

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.

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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: List of General Policy for National Parks

POLICY NUMBER

- 1 — Introduction
- 2 — Public Participation and communication
- 3 — Relationship with other land administering and statutory bodies
- 4 — Finance
- 5 — Management Planning
- 6 — Specially protected areas, wilderness areas and amenities areas
- 7 — Selecting new parks and park boundaries
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- 12 — Grazing
- 13 — Park waters
- 14 — Fire control
- 15 — Research
- 16 — Education and park interpretation
- 17 — Identifying persons, places and events of national or historic significance
- 18 — Foot access
- 19 — Vehicle access
- 20 — Access for the disabled
- 21 — Aircraft and airspace
- 22 — Aerial cableways
- 23 — Boating
- 24 — Facilities and services
- 25 — Buildings and accommodation
- 26 — Commercial concessions

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~~28 Visitor safety and public health~~

~~29 Mineral exploration, prospecting and mining~~

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9. ACCOMMODATION AND RELATED FACILITIES

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10.1 All activities

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Appendix C: Tūtoko Tōpuni

1 DESCRIPTION OF AREA

The area over which the tōpuni is to be created is the mountain known as Tūtoko 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 Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Tūtoko as set out below.

3 TE RŪNANGA'S STATEMENT OF NGĀI TAHU VALUES RELATING TO AREA

3.1

The Fiordland area – within which Tūtoko 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 Kā 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 Tū Te Rakiwhānoa, 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 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 that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

3.3

Tūtoko 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) Tūtoko and his two daughters, Sara and May. The hills to the north of the Kōtuku 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 Ngāi Tahu, as Tūtoko was an important rangatira of this region at that time, and is represented by the mountain.

3.4

Tūtoko 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 Tūtoko.

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 Ngāi Tahu today.

3.6

Mountains such as Tūtoko 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 Tūtoko 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.

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 Ngāi Tahu Values related to the tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Tūtoko;
- (b) Accurate portrayal of Ngāi Tahu's association with Tūtoko; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi 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 Ngāi Tahu's association with Tūtoko

- (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the tōpuni over Tūtoko;
- (ii) Educational material will be made available to climbers and all climbing guides explaining that, to Ngāi 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 Tūtoko 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 Rūnanga 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 Ngāi Tahu's association with Tūtoko

- (i) The department will ensure, as far as reasonably practicable that Ngāi Tahu's association with Tūtoko is accurately portrayed in all of its new public information and interpretative material; and
- (ii) The department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.

(c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi 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 Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Kōiwi Tangata (unidentified human remains) and Archaeological and Rock Art sites.

Appendix D: Deeds of Recognition

DEED OF RECOGNITION FOR TŪTOKO

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.

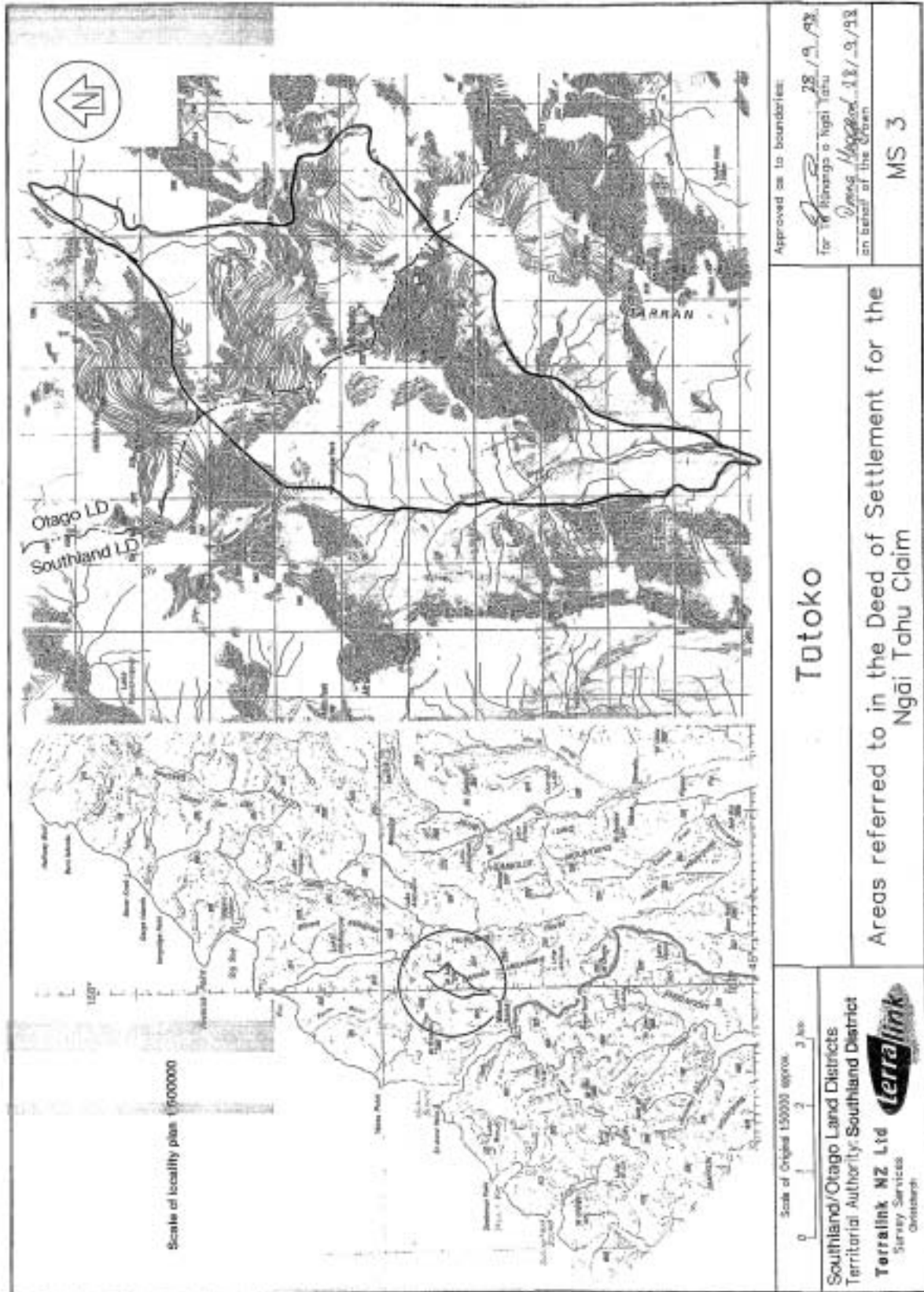
B Pursuant to clause 12.3 of the Deed of Settlement, Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status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

