

Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

concession has the meaning given to it in the Conservation Act 1987.

7.2

To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.