

Memorandum of Understanding (MOU)

1. PARTIES

The parties to this MOU are the Rāpaki Reserve 875 Trustees ('the Trustees') and Te Hapū o Ngāti Wheke Inc ('the Rūnanga') hereafter referred to collectively as 'the parties'

2. BACKGROUND

- A. The parties to this MOU have entered a license to occupy that relates to Rāpaki No 19 block and Rāpaki No 20 block.
- B. The Trustees are also the registered proprietors of the following Rāpaki Māori Reserve 875, Section No's: 37, 40, 41, 42, 43, 44, 45 and 47).
- C. This MOU applies to the land and fixtures.
- D. . Details for each property including a map are as set out at Schedule 1 and as follows:

| Section | |
|--------------|-------------------------|
| Rāpaki No 37 | Urupā |
| Rāpaki No 40 | Taukahara Reserve Urupā |
| Rāpaki No 41 | Urupā |
| Rāpaki No 42 | Playground |
| Rāpaki No 43 | Church and urupā |
| Rāpaki No 44 | Schoolhouse |
| Rāpaki No 45 | Jetty Carpark |
| Rāpaki No 47 | Urupā |

3. Property Usage

The Trustees grant the Rūnanga the right to use and occupy the Land on the terms set out in this agreement and in any schedule the parties add to the MOU. This MOU shall continue on an ongoing basis until terminated by either party giving the other party 6 months notice in writing.

4. Property Developments and Improvements

- 4.1 Any significant improvements to the Land or any of the fixtures on the Land may be made only with the written agreement of the Trustees.
- 4.2 Any proposed significant developments or improvement will be given opportunity for beneficiary/hapū input via Rūnanga meetings and, where necessary, other means.

5. Outgoings

5.1 The Rūnanga shall meet all outgoings associated with the Land and fixtures including but not limited to all rates, costs and expenses incurred in respect of the Land and without limiting the generality of the foregoing shall include:

- (a) rates, charges, levies, assessments, duties, impositions and fees payable to any local or territorial authority in respect of the Land;

- (b) charges for water, gas, electricity, lighting, telephones other utilities or services;
- (c) rubbish collection charges;
- (d) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and firefighting equipment on the Land;
- (e) insurance premiums and related valuation fees incurred in relation to the insurances effected by the Rūnanga in relation to the Land together with those relating to public risk insurance;
- (f) cleaning, maintenance, repair for the Land and all buildings on it;
- (g) ground maintenance costs including lawns, gardens and planted areas;
- (h) yard and car parking area maintenance and repair costs;
- (i) the costs of maintenance, servicing and repair of lighting (including security lighting) of all buildings and surrounds; and
- (j) pest control treatment costs.

5.2 The Rūnanga shall use any income received from the properties to pay all outgoings provided that should there be insufficient funds from the income to pay such outgoings and costs, the Rūnanga shall pay for such outgoings and costs from its own funds which are not recoverable from the Trustees.

5.3 Should the Rūnanga make default in payment of such outgoings or costs, the Trustees may pay them and recover the amounts paid from the Rūnanga.

6. Insurance

The Rūnanga will maintain insurance on all buildings fixed to the Land against destruction or damage by fire, earthquake, storm, water damage, accidental and malicious damage and such other risks as are required, to the full insurable value of such Land, fixtures and on an indemnity cover basis.

7. Indemnity by Rūnanga

The Rūnanga shall keep the Trustees indemnified against all claims, actions, losses and expenses of any nature which the Trustees may suffer or incur or for which the Trustees may become liable in respect of or arising out of:

- (a) the neglect or careless use or misuse by the Rūnanga and persons under the control of the Rūnanga of the fixtures and/or the Land or any of the utilities or other services or arising out of any faulty fixture or fitting; and
- (b) any accident or damage to property or any person arising from any occurrence in or near the office and/or the Land wholly or in part by reason of any act or omission by the Rūnanga and persons under the control of the Rūnanga.

8. Dispute resolution

8.1 If any dispute or difference shall arise between the parties as to:

- (a) the meaning or application of any part of this MOU; or
- (b) any other matter in connection with, arising out of, or which may have an effect on this MOU; then representatives of the parties shall meet within 14 days of the dispute or difference ("issue") arising to endeavor to reach an agreement on the resolution of the issue.

8.2 If the meeting referred to in 8.1 ("meeting") does not result in a resolution of the issue:

- (a) then the parties shall, within 14 days of the date of the meeting, appoint a mediator to mediate the issue.
- (b) if the parties are unable to agree upon the person to be appointed as mediator, then the President of the New Zealand Law Society shall appoint the mediator.

- (c) the mediation shall be held within one month of the date of the meeting.
 - (d) the parties shall attend and participate in the mediation in good faith to negotiate towards achieving a settlement of the issue.
- 8.3 If at the mediation the issue is not resolved then the issue shall be determined by the Maori Land Court.

9. Term of MOU

This MOU will be reviewed at least triennially. Failure to review this MOU shall in no way invalidate this MOU in any way.

EXECUTION:

This MOU was signed on 7 day of December 2020

By Matea Gillies

) 

On behalf of the Trustees

)

In the presence of:

) 

And by Manaia Rehu
as representative of the Rūnanga

)



In the presence of:

)

) 

Schedule 1 – Reserve Properties Covered by MOU

| Section | Purpose | Conditions of Use |
|--------------|------------------------------------|---|
| Rāpaki No 37 | Urupā and grassed area above beach | Conditions for burial to be determined by trustees |
| Rāpaki No 40 | Taukahara Urupā | Urupā to be protected and not used further. |
| Rāpaki No 41 | Urupā | Conditions for burial to be determined by trustees. |
| Rāpaki No 42 | Playground | No limitations on use. |
| Rāpaki No 43 | Church and urupā | Only to be used for baptisms, weddings and other events for the whānau and hapū, or by others with the specific agreement of the trustees. |
| Rāpaki No 44 | Schoolhouse | To be used for whānau and manuhiri wānanga, tangata tiaki, Corrections workers, and similar uses. |
| Rāpaki No 45 | Jetty Carpark | To be used for hapū and by the general public as agreed from time to time. May be shut down by the rūnanga as required for hapū related events. |
| Rāpaki No 47 | Church Urupā | Conditions for burial to be determined by trustees. |

Map showing all sections other than No 40 (Taukahara Urupā)