ACCORDINGLY, the parties acknowledge and agree as follows:

1 SPECIFIC AREA OF TŪTOKO

The area which is the subject of this Deed is the mountain known as Tūtoko (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 16. ALLOCATION PLAN MS3 - TŪTOKO



2 NGĀI TAHU ASSOCIATIONS WITH TŪTOKO

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 Tūtoko as set out below.

2.2

The Fiordland area within which Tūtoko 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 Kā 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 Tū 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 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 that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

2.4

Tūtoko 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) Tūtoko and his two daughters, Sara and May. The hills to the north of the Kōtuku 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 Ngāi Tahu, as Tūtoko was an important rangatira of this region at that time, and is represented by the mountain.

2.5

Tūtoko 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 Tūtoko.

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 Tūtoko 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 Tūtoko 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 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 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 NGĀI TAHU ASSOCIATION WITH TE ANAU-AU

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 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 principle 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 principle 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 Ngāi 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 Ngāti Mamoe camp was found and in the morning the chiefs of Ngāti 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 Ngāi 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 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 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 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 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 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 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.

Appendix E: Taonga Species List of Fiordland National Park

BIRDS

NAME IN MĀORI	NAME IN ENGLISH	SCIENTIFIC NAME
Kāhu	Australasian harrier	<i>Circus approximans</i>
Kākā	South Island kaka	<i>Nestor meridionalis meridionalis</i>
Kākāpō	Kākāpō	<i>Strigops habroptilus</i>
Kākāriki	New Zealand parakeet	<i>Cyanoramphus</i> spp.
Kakaruai	South Island robin	<i>Petroica australis australis</i>
Kāmana	Crested grebe	<i>Podiceps cristatus</i>
Kārearea	New Zealand falcon	<i>Falco novaeseelandiae</i>
Karoro	Black-backed gull	<i>Larus dominicanus</i>
Kea	Kea	<i>Nestor notabilis</i>
Kōau	Black shag	<i>Phalacrocorax carbo</i>
	Pied shag	<i>Phalacrocorax varius varius</i>
	Little shag	<i>Phalacrocorax melanoleucos brevirostris</i>
Koekoeā	Long-tailed cuckoo	<i>Eudynamys taitensis</i>
Kōparapara or Korimako	Bellbird	<i>Antburnis melanura melanura</i>
Kororā	Blue penguin	<i>Eudyptula minor</i>
Kōtare	Kingfisher	<i>Halcyon sancta</i>
Kōtuku	White heron	<i>Egretta alba</i>
Kōwhiowhio	Blue duck	<i>Hymenolaimus malacorhynchos</i>
Kūkupa/Kererū	New Zealand wood pigeon	<i>Hemiphaga novaeseelandiae</i>
Kuruwhengu/Kuruwhengi	New Zealand shoveller	<i>Anas rhynchotis</i>
Mātā	Fernbird	<i>Bowdleria punctata punctata</i> and
		<i>Bowdleria punctata stewartiana</i> and
		<i>Bowdleria punctata wilsoni</i> and
		<i>Bowdleria Punctata candata</i>
Matuku moana	Reef heron	<i>Egretta sacra</i>
Miromiro	South Island tomtit	<i>Petroica macrocephala macrocephala</i>
Mohua	Yellowhead	<i>Moboua ocbrocephala</i>
Pākura/Pūkeko	Swamp hen / Pūkeko	<i>Porphyrio porphyrio</i>
Pārera	Grey duck	<i>Anas superciliosa</i>
Pihoihoi	New Zealand pipit	<i>Antbus novaeseelandiae</i>
Pipīwharauoa	Shining cuckoo	<i>Chrysococcyx lucidus</i>
Piwakawaka	South Island fantail	<i>Rhipidura fuliginosa fuliginosa</i>
Poaka	Pied Stilt	<i>Himantopus himantopus</i>
Pūtakitaki	Paradise shelduck	<i>Tadorna variegata</i>
Riroriro	Grey warbler	<i>Gerygone igata</i>
Ruru koukou	Morepork	<i>Ninox novaeseelandiae</i>

