



**TE URI O HAU**  
ENVIRONS HOLDINGS LTD



**ENVIRONS HOLDINGS LIMITED  
CULTURAL ASSESSMENT AND MONITORING  
PROTOCOLS & POLICIES 2019**



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1. Te Uri o Hau is a hapu of Ngati Whatua, located in the Northern Kaipara area embraced by the Mangawhai and Kaipara Harbour and coastal marine areas. As consistent with Te Tiriti o Waitangi 1840 (Treaty of Waitangi 1840), international declarations and conventions, Te Uri o Hau estates and territory: statutory area of interest covers the land and coastal marine area in the Northern Kaipara region.
2. It embraces locale north of Wellsford in the south, to Te Arai Point taking in the Mangawhai Heads in the east, to Pikawahine in the north, across to Mahuta on the West Coast and down, including Pouto. The Mangawhai and Kaipara Harbours are inclusive of Te Uri o Hau estates and territory: statutory area of interest extending to the outer limit of the Exclusive Economic Zone (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

**Table 1.1 Te Uri o Hau Estates and Territories: Statutory Area of Interest**



3. Te Uri o Hau Settlement Trust is the legal entity of Te Uri o Hau hapu and whanau, and provides for the environmental, cultural, social and economic well-being. Environs Holdings Limited is the environmental subsidiary of Te Uri o Hau Settlement Trust who is responsible for the implementation of the activities that advance the well-being of Te Uri o Hau hapu and whanau, to their natural resources within Te Uri o Hau estates and territory: statutory area of interest.
4. Te Uri o Hau Claims Settlement Act (2002) provides a number of mechanism enabling Environs Holdings Limited to exercise kaitiakitanga throughout Te Uri o Hau estates and territory: statutory area of interest as follows:
  - a) Protocols with Crown Ministers and their statutory agencies;
  - b) Memoranda of Understanding with regional and territorial authorities;
  - c) Statutory Acknowledgement areas throughout Te Uri o Hau estates and territories: statutory area of interest;
  - d) Deeds of Recognition throughout Te Uri o Hau estates and territories: statutory area of interest;
  - e) The designation of Kirihipi Overlay (Conservation areas) throughout estates and territory: statutory area of interest;
  - f) Working Together document with the Department of Conservation;
  - g) Cultural redress properties returned to Te Uri o Hau; and
  - h) Te Uri o Hau Kaitiakitanga o Te Taiao 2011 (environmental management plan).
5. The association of Te Uri o Hau to historic place, historic area, wahi tupuna, wahi tapu, or wahi tapu area provides for the last remnants / cultural foot prints of Te Uri o Hau cultural, historical and traditional settlement within Te Uri o Hau estates and territory: statutory area of interest. Te Uri o

Hau Cultural Monitoring Protocols and Policies 2015 - 2016 seek to:

- a) Meet the obligations of Article 2 in Te Tiriti o Waitangi 1840 (Treaty of Waitangi 1840) in respect of Te Uri o Hau estates and territories;
- b) Meet obligations to Te Uri o Hau under the Resource Management Act 1991;
- c) Meet obligations to Te Uri o Hau under the Resource Management Amendment Act 2017;
- d) Meet obligations under the Conservation Act 1987 and Reserves Act 1977;
- e) Meet obligations under the Marine and Coastal Area (Takutai Moana) Act 2011;
- f) Meet obligations under the Heritage New Zealand Pouhere Taonga Act 2014;
- g) Meet obligations under National Policy Statements including the New Zealand Coastal Policy Statement 2010 and
- h) Meet obligation under the National Policy Statement for Freshwater 2014;

