



**TŪWHARETOA**  
MAORI TRUST BOARD

March 2017

Tēnā koe,

**CONFIDENTIAL**

**TŪWHARETOA MĀORI TRUST BOARD COMMERCIAL LICENCING – TAUPŌ WATERS**

1. We refer to our negotiations with commercial operators regarding the licencing of commercial activities on Taupō Waters.
2. Despite the time that has passed and the negotiations to date, your company has not yet obtained a licence from the Tūwharetoa Maori Trust Board ("the Board") in relation to your commercial activities on Taupō Waters. The Board has offered licences to your representatives on terms and conditions that have been developed having regard to a range of factors. The Board has varied those terms over the period in which the Board has been in discussions with your representatives. The Board is now comfortable that those terms and conditions are fair and reasonable in the circumstances.
3. We therefore request that a licence be put in place between your company and the Board by no later than **27 March 2017**.
4. In the absence of your company entering into a licence with the Board, please note that the Board does not consent to your company continuing to use Taupō Waters for commercial activities. Accordingly, if your company has not entered into a licence by the above date, we reserve all rights to take appropriate action as is necessary to enforce the Board's rights as owner of Taupō Waters.
5. If you have any questions, please contact Rakeipoho Tairaoa, Commercial Manager, by email [rakei@tuwharetoa.co.nz](mailto:rakei@tuwharetoa.co.nz) or by contacting our office directly.
6. We look forward to hearing back from you.

Ngā mihi,

Topia Rameka  
Chief Executive Officer

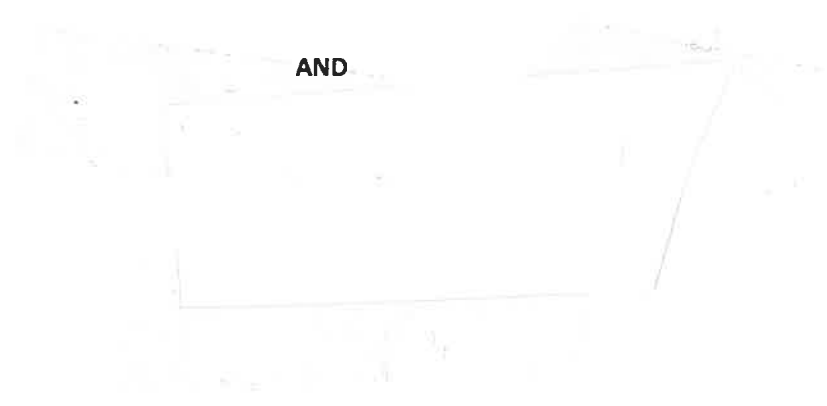


# Deed of Licence in respect of the Taupō Waters

**BETWEEN**

**TŪWHARETOA MĀORI TRUST BOARD**

**AND**



## First Schedule

1.	<b>COMMENCEMENT DATE:</b>	2017
2.	<b>END DATE:</b>	2027 (subject to right of renewal)
3.	<b>RIGHT OF RENEWAL:</b>	This Licence may be renewed for a further term of 10 years from the End Date.
	<b>FINAL END DATE:</b>	2037
4.	<b>LICENCE AREA:</b>	That part of the bed of Taupō Waters outlined in the Third Schedule together with all waterspace and airspace above such bed as is utilised in the Licensee's business.
5.	<b>LICENCE FEE:</b>	<p>\$25,000.00 (plus GST) per annum.</p> <p>The Trust Board agrees to phase-in the Licence Fee for the first four years of the term of the Licence as follows:</p> <ul style="list-style-type: none"> <li>• Year 1 License Fee = \$11,200 (+GST)</li> <li>• Year 2 License Fee = \$11,200 (+GST)</li> <li>• Year 3 License Fee = \$15,800 (+GST)</li> <li>• Year 4 License Fee = \$20,400 (+GST)</li> <li>• Year 5 License Fee = \$25,000 (+GST)</li> </ul> <p>The Licence Fee will be reviewed during the term of this Licence in accordance with the terms set out in the Fourth Schedule.</p> <p>The Licence Fee is to be paid quarterly in advance on the Commencement Date, and the first day of each quarter following the Commencement Date.</p>
	<b>LICENCE FEE REVIEW DATE</b>	1 July 2022 and then every successive 3 years thereafter
6.	<b>GUARANTOR:</b>	N/A
7.	<b>BUSINESS USE:</b>	Operation of two commercial sightseeing and fishing vessels – Ernest Kemp and Top Cat.
8.	<b>PUBLIC LIABILITY INSURANCE:</b>	<p>General Indemnity for an amount not less than \$2,000,000.00</p> <p>Subject to review on each Licence Fee Review Date as set out in the Fourth Schedule.</p>
9.	<b>EXCLUSIVITY:</b>	This Licence is granted on a non-exclusive basis
10.	<b>DEFAULT INTEREST RATE:</b>	15% per annum
11.	<b>COSTS:</b>	N/A
12.	<b>ANNUAL ACTIVITY REPORT:</b>	To better monitor and track, any effects of the Business Use on the Licence Area, the Licensee is required to submit an Annual Activity Report for the previous year (1st July to 30 <sup>th</sup> June) by 31 <sup>st</sup> July each year. The Trust Board will provide the template to the Licensee.



## Office of the Attorney-General

17 AUG 2017

Jamie Ferguson  
Kahui Legal

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Tēnā kōrua

### Taupo Waters and interpretation of the 2007 Deed

I refer to the dispute the Tuwharetoa Maori Trust Board and Lake Taupo commercial operators have regarding the interpretation of the 2007 deed vesting ownership of Taupo Waters in the Trust Board.

I would like to assist the Trust Board and the commercial operators to resolve the dispute, without the matter being litigated in the courts. To that end, I propose that the Crown engage former High Court Judge, John Priestley QC, to facilitate discussions, or conduct a mediation, between the Trust Board and the commercial operators with a view to resolving matters out-of-court.

If it were considered appropriate, the Crown could also be a party to the discussions or mediation. In addition to meeting Mr Priestley's costs, I am also prepared to consider the Crown making a contribution to the parties' legal costs, although I stress that would be dependent on obtaining Cabinet's approval to do so.

Would you please advise me by the end of next week if you are willing to explore this proposal?

Yours sincerely

Hon Christopher Finlayson QC  
**Attorney-General**

*John Priestley QC. Auckland. Not Maori orientated. Leases.*