Takahē	Takahē	<i>Porphyrio mantelli</i>
Tara	Terns	<i>Sterna</i> spp.
Tawaki	Fiordland crested penguin	<i>Eudyptes pachyrhynchus</i>
Tete	Grey teal	<i>Anas gracilis</i>
Tieke	South Island saddleback	<i>Philesturnus carunculatus carunculatus</i>
Titi	Sooty shearwater/Muttonbird/Hutton's Shearwater	<i>Puffinus griseus</i> and <i>Puffinus buttoni</i>
	Common diving petrel	<i>Pelecanoides urinatrix</i>
	South Georgian diving petrel	<i>Pelecanoides georgicus</i>
	Westland petrel	<i>Procellaria westlandica</i>
	Fairy prion	<i>Pachyptila turtur</i>
	Broad-billed prion	<i>Pachyptila vitatta</i>
	White-faced storm petrel	<i>Pelagodroma marina</i>
	Cook's petrel	<i>Pterodroma cookii</i>
Mottled petrel	<i>Pterodroma inexpectata</i>	
Titipounamu	South Island rifleman	<i>Acanthisitta chloris chloris</i>
Tokoeka	South island brown kiwi	<i>Apteryx australis</i>
Toroa	Albatrosses and Mollymawks (Solander)	<i>Diomedea</i> spp.
Tūi	Tūi	<i>Prosthemadera novaeseelandiae</i>
Weka	Western weka	<i>Gallirallus australis australis</i>

PLANTS

NAME IN MĀORI	NAME IN ENGLISH	SCIENTIFIC NAME
Akatorotoro	White rata	<i>Metrosideros perforata</i>
Aruhe	Fernroot (bracken)	<i>Pteridium aquilinum</i> var. <i>esculentum</i>
Harakeke	Flax	<i>Phormium tenax</i>
Horoeka	Lancewood	<i>Pseudopanax crassifolius</i>
Houhi	Mountain ribbonwood	<i>Hoberia lyallii</i> and <i>H. glabata</i>
Kahikatea	Kahikatea/white pine	<i>Dacrycarpus dacrydioides</i>
Kāmahi	Kāmahi	<i>Weinmannia racemosa</i>
Kāpuka	Broadleaf	<i>Griselinia littoralis</i>
Karaeopirita	Supplejack	<i>Ripogonum scandens</i>
Karamū	Coprosma	<i>Coprosma robusta</i> , <i>Coprosma lucida</i> , <i>Coprosma foetidissima</i>
Kātote	Tree fern	<i>Cyathea smithii</i>
Kiekie	Kiekie	<i>Freycinetia baueriana</i> subsp. <i>banksii</i>
Korokio	Korokio/wire-netting bush	<i>Corokia cotoneaster</i>
Koromiko/Kōkōmuka	Koromiko	<i>Hebe salicifolia</i>
Kōtukutuku	Tree fuchsia	<i>Fuchsia excorticata</i>
Kōwhai/Kōhai	Kōwhai	<i>Sopora microphylla</i>
Mamaku	Tree fern	<i>Cyathea medullaris</i>
Mānia	Sedge	<i>Carex flagellifera</i>
Mānuka/Kahikātoa	Tea-tree	<i>Leptospermum scoparium</i>
Māpou	Red matipo/Māpou	<i>Myrsine australis</i>

Matai	Matai/black pine	<i>Prumnopitys taxifolia</i>
Miro	Miro/brown pine	<i>Prumnopitys ferruginea</i>
Pānako	(Species of fern)	<i>Asplenium obtusatum</i> and <i>Botrychium bifforme</i>
Pātōtara	Dwarf mingimingi	<i>Leucopogon fraseri</i>
Pingao	Pingao	<i>Desmoscoenus spiralis</i>
Pōkākā	Pōkākā	<i>Elaeocarpus bookerianus</i>
Rātā	Southern rātā	<i>Metrosideros umbellata</i>
Rautāwhiri/Kōhūhū	Black matipo/Māpou	<i>Pittosporum tenuifolium</i>
Rimu	Rimu/Red pine	<i>Dacrydium cypressinum</i>
Rimurapa	Bull kelp	<i>Durvillaea antarctica</i>
Taramea	Speargrass, spaniard	<i>Aciphylla</i> spp.
Tarata	Lemonwood	<i>Pittosporum eugenioides</i>
Tawai	Beech	<i>Notofagus</i> spp.
Tētēaweke	Muttonbird scrub	<i>Olearia angustifolia</i>
Tī rākau/Tī Kōuka	Cabbage tree	<i>Cordyline australis</i>
Tikumu	Mountain daisy	<i>Celmisia spectabilis</i>
Toatoa	Mountain toatoa, celery pine	<i>Phyllocladus aspleniifolius</i> var. <i>alpinus</i>
Toetoe	Toetoe	<i>Cortaderia richardii</i>
Tōtara	Tōtara	<i>Podocarpus totara</i>
Tutu	Tutu	<i>Coriaria</i> spp.
Wharariki	Mountain flax	<i>Phormium cookianum</i>
Wī	Silver tussock	<i>Poa cita</i>
Wīwi	Rushes	<i>Juncus</i> all indigenous, <i>Juncus</i> spp. and <i>J. maritimus</i>

MARINE MAMMALS

NAME IN MĀORI	NAME IN ENGLISH	SCIENTIFIC NAME
Kekeno	New Zealand fur seals	<i>Arctocephalus forsteri</i>

FISH

NAME IN MĀORI	NAME IN ENGLISH	SCIENTIFIC NAME
Kōkopu/Hawai	Giant Bully	<i>Gobiomorphus gobioides</i>
Paraki/Ngāiore	Common Smelt	<i>Retropinna retropinna</i>
Piripiripōhatu	Torrentfish	<i>Cheimarrichthys fosteri</i>
Taiwharu	Giant kōkopu	<i>Galaxias argenteus</i>

SHELLFISH

NAME IN MĀORI	NAME IN ENGLISH	SCIENTIFIC NAME
Pipi/Kākahi	Pipi	<i>Paphies australis</i>
Tuatua	Tuatua	<i>Paphies subtriangulata</i> , <i>Paphies donacina</i>
Waikaka/Pūpū	Mudsnail	<i>Amphibola crenata</i> , <i>Turbo smaragda</i> , <i>Zedilom</i> spp

Appendix F: Ngāi Tahu Claims Settlement Protocols

PROTOCOLS issued by the CROWN through the MINISTER OF CONSERVATION regarding THE DEPARTMENT OF CONSERVATION'S INTERACTION WITH NGĀI TAHU ON SPECIFIED ISSUES

1 INTRODUCTION

1.1

The purpose of the Conservation Act 1987 is to manage natural and historic resources under that Act and the Acts in the First Schedule of the Conservation Act. Section 4 of the Conservation Act requires that the Act be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi.