## 1.1 | WHY CONSULT

1. The Resource Management Act 1991 and associated legislation and regulations establishes principles recognizing the importance of Te Uri o Hau hapu and whanau interests to their estates and territory under Te Tiriti o Waitangi 1840 (Treaty of Waitangi 1840). The Act<sup>1</sup> establishes principles recognising the importance of Maori interests and rights to natural and physical resources. Section 6 of the Act defines matters of national importance in relation to managing the use, development, and protection of natural and physical resources to recognise and provide for the following matters of national importance:
  - a) the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development;
  - b) the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development;
  - c) the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna;
  - d) the maintenance and enhancement of public access to and along the coastal marine area, lakes, and rivers;
  - e) the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga;
  - f) the protection of historic heritage from inappropriate subdivision, use, and development; and
  - g) the protection of protected customary rights.
2. Section 7 of the Marine and Coastal Area (Takutai Moana) Act 2011 recognises, and promotes the exercise of, customary interests of Maori in the common marine and coastal area by providing for the participation of affected iwi, hapu, and whanau in the specified conservation processes relating to the common marine and coastal area; for customary rights to be recognised and protected; and for customary marine title to be recognised and exercised.<sup>2</sup>
3. Heritage New Zealand Pouhere Taonga Act 2014 provides for heritage covenants that may be entered into by Heritage New Zealand Pouhere Taonga with the owner of a historic place, historic area, wahi tupuna, wahi tapu, or wahi tapu area to provide for the protection, conservation, and maintenance of the place, area, wahi tupuna, wahi tapu, or wahi tapu area under Subpart 1 Section 39– Heritage covenants.<sup>3</sup> Subpart 2 of the Act provides for the overarching protection of archaeological sites. Under Section 42 an archaeological site must not be modified or destroyed unless an authority has been granted by the Heritage New Zealand Pouhere Taonga.<sup>4</sup> We recommend that resource consent applicants or their planners check the New Zealand Archaeological Association database or Cultural Heritage Index for known archaeological sites, prior to making an application to Council.

<sup>1</sup> Resource Management Act 1991. New Zealand Government. New Zealand: Wellington.

<sup>2</sup> Marine and Coastal Area (Takutai Moana) Act 2011. New Zealand Government. New Zealand: Wellington.

## 1.2 | WHEN TO CONSULT

Under section 64 of the Te Uri o Hau Claims Settlement Act 2002, Councils are required to send a summary of their resource consent application to Environs Holdings Limited. This is supported by the Te Uri o Hau (Resource Consent Notification) Regulations 2003, Local Government Act 2002 and the Resource Management Act 1991. Further relevant legislation includes:

- a) Te Tiriti o Waitangi 1840 (Treaty of Waitangi 1840);
- b) Burial and Cremations Act 1964;
- c) Coroners Act 2006;
- d) Crown Minerals Act 1991;
- e) Conservation Act 1987;
- f) Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012;
- g) Heritage New Zealand Pouhere Taonga Act 2014;
- h) Local Government Act 2002;
- i) Marine and Coastal Area (Takutai Moana) Act 2011;
- j) Protected Objects Act 1975;
- k) Public Works Act 1981;
- l) Resource Management Act 1991;
- m) Resource Management Amendment Act 2017;
- n) Conservation Act 1987 and Reserves Act 1977;
- o) Marine and Coastal Area (Takutai Moana) Act 2011;
- p) Te Uri o Hau Deed of Settlement 2000;
- q) Te Uri o Hau Claims Settlement Act 2002;
- r) Te Uri o Hau (Resource Consent Notification) Regulations 2003;
- s) Te Uri o Hau Kaitiakitanga o te Taiao 2011;
- t) National Policy Statements;
- u) Regional Policy Statements and Plans; and
- v) Other relevant legislation and policy.

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<sup>3</sup>Heritage New Zealand Pouhere Taonga Act 2014. Subpart 1 39 Heritage covenants. New Zealand Government. New Zealand: Wellington.

<sup>4</sup>Ibid, Subpart 2 – Archaeological sites Section 42.



