

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made this 1st day of November 2022

PARTIES

1. Kā Rūnaka (representing Te Rūnanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou and Hokonui Rūnanga) ("Kā Rūnaka")
2. Gibbston Station Limited ("GVS")

WHAKATAKINGA: INTRODUCTION

Kā Rūnaka

- A. Kā Rūnaka represent the relevant Otago hapū that exercise rakatirataka and kāitiakitaka within their respective takiwā. This includes an overlapping area of interest, known as the Queenstown Lakes District, and interest in the GVS site located at Gibbston.

GVS

- B. GVS is a long term owner of land at Gibbston, and wishes to develop that land responsibly.
- C. GVS's land is subject to recently confirmed Resort and Rural Visitor Zones, with some balance land remaining in Gibbston Character Zone. It intends to continue to develop its land consistent with its zoning.

Issues

- D. Kā Rūnaka had promoted, with the support of QLDC, the identification in the PDP of wāhi tūpuna areas, and the management of potential threats to Manawhenua values within those areas, so as to ensure that Manawhenua values are more clearly considered in decision making and activities within identified wāhi tūpuna areas are appropriately managed.
- E. GVS was concerned that the identification of wāhi tūpuna areas over its land would impose an unreasonable burden or constraint in the development of its land.
- F. Kā Rūnaka and GVS have met onsite, and achieved a better understanding of each other's interests.
- G. GVS acknowledges the importance of the area to Manawhenua, and supports early engagement with Kā Rūnaka on behalf of Manawhenua on its plans and any updates to them, whether or not resource consent requirements are triggered.
- H. Kā Rūnaka is generally not opposed to GVS's development plans, subject to a detailed assessment based on merits, and will respond as quickly as it is able to any engagement sought by GVS.
- I. This MOU sets out the principles of engagement in further detail.

AGREEMENT

1. Te aronga: Purpose

- a. This MOU records the principles and objectives underpinning the parties' relationship in respect of the development of GVS's land at Gibbston.

2. **Ngā mātāpono: Principles**

- a. *Kia mau ki te wairua o Te Tiriti o Waitangi*: The parties agree to uphold the spirit of Te Tiriti o Waitangi, as are most relevant to their relationship (recognising that GVS is not a treaty partner), but each respecting, in particular, the principles of:
 - i. partnership;
 - ii. informed decision-making;
 - iii. active protection of rakatirataka, interests and aspirations; and
 - iv. mutual benefit.
- b. *Kia ora mahi tahi ki te whakatutuki kātahi i kā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki kā rōpū*: working in a spirit of co-operation to achieve joint outcomes recognising and acknowledging the mutual benefits that the parties gain from working together.
- c. *Kia whakaute i te motuhaketaka o kā rōpū me ō rātou mana ake, whakahaere, haepapa hoki*: respecting the independence of the parties and their individual mandates, roles and responsibilities.
- d. *Ā, kia whakatūturu te noho haepapa ki kā whakatau me kā mahi kua whakaetia*: Ensuring accountability for agreed decisions and actions.
- e. *Ohorere*: recognising the need for each to respond urgently and meaningfully to the other when requested.

3. **Whāika pāhekoheko: Agreed objectives / outcomes**

- a. a clear understanding of each other's position, priorities, and limitations;
- b. a commitment to enabling the development of GVS's land in a way that meets or is otherwise consistent with the agreed principles; and
- c. an enduring relationship.

4. **Whakawhitiwhiti korero: Communication**

- a. The following people are the agreed principal contacts.

Kā Rūnaka's representative	GVS's representative
Michael Bathgate Senior Planner Aukaha	Brett Giddens Director Town Planning Group
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- b. It is the responsibility of these contact people to:
- i. arrange any necessary meetings;
 - ii. oversee any internal reporting requirements; and
 - iii. communicate on matters of interest to either party.

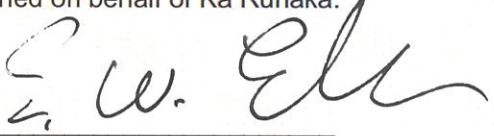
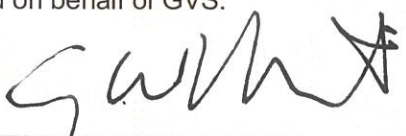
5. **Matatapu: Confidentiality**

- a. Neither of the parties is to disclose any confidential information received from the other to any third party without written consent.

6. **Takawaenga: Dispute resolution**

- a. Any disputes arising from this Memorandum will be settled by full and frank discussion and negotiation between the parties.

This agreement is signed by the following on behalf of their respective organisations.

<p>Signed on behalf of Kā Rūnaka:</p>  <p>Edward Ellison Upoko, Te Rūnanga o Ōtakou (representing Kā Rūnaka)</p>	<p>Signed on behalf of GVS:</p>  <p>Greg Hunt Chief Executive, Gibbston Valley Station</p>
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