1.2

The Director-General has certain management responsibilities in terms of legislation and can only delegate or share responsibility for decisions s/he makes within the limits of his/her legislation. However, in making such decisions, the Director-General will provide Te Rūnanga the opportunity for input, consistent with section 4, in its policy, planning and decision-making processes on the matters set out in these Protocols.

1.3

These Protocols apply across the Ngāi Tahu Takiwā, which spans five conservancies, and the Southern and Central Regional Offices of the department.

1.4

Both the department and Te Rūnanga are seeking a relationship consistent with the Treaty principle of partnership that achieves, over time, the conservation policies, actions and outcomes sought by both Te Rūnanga and the department, as set out in this document.

2 PURPOSE OF PROTOCOLS

2.1

These protocols are issued pursuant to section 282 of the Ngāi Tahu Claims Settlement Act 1998 and clause 12.12 of the 1997 Deed of

Settlement between the Crown and Ngāi Tahu, which specifies the following:

2.1.1 Definitions

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to Te Rūnanga, which sets out:

- (a) How the Department of Conservation will exercise its functions, powers, and duties in relation to specified matters within the Ngāi Tahu Claim Area; and
- (b) How the Department of Conservation will, on a continuing basis, interact with Te Rūnanga and provide for Te Rūnanga's input into its decision-making process.

2.1.2 Authority to Issue, Amend or Cancel Protocols

Pursuant to section 282 of the Ngāi Tahu Claims Settlement Act 1998, the Minister of Conservation may, from time to time, issue, amend, and cancel Protocols.

2.1.3 Issue of Protocols

On Settlement Date (as defined in section 8 of the Ngāi Tahu Claims Settlement Act 1998) the Crown has agreed through the Minister of Conservation to issue Protocols in this form on the following matters:

- (a) Cultural materials;
- (b) Freshwater fisheries;
- (c) Culling of species of interest to Ngāi Tahu;
- (d) Historic resources;
- (e) Resource Management Act 1991 involvement; and
- (f) Visitor and public information.

2.1.4 Protocols subject to Crown Obligations

Pursuant to Section 283 of the Ngāi Tahu Claims Settlement Act 1998, the Protocols are issued and amended, subject to, and without restriction upon:

- (a) The obligations of the Minister of Conservation and the Department of Conservation to discharge their respective functions, powers, and duties in accordance with existing law and government policy from time to time; and
- (b) The Crown's powers to amend policy, and introduce legislation amending existing law.

This clause is not intended to indicate, and should not be interpreted as indicating, any agreement by Te Rūnanga to any amendment to

policy which would adversely affect the redress provided by the Crown pursuant to the Settlement Deed or the ability of either party to fulfil its obligations expressed in the Settlement Deed.

2.1.5 Noting of Protocols on CMS

Pursuant to section 284 of the Ngāi Tahu Claims Settlement Act 1998:

- (a) The existence of Protocols, once issued, and as amended from time to time, including a definition of Protocols as set out in section 281 of the Ngāi Tahu Claims Settlement Act 1998 and a summary of the terms of issue of Protocols, must be noted in conservation management strategies, conservation management plans and national park management plans affecting the Ngāi Tahu Claim Area; and
- (b) Noting of Protocols pursuant to section 284(1) of the Ngāi Tahu Claims Settlement Act 1998 is for the purpose of public notice only and is not an amendment to the relevant strategies or plans for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

2.1.6 Enforceability of Protocols

Pursuant to section 285 of the Ngāi Tahu Claims Settlement Act 1998:

- (a) The Minister of Conservation must comply with a Protocol as long as it remains in force;
- (b) If the Minister of Conservation fails unreasonably to comply with a Protocol, Te Rūnanga may, subject to the Crown Proceedings Act 1950, enforce the Protocol by way of public law action against the Minister of Conservation;
- (c) Notwithstanding paragraph (b), damages are not available as a remedy for a failure to comply with a Protocol; and
- (d) This clause does not apply to any guidelines which are developed pursuant to a Protocol.

2.1.7 Limitation of Rights

Pursuant to section 286 of the Ngāi Tahu Claims Settlement Act 1998, except as expressly provided in the Deed of Settlement, the Ngāi Tahu Claims Settlement Act 1998, or in a Protocol, a Protocol 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, land held, managed, or administered under the Conservation Act 1987 or a statute listed in the First Schedule of that Act.

3 IMPLEMENTATION AND COMMUNICATION

3.1

The department will seek to establish and maintain communication with Te Rūnanga and its papatipu rūnanga on a continuing basis by:

- (a) Maintaining at the conservancy level, with the assistance of Te Rūnanga, information provided on papatipu rūnanga, their office holders and addresses; and
- (b) Providing reasonable opportunities for Te Rūnanga and papatipu rūnanga to meet with department managers and staff.