### 1.3 | WHAT ARE THE KEY INTERESTS FOR ENVIRONS HOLDINGS LIMITED

Domain	Modification/Destruction of
Land	<ul style="list-style-type: none"> <li>✓ Earthworks for forestry tracks, planting and harvesting</li> <li>✓ Earthworks for residential developments, including building platforms, topsoil stripping and access ways</li> <li>✓ Earthworks for stock races or farm tracks, fencing or landscaping</li> <li>✓ Trenching for telephone, power, and waste disposal</li> <li>✓ Road construction</li> <li>✓ Quarrying</li> <li>✓ Building demolition</li> <li>✓ Land Based Mining</li> <li>✓ Deep Sea Drilling</li> </ul>
Air	<ul style="list-style-type: none"> <li>✓ Crematoriums</li> <li>✓ Industry Emissions</li> </ul>
Water	<ul style="list-style-type: none"> <li>✓ Kaipara Harbour and tributaries</li> <li>✓ Mangawhai Harbour and tributaries</li> <li>✓ Activities within 200 metres of the coastal marine area</li> <li>✓ Natural character of the coastal environment</li> <li>✓ Coastal marine area</li> <li>✓ Wetlands</li> <li>✓ Lakes</li> <li>✓ Rivers and their margins</li> <li>✓ Dune lakes</li> <li>✓ Streams</li> <li>✓ Estuaries</li> <li>✓ Aquifers</li> <li>✓ Mahinga kai – places where food is collected</li> </ul>
Biodiversity and Ecology	<ul style="list-style-type: none"> <li>✓ Outstanding natural features</li> <li>✓ Cultural landscapes</li> <li>✓ Cultural sites of significance</li> <li>✓ Areas of significant indigenous vegetation</li> <li>✓ Significant habitats of indigenous fauna</li> <li>✓ Indigenous biodiversity and their ecology systems</li> <li>✓ Flora and Fauna</li> </ul>
Archaeology	<ul style="list-style-type: none"> <li>✓ Culture and traditions</li> <li>✓ Ancestral lands</li> <li>✓ Water</li> <li>✓ Waahi tapu</li> <li>✓ Wāhi tupuna</li> <li>✓ Wāhi tapu area</li> <li>✓ Historic place</li> <li>✓ Historic area</li> <li>✓ Māori schoolhouses</li> <li>✓ Buildings and structures</li> <li>✓ Kainga and fishing villages</li> <li>✓ Prepared Stone quarries</li> <li>✓ Rock art sites</li> <li>✓ Archaeological sites</li> <li>✓ Caves</li> </ul>
Maori Ancestral Land	<ul style="list-style-type: none"> <li>✓ Activity adjacent to or on a Maori reserve,</li> <li>✓ Maori purposes zone</li> <li>✓ Maori land</li> </ul>

Conservation Areas –	<ul style="list-style-type: none"> <li>✓ Kirihipi Overlay (Conservation) Area</li> <li>✓ Pouto Stewardship Conservation Area</li> <li>✓ Manukapua Conservation Area</li> <li>✓ Other Conservation Areas</li> <li>✓ Cultural sites of significance</li> <li>✓ Cultural landscapes</li> <li>✓ Marine Mammals</li> <li>✓ Protected Natural Areas (Conservation)</li> </ul>
Coastal Marine Area Fisheries	<ul style="list-style-type: none"> <li>✓ Maori Oyster Reserves</li> <li>✓ Mangroves</li> <li>✓ Toheroa</li> <li>✓ Scallops</li> <li>✓ Fisheries</li> <li>✓ Indigenous Biodiversity</li> </ul>

## 1.4 | WHAT TO EXPECT

Depending on what is proposed in your consent application / project consultation may involve a combination of the below actions:

- a) Environs Holdings Limited consulting with Te Uri o Hau whanau and hapu to seek approvals for any resource consent application / project;
- b) The undertaking of site visits by Environs Holdings Limited marae kaitiaki; Te Uri o Hau Taumata member; Environs Holdings Limited Manager and/or Environs Operations Officer.
- c) Hui / meetings to discuss tangata whenua views and concerns; and
- d) Environs Holdings Limited Cultural Effects Assessment or Cultural Values Assessment.

## 2 | TE PUTAKE - PURPOSE

To provide cultural monitoring protocols and policies to ensure the protection of natural resources and Te Uri o Hau values within Te Uri o Hau estates and territory: statutory area of interest.

## 3 | E WHAKAARO ANA NGA TIKA HEI TIAKI CULTURAL MONITORING PROCESS

The consent applicant, organization and / or body corporate will take into account Te Uri o Hau Kaitiakitanga o te Taiao 2011 available from Environs Holdings Limited on request.

### 3.1 | PRECOMMENCEMENT OF PROJECT

Te Uri o Hau cultural requirements include pre-consultation between Te Uri o Hau and resource consent applicant, organization and / or body corporate. The applicant will engage the services of Environs Holdings Limited to assess the project by completing the online version of Environs Holdings Limited Agreement for Engagement.