3.2

The protocols provide for ongoing implementation of a range of matters, as well as Specific Projects which will require resourcing. It is not intended that all of the Specific Projects listed in these Protocols will be implemented in any one year. Implementation will be over time. Where these Protocols refer to Specific Projects that require resourcing, their implementation will be subject to provision being made in the relevant conservancy business plan. The process for the department implementing any particular Specific Project in a business year will be as follows:

- (a) The department will meet with Te Rūnanga in each conservancy and at Regional level annually to identify priorities for undertaking Specific Projects as listed in these protocols for the upcoming business year;
- (b) The identified priorities will be taken forward by the department into its business planning process at the conservancy and regional levels and considered along with other priorities;
- (c) The decision on whether any Specific Projects will be funded in any business year will be made by the Conservator and the Regional General Manager;
- (d) The department will advise Te Rūnanga of the outcome of this process; and
- (e) Te Rūnanga and the department will then meet again, if required, to finalise a work plan for implementation of the Specific Projects in that business year, in accordance with the resources which have been allocated in the business plan. The department will apply the allocated resources to give effect to that work plan, subject to unforeseen management requirements which may arise from time to time, such as emergencies, adverse weather, staff shortages or reallocation of resources directed by the Minister.

3.3

The department will:

- (a) Meet with Te Rūnanga to review implementation of these Protocols and to deal with the matters in clause 3.2; four times per annum, unless otherwise agreed, in each conservancy, twice per annum at regional level, and at least once per annum at Chief Executive level;
- (b) As far as reasonably practicable, train relevant staff on these Protocols and provide ongoing training as required; and
- (c) As far as reasonably practicable, brief Conservation Board and NZCA members on these Protocols and the Ngāi Tahu Settlement, and provide ongoing information as required.

4 CULTURAL MATERIALS

4.1

For the purpose of these Protocols, cultural materials are defined as:

- (i) Plants, plant materials; and
- (ii) Materials derived from animals, marine mammals or birds, to the extent to which the department holds and is responsible for them, and which are important to Ngāi Tahu in maintaining their culture.

4.2

Current legislation means that generally some form of concession or permit is required for any gathering of cultural materials.

4.3

The department will:

- (a) Have particular regard to Te Rūnanga's cultural use policy (Kawa Hua Taiao) as it relates to the department's activities, and other relevant Te Rūnanga statements of policy produced from time to time.
- (b) Consider requests from members of Ngāi Tahu Whānui for the customary use of cultural materials in accordance with the appropriate legislation.
- (c) Agree, where reasonably practicable, for Ngāi Tahu to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance or culling of species.

- (d) Consult with Te Rūnanga in circumstances where there are competing requests from non-Ngāi Tahu persons or entities for the use of cultural materials, for example for scientific research purposes, to see if the cultural and scientific or other needs can be reconciled before the department makes a decision in respect of those requests.

4.4 Specific projects

The department will, subject to clause 3.2, work with Te Rūnanga to:

- (a) Develop and implement guidelines for each conservancy within the Ngāi Tahu Takiwā that help define levels of customary use of cultural materials, and set conditions, after consideration of tikanga, to be met for gathering;
- (b) Identify local sources of plants and provide advice to Te Rūnanga with respect to the establishment by Te Rūnanga of cultivation sites; and
- (c) Establish departmental cultural materials banks for cultural materials which have come into the department's possession, and guidelines for their use.

5 FRESHWATER FISHERIES

5.1

The department has a statutory role in advocating the conservation of aquatic life and freshwater fisheries generally. Its advocacy for freshwater biota, aquatic habitats and fish passage in all areas is primarily taken via statutory planning processes provided by the Resource Management Act 1991.

5.2

Section 48B of the Conservation Act 1987 (inserted by section 305 of the Ngāi Tahu Claims Settlement Act 1998) provides the power to promulgate regulations providing for customary Māori fishing rights with respect to freshwater fisheries within South Island Fisheries Waters. Pursuant to clause 12.14.11(e) of the Deed of Settlement such regulations are to be promulgated as soon as practicable, and in any event no later than two years after Settlement Date. Besides generally consulting with Te Rūnanga and providing for its participation in the conservation and management of customary freshwater fisheries and freshwater fish habitats, the department will consult with, and have particular regard to the advice of, Te Rūnanga in its capacity as an Advisory Committee appointed under section 56 of the Conservation Act in all matters concerning the management and conservation by the Department of Conservation of Taonga Fish

Species (as defined in section 297 of the Ngāi Tahu Claims Settlement Act 1998) within the Ngāi Tahu Claim Area. This obligation does not derogate from the obligations of the department under section 4 of the Conservation Act 1998 to give effect to the Treaty of Waitangi.

5.3 Advisory Committee

The department will, in relation to the Taonga Fish Species and as far as reasonably practicable, provide the Advisory Committee with all relevant information to enable it to give informed advice, and will meet with the Advisory Committee at conservancy level as necessary to give effect to the Deed of Settlement and the Ngāi Tahu Claims Settlement Act 1998.

5.4 Customary freshwater fisheries regulations

The department will work with Te Rūnanga at regional and conservancy levels to:

- (a) Provide for Te Rūnanga participation in the development and promulgation of customary freshwater fishing regulations by:
 - (i) Establishing a joint working group;
 - (ii) Setting terms of reference for that working group;
 - (iii) Setting timelines for progress; and
 - (iv) Providing information to Te Rūnanga in a timely manner and allowing Te Rūnanga an opportunity to comment.

5.5 Specific

The department will, subject to clause 3.2, work with Te Rūnanga to:

- (a) Develop and implement guidelines for the department with respect to the promotion of compliance with customary freshwater fisheries regulations;
- (b) Develop and implement guidelines for the department with respect to monitoring the efficacy of the customary freshwater fisheries regulations at regular intervals; and
- (c) Develop and implement guidelines for the department with respect to sharing accumulated management information and research data on customary freshwater fisheries with Te Rūnanga.

5.6 Other Matters

The department will work with Te Rūnanga at regional and conservancy levels to provide for active participation by Te Rūnanga in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:

- (a) Seeking to identify areas for co-operation in advocacy, consistent with clause 9, focusing on fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats; and
- (b) Consulting with Te Rūnanga in developing or contributing to research programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements. The department confirms that it regards Te Rūnanga as a possible science provider or collaborator for research projects funded or promoted by the department in the same manner as other potential providers or collaborators.

5.7 Specific Projects

The department will, subject to clause 3.2, work with Te Rūnanga to:

- (a) Conduct research to establish and address ecosystem threats to specified customary freshwater fisheries including barriers to migration, habitat loss and exotic species interaction;
- (b) Contribute to the resolution of eel management issues, in particular, the administration of the fish passage regulations in the Freshwater Fisheries Regulations, the promotion of the installation of effective fish passages where necessary and monitoring of their effects, by participating in discussions with Te Rūnanga and Te Waka a Māui me ona Toka Mahi Tuna; and
- (c) Identify the need for, and where necessary prepare, management plans for freshwater fisheries management.

6 CULLING OF SPECIES OF INTERESET TO NGĀI TAHU

6.1

As part of an integrated management regime, or because a species population has risen to become an ecological pest, it may from time to time be necessary for the department to carry out a cull of a protected species under the Wildlife Act 1953. The department recognises that Te Rūnanga is interested in such operations in the following ways:

- (a) The carrying out of such a cull where the species to be culled is causing or is likely to cause ecological damage to species or habitats of particular significance to Ngāi Tahu;
- (b) The methods to be used in such culls; and

(c) Cultural materials arising from the cull.

6.2

The department will:

- (a) Have regard to any requests initiated by Te Rūnanga for the carrying out of culling operations;
- (b) Consult with, and have particular regard to the views of, Te Rūnanga before deciding to carry out a cull of protected species on land administered by the department, in respect of the reasons for the cull and the method proposed to be used; and
- (c) In situations where either a Fish and Game Council or a Regional Council intend to carry out a cull of protected species or a game bird and the department has a statutory role in the process, request the relevant body to consult with Te Rūnanga before carrying out any such cull.

7 HISTORIC RESOURCES

7.1

The Minister acknowledges the importance to Ngāi Tahu of their wāhi tapu, wāhi taonga and other places of historic significance to them. Liaison with Te Rūnanga is important in the management of those places containing sites of historic and cultural significance to Ngāi Tahu, including places of settlement, horticulture, natural resource harvesting, warfare, communication, and places of cultural and spiritual connection.

7.2

The department notes that non-disclosure of locations of places known to Ngāi Tahu is a practice used by Ngāi Tahu to preserve the sanctity of a place. Respecting the principle of confidentiality brings management difficulties of a particular kind. Where information is not available, management practices which (unintentionally) contravene the cultural value associated with a specific site, may be put in place. Where reasonably practicable, the department will respect the principle of confidentiality that applies to wāhi tapu, wāhi taonga and places of historic significance to Ngāi Tahu. The primary responsibility for identifying and assessing Ngāi Tahu heritage values rests with Te Rūnanga.

7.3

The department will work with Te Rūnanga at regional and conservancy levels to:

- (a) Ensure, as far as reasonably practicable, that Ngāi Tahu values attaching to identified wāhi tapu, wāhi taonga and places of historic significance to Ngāi Tahu managed by the department are respected by the department, for example, by the department giving consideration to impacts from visitor numbers, facilities and services;
- (b) Manage, as far as reasonably practicable, wāhi tapu, wāhi taonga and places of historic significance to Ngāi Tahu according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993;
- (c) Ensure, as far as is reasonably practicable that, when issuing concessions giving authority for other parties to manage land administered by the department, those parties manage the land according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993;
- (d) Have particular regard to relevant Te Rūnanga policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites;
- (e) Ensure, as far as is reasonably practicable, that it uses Ngāi Tahu's cultural information only with the consent of Te Rūnanga; and
- (f) When issuing concessions to carry out activities on the land administered by the department, request that the concessionaire consult with Te Rūnanga before using Ngāi Tahu's cultural information.

7.4 *Specific Projects*

The department will, subject to clause 3.2, work with Te Rūnanga at regional and conservancy levels to:

- (a) Develop and implement guidelines for the identification, inventory and management by the department of wāhi tapu, wāhi taonga and other places of historic significance to Ngāi Tahu that take into consideration the traditional uses and practices of Ngāi Tahu and are, where reasonably practicable, consistent with Ngāi Tahu tikanga;
- (b) Identify and actively protect specified wāhi tapu, wāhi taonga and other places of historic significance to Ngāi Tahu on land administered by the department;
- (c) Develop and implement guidelines for the active protection of wāhi tapu, wāhi taonga and other places of historic significance to Ngāi Tahu;
- (d) Identify co-operative projects covering a range of options for the protection and management of wāhi tapu, wāhi taonga and other places of historic significance to Ngāi Tahu;

- (e) Consult with and seek participation from Te Rūnanga with respect to research, survey or inventory projects that relate specifically to wāhi tapu, wāhi taonga and other places of historic significance to them.

8 VISITOR AND PUBLIC INFORMATION

8.1

In providing public information and interpretation services and facilities for visitors on the land it manages, the department recognises the importance to Ngāi Tahu of their cultural, spiritual, traditional and historic values.