1. Environs Holdings Limited will determine subsequent engagement with consent applicants, organization and / or body corporate which may include site visit and assessment, undertaking desktop reviews of planning documents, site visit inspections, site visits with an archaeologist, subsequent cultural monitoring of historic place, historic area, wāhi tūpuna, wāhi tapu, or wāhi tapu area, cultural effects assessment, desktop reports, and meeting attendance. Environs Holdings Limited acts on the principles of co-operation, mutual understanding and good faith.
2. Where appropriate, at the commencement of any activity / project the applicant will complete a Whakatau Tangata (Cultural Induction) with Environs Holdings Limited representatives. This induction will ensure that all employees, key suppliers and subcontractors are educated on the significance of Te Uri o Hau hapu and whanau cultural and spiritual heritage of the project area. Environs Holdings Limited will advise on values of interest to Te Uri o Hau during the construction process and the appropriate measures to be undertaken should Te Uri o Hau sites of significance and values, or other discovery be encountered.
3. Where required, before earthworks commence in sensitive areas, a Taumata member will undertake

blessings and providing tikanga guidance required for the site. If a Taumata member is unavailable an Environs Holdings Ltd kaitiaki may undertake site blessings for sensitive areas.

### 3.2 | COMMENCEMENT OF PROJECT

The consent applicant / holder, organization and / or body corporate will ensure that 14 working days notice is given at the commencement of any excavation.

1. If a discovery is made, work is to immediately stop in the vicinity of the site. The discovery area is to be encircled (if possible) with pegs and warning tape. This is not to be removed until contact has been made with Environs Holdings Limited and the archaeologist, and that all cultural concerns have been satisfied.

### 3.3 | KAITIAKI REQUIREMENTS

Te Uri o Hau kaitiaki represent their various marae as shown in Table 3.1 Nga Marae Tuturu and Whanau Marae and their relationship to whanau marae within Te Uri o Hau. Plate 3.1 shows the locality of Nga Marae o Tuturu and whanau marae of Te Uri o Hau. Plate 3.2 shows Te Uri o Hau statutory area of interest to the exclusive economic zone.

1. The resource consent applicant / holder, organization and / or corporate body will confirm terms and timeframes with Environs Holdings Limited to engage kaitiaki for the cultural monitoring that is required. Any additional kaitiaki involvement will be at the discretion of Environs Holdings Limited.
2. Environs Holdings Limited are to supply the resource consent applicant, organization and/or body corporate with the contact details of the Te Uri o Hau kaitiaki so they are notified when they are needed on site. The frequency and duration of Te Uri o Hau kaitiaki works will be determined by the criteria between Environs Holdings Limited the resource consent applicant / holder, organization and / or body corporate and the archaeologist.

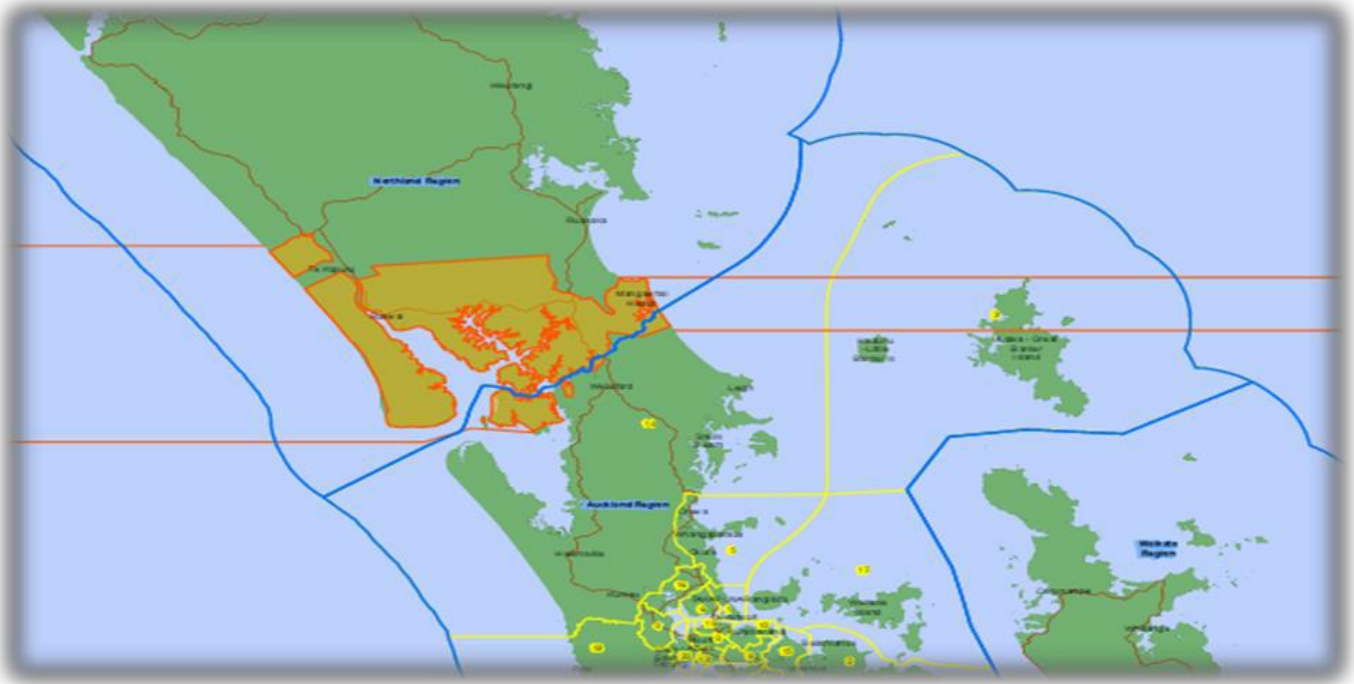
TABLE 3.4 | NGA MARAE TUTURU AND WHANAU MARAE

Tupuna/Ancestral Marae	Otamatea	Waikaretu	Waihaua	Oruawharo
	Te Pounga (Kaiwaka)	Oturei Ripia	Ngatai Whakarongoru Waiohou Waiateo Naumai Parirau Rawhitiroa Te Kowhai	
Whanau Marae				

TABLE 3.5 | NGA MARAE O TE URI O HAU







## 4 | TIKANGA O TE URI O HAU - PROTOCOLS

### 4.1 | LEGISLATION

#### ***Heritage New Zealand Pouhere Taonga Act 2016:***

1. Under Section 3 of the Heritage New Zealand Pouhere Taonga Act 2014 the purpose of the Act is to promote the identification, protection, preservation and conservation of the historical and cultural heritage of New Zealand.
2. Under Section 7 Treaty of Waitangi (Te Tiriti o Waitangi) in order for the Crown's responsibility to give effect to (Te Tiriti o Waitangi) the Heritage New Zealand Pouhere Taonga Act 2014 provides for:
  - a) Section 10, for the appointment , in consultation with the Minister of Maori Affairs at least 3 members to the Board of Heritage New Zealand Pouhere Taonga who are qualified for appointment having regards to their knowledge of te ao Maori and tikanga Maori;
  - b) Sections 13 and 14 that, that Heritage New Zealand Pouhere Taonga –
    - i. Has functions that relate to wahi tupuna, wahi tapu, and wahi tapu areas; and
    - ii. Has the powers to carry out those functions, including the power to be a heritage protection authority under Part 8 of the Resource Management Act 1991.<sup>5</sup>
  - c) Section 22, that Heritage New Zealand Pouhere Taonga has the power to delegate functions and powers to the Maori Heritage Council continue by section 26; and
  - d) Sections 27 and 28 for the functions and powers of that Council to ensure the appropriate protection of wahi tupuna, wahi tapu, and wahi tapu areas; and
  - e) In section 39, for the power of Heritage New Zealand Pouhere Taonga to enter into heritage covenants over wāhi tūpuna, wāhi tapu, and wāhi tapu areas; and
  - f) In sections 46, 49, 51, 56, 57, 62, 64, and 67, for the measures that are appropriate to support processes and decisions relating to sites that are of interest to Māori or to places on Māori land; and
  - g) In sections 66, 68, 69, 70, 72, and 78, for a power for the Council to enter, or to determine

- applications to enter, wāhi tūpuna, wāhi tapu, and wāhi tapu areas on the New Zealand Heritage List / Rārangī Kōrero, and to review or remove such entries; and
- h) In section 74, a power for the Council to make recommendations to relevant local authorities in respect of wāhi tapu areas entered on the New Zealand Heritage List / Rārangī Kōrero under Part 4 and a duty on local authorities to have particular regard to such recommendations; and
  - i) In sections 75 and 82, requirements that the Council (and in section 82, the Minister of Māori Affairs) be consulted in certain circumstances relating to the New Zealand Heritage List / Rārangī Kōrero and the Landmarks list respectively.
3. Section 42 Archaeological sites not to be modified or destroyed (1) unless an authority is granted under section 48, 56(1)(b), or 62 in respect of an archaeological site, no person may modify or destroy, or cause to be modified or destroyed, the whole or any part of that site if that person knows, or ought reasonably to have suspected, that the site is an archaeological site; (2) Subsection (1) applies whether or not an archaeological site is a recorded archaeological site or is entered on – (a) the New Zealand Heritage List/Rārangī Korero under subpart 1 of Part 4; or (b) the Landmarks list made under subpart 2 of Part 4.
  4. Section 45 Application for approval of person to carry out activity Section (2) A person must not be approved to carry out an activity under subsection (1) unless Heritage New Zealand Pouhere Taonga is satisfied that the person – (a) has sufficient skill and competency, is fully capable of ensuring that the proposed activity is carried out to the satisfaction of Heritage New Zealand Pouhere Taonga, and has access to appropriate institutional and professional support and resources; and (b) in the case of a site of interest to Maori (i) has the requisite competencies for recognizing and respecting Maori values; and (ii) has access to appropriate cultural support.