8.2

The department will work with Te Rūnanga at Regional and conservancy levels to encourage respect for Ngāi Tahu values by:

- (a) As far as is reasonably practicable, seeking to raise public awareness of the positive conservation partnerships developed between Te Rūnanga, the department and other stakeholders, for example, by way of publications, presentations and seminars;
- (b) Consulting on the provision of interpretation and visitor facilities (if any) at wāhi tapu, wāhi taonga and other places of historic or cultural significance to Ngāi Tahu;
- (c) Ensuring, as far as is reasonably practicable, that department information on new panels, signs, and visitor publications includes Te Rūnanga perspectives and references to the significance of the sites to Ngāi Tahu, where appropriate, including the use of traditional Ngāi Tahu place names; and
- (d) Encouraging Te Rūnanga participation in the department's volunteer and conservation events programmes.

8.3 Specific Projects

The department will, subject to clause 3.2, work with Te Rūnanga to:

- (a) Develop and implement guidelines on the provision of information and interpretation facilities and services for visitors, so as to identify and consider issues of concern to Te Rūnanga;
- (b) Consider possibilities for Te Rūnanga to contribute to visitor appreciation of the cultural values of sites of cultural and historic significance to Ngāi Tahu managed by the department; and
- (c) Provide information to education providers, including kohanga reo and kura kaupapa Māori, for the development of educational resources on conservation issues and associated Ngāi Tahu values.

9 RESOURCE MANAGEMENT ACT

9.1

Te Rūnanga and the department both have concerns with the effects of activities controlled and managed under the Resource Management Act. These include effects on:

- (a) Wetlands;
- (b) Riparian management;
- (c) Effects on freshwater fish habitat;
- (d) Water quality management
- (e) Protection of historic resources; and
- (f) Protection of indigenous vegetation and habitats.

9.2

From time to time, Te Rūnanga and the department will seek to identify further issues of mutual interest for discussion. It is recognised that their concerns in relation to any particular resource management issue may diverge and that each of them will continue to make separate submissions.

9.3

The department will work with Te Rūnanga at regional and conservancy levels to discuss the general approach that will be taken by each of Te Rūnanga and the department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern.

9.4

The department will:

- (a) Have regard to the priorities and issues of mutual concern identified in clause 9.3(a) in making decisions in respect of advocacy under the Resource Management Act.
- (b) Make non-confidential resource information available to Te Rūnanga to assist in improving the effectiveness of Resource Management Act advocacy work at the Papatipu Rūnanga level.

10 AMENDMENT AND REVIEW PROVISIONS FROM THE DEED

10.1 Pursuant to section 282 of the Ngāi Tabu Claims Settlement Act 1998

- (a) Protocols may be amended or cancelled by the Minister of Conservation, from time to time at the initiative of either the Crown or Te Rūnanga;
- (b) The Minister of Conservation may amend or cancel Protocols only after consulting Te Rūnanga and having regard to its views; and
- (c) As soon as is reasonably practicable after the amendment, or cancellation of a Protocol, the Minister of Conservation must notify such amendment, or cancellation in the Gazette.

Appendix G: Summary of Limits for recreation / tourism concessions in Fiordland National Park or Limits in Specially Protected Areas

VISITOR SETTING	OVERALL NUMBERS	PARTY SIZE RESTRICTIONS	PARTY INTERACTIONS
<i>Takabē Specially Protected Area (Murchison Mountains)</i>			
<i>Non-guided tramping</i>		<i>4 or 6 if approved camping permitted</i>	<i>2 parties /week, 1/day during December, January and February only</i>
<i>Aurora Caves – non guided access</i>		<i>10 plus 2 guides</i>	<i>2 party's per month (plus 2 extra parties for the purpose of public awareness or education)</i>
<i>Aurora Caves – guided access</i>	<i>1 concession only</i>	<i>10 plus 2 guides</i>	<i>1 trip/month</i>
<i>Wilderness Areas</i>			
<i>General excluding guided fishing/bunting guides</i>	<i>Maximum of 5 concessions/wilderness area. Maximum of 10 trips per annum/wilderness area</i>	<i>7 (including guide) – preferably fewer</i>	<i>1 guided party in each wilderness area at any one time.</i>
<i>Guided fishing/bunting</i>		<i>3 (including guide)</i>	<i>1 party per week/wilderness area</i>
<i>Remote</i>			
<i>General – these relate to all remote visitor settings unless specified otherwise</i>			
<i>Excluding kayaking in Doubtful Sound / Patea (refer Doubtful Sound remote setting) and guiding off-tracks</i>		<i>7 (including guide)</i>	<i>1 party per week</i>
<i>Guiding off-tracks</i>	<i>Maximum 5 concessions/remote setting (excluding bunting, fishing)</i>	<i>7 (including guide)</i>	<i>1 party per week</i>
<i>Hunting/fishing</i>		<i>3 (including guide)</i>	<i>1 party per week</i>
<i>Darrens Remote Setting</i>	<i>Maximum of 25 trips/year combined</i>		<i>All trips greater than 3 days duration</i>
<i>Western Remote Setting</i>			
<i>George Sound Track</i>			<i>Encourage encounters that will not exceed more than 5 parties/day.</i>

Doubtful Sound Remote Setting			
Kayaking - access to shore	10 trips/week at Hall Arm campsite 2 trips/week/concessionaire at Crooked Arm campsite 1 trip/week/concessionaire at Olpbert and Camelot campsites	10 (inclusive of guides)	
Southern Remote Setting			
Dusky Track			Encourage encounters that will not exceed more than 5 parties/day.
Backcountry			
General - these relate to all backcountry visitor settings unless specified otherwise			
Using tracks and kayaking		12 people, plus guide	Maximum of 1 party/day
Off-track (excluding guided hunting/fishing and kayaking)	Not more than 10 concessions/visitor setting	7 (including guide)	Maximum of 1 party/day
Hunting/fishing		3 (including guides)	Maximum 1 party/day
Northern Backcountry visitor setting			
Gertrude Saddle	Not more than 11 concessions for guided day walks. Not more than 2000 visitors/ year for concessions.	7 (including guide)	Maximum 1 party/day
Beyond the Gantry in Marian Valley	No more than 16 concessions for guided day walks. Not more than 3000 visitors/year for concessions.	7 (including guide)	Maximum 1 party/day
Manapouri Backcountry visitor setting			
The Monument		7 (including guide)	
Southern Backcountry visitor setting			
Mt Burns and Eldrig Peak	No more than 3 concessions/site	7 (including guide)	1 trip/week/site per concessionaire
High Use Tracks			
Milford Track			
Overnight walkers	Entering the track on any given day = 90 (50 guided/40 independent)		
Guided day walks (during walking season) - Glade Wharf to Clinton Forks	34 visitors/day (including guides)		
Guided day walks (during walking season) - Sandfly Point to Giants Gate	26 visitors/day (including guides)		
Guided walkers outside walking season (overnight and day)	20 visitors/day (including guides)		
Routeburn Track			
Overnight walkers (during the season)	Entering the track on any given day = 92 (68 guided/24 independent)		
Guided day walks from Divide to Lake Marian lookout at Key Summit	20,000 visitors/year		
Guided day walks from the Divide to Lake Howden	Inclusive of the limits for Key Summit.		
Kepler Track			
Overnight walkers	Entering the track on any given day = 89 (77guided/12 independent)		
Guided day walks from Lake Te Anau control gates to Mt Luxmore	20 visitors/day (including guides)		
Guided day walks from Control gates to Brod Bay	90 visitors/day (including guides)		

Hollyford Track		<i>Consistent with backcountry visitor setting</i>	
Hump Ridge Track			
	<i>Entering the track on any given day = 90 (68 guided/24 independent)</i>		
Section 5.13 – Cave and Karst systems			
<i>Luxmore Caves</i>		<i>6 (plus a guide)</i>	

Note:

1. Please note that this table does not replace the provisions contained within Part Five of this management plan. This table is only indicative. Other provisions will apply in terms of consideration of visitor management.

2. Refer to the following sections for further limits on visitor numbers:

- Section 5.3.6.7 - Southern Sounds Historic Sites
- 5.3.9.1 - Milford
- 5.3.9.3 - West Arm/Wilmot Pass/Deep Cove
- 5.5 - Aircraft Access
- 5.6 - Boating and Facilities

Appendix H: Definitions for Visitor Facilities Management

Management Classifications

Decisions for facilities in Southland Conservancy have been made as an outcome of the consultation process. The options for future management are grouped under the 11 headings defined below with the 'maintain by community' option being broken into a further three sub-classifications.

1. Maintain

The facility will continue to be maintained, to the appropriate standard, providing recreation opportunities the same as, or similar to, those currently available. If it is a building or a structure it will be replaced with a similar facility at the end of its useful life.

2. Upgrade - Bring to standard

DOC will bring the asset up to the required standard for the visitor group if it is not currently to the required standard.

3. Replace

A new facility will be built replacing an existing facility that will soon reach the end of its useful life.

4. Upgrade to higher standard

The facility requires upgrading to a higher standard or to a larger size to meet the needs of the main visitor and/or mitigate against visitor impacts.

5. Maintain to lower standard

The facility will be maintained to a lower standard than has previously been the case. Often this will mean continuing to manage to a lower standard because the original standard intended for the facility was too high and never achieved.

6. Remove (and not replace)

Remove the facility (if a structure, sign, hut or building). If a track, remove markers, plant out track entrances and leave the track to revert to a natural state, or assist this process if necessary.

7. Minimal Maintenance

Used for huts and other buildings. The building will be inspected by DOC on a regular cycle. Inspectors will travel with basic tools and equipment and some minor maintenance (that can be done during the regular inspections) will be undertaken. When the building is no longer weatherproof or becomes dangerous or unsanitary, it will be removed, unless there is a community group willing and able to bring it up to standard and maintain it to standard (see Seeking Community Maintenance)

8. Cease maintenance

For tracks, markers will be left until they naturally disappear, but the track will be left to revert to a natural state. Roads are closed to motor vehicles. Car parks, amenity areas and campsites are left to revert to a natural state and any associated buildings or signs will be removed. Signs will be placed at track entrances stating that the track is no longer maintained.

9. Close site/remove all assets

Remove all assets (structures, signs, huts, track markers etc), plant out track entrances and leave the site to revert to a natural state. Closed sites will be removed from all visitor information. Where necessary the site or part of it will be rehabilitated.

10. Other Output Class Management

For facilities receiving very little or no visitor use, the facility will be managed by the Department for other purposes, such as to accommodate pest control staff, to access a biodiversity conservation area or for historic conservation purposes. The facilities will not normally be available for visitor use.

11. Maintain by Community classifications:

Own by DOC but maintain by community

The facility is one DOC believes should be retained. It is one that could realistically be maintained by a club, community group or local authority. The facility may already be maintained by the community. A management agreement should be established if one is not already in place. The funding assumption is that DOC will not cover maintenance costs, but will fund inspections and replacement.

Owned and maintained by the community

The Department currently has a formal agreement in place with a club, community group or local authority to maintain the asset. If, in the future, that agreement falls over, the future of that asset will be determined following consultation with the community.

Seeking community maintenance

The asset currently has no formal agreement in place and is not one that DOC believes it should maintain at all. The facility should only be retained long term if the community agrees to take it on. It is one that realistically could be maintained by a club, community group or local authority. DOC will discuss ongoing maintenance and replacement of the facility with such groups and should establish a management agreement for that maintenance.