**Resource Management Act 1991:**

Part 8 of the Resource Management Act 1991 Designations and Heritage Orders – Heritage Orders. Section 187 a heritage order means a provision made in a district plan to give effect to a requirement made by a heritage protection authority under section 189 or section 189A. Heritage protection authority under Section 187 (a) (ii) includes the Minister of Maori Affairs acting either on his own or her own motion on the recommendation of an iwi authority; (b) a local authority acting either on its own motion or on the recommendation of an iwi authority; (c) Heritage New Zealand Pouhere Taonga, in so far as it carries out its functions under section 13(1)(i) of the Heritage New Zealand Pouhere Taonga Act 2014; (d) A body corporate that is approved as heritage protection authority under section 188 (d) a body corporate that is approved as a heritage protection authority under section 188.

**4.2 | GENERAL PROTOCOL FOR DISCOVERY OF KOIWI TANGATA (HUMAN REMAINS)**

1. Earthworks should cease in the immediate vicinity while New Zealand Police, Environs Holdings Limited and an archaeologist are contacted.
2. The area of the site will be secured in a way that protects the discovery as far as possible from further damage.
3. Environs Holdings Limited kaitiaki will consult kaumatua to conduct karakia and activities as are appropriate to Te Uri o Hau tikanga, and to remove the discovery if necessary for reburial.
4. Discussion and a decision will be made between Environs Holdings Limited, resource consent applicant, organization and / or corporate body, and archaeologist about whether work will recommence in this area and / or determine protection mechanisms of Maori sites of significance (archaeology).
5. Activity in the area will commence once all parties have formally agreed to it.

**4.3 | PARTICULAR PROTOCOL FOR ARCHAEOLOGICAL FEATURES OR DEPOSITS**

All activity shall cease immediately and Heritage New Zealand Pouhere Taonga shall be notified of the discovery.

1. If the site cannot be avoided, discussion with Environs Holdings Limited and resource consent applicant, organization and / or corporate body about an application for an authority to modify the archaeological site will be made as required under the Heritage New Zealand Pouhere Taonga Act 2014.<sup>6</sup>

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Heritage New Zealand Pouhere Taonga Act 2014; (d) A body corporate that is approved as heritage protection authority under section 188 (d) a body corporate that is approved as a heritage protection authority under section 188.

2. If there is an archaeological site that relates to Maori occupation Environs Holdings Limited must be consulted.
3. An assessment of effects / values on Maori cultural values will be required as part of the authority application.
4. No work can be carried out that will affect the site until 15 working days after an authority has been granted.
5. Any conditions attached to the authority must be complied with. This may include archaeological recording, sampling or more detailed investigation, and the completion of an archaeological report.
6. As part of Te Uri o Hau archaeological conditions, Te Uri o Hau shall require cultural monitoring of all archaeological sites.

#### 4.4 | PARTICULAR PROTOCOL FOR TAONGA

1. The archaeologist will notify the Ministry for Culture and Heritage of the find within 28 days as required under the Protected Objects Act 1975. This can be undertaken through the Auckland War Memorial Museum.
2. The Ministry for Culture and Heritage, in consultation with Environs Holdings Limited will decide on custodianship of the taonga.
3. If the taonga requires conservation treatment (stabilisation), this can be carried out by the Department of Anthropology, University of Auckland and would be paid for by the Ministry. It would then be returned to the custodian or museum.

### 5 | NGA MAHI A NGA KAWENGA – RESPONSIBILITIES AND ROLES

#### 5.1 | APPLICANT / ORGANISATION and/or BODY CORPORATE

***The resource consent applicant, organization and / or corporate body shall:***

1. Identify the need to notify and consult with Environs Holdings Limited regarding their resource consent application and / or project at the pre-construction stage.
2. Sign an agreement for supply of services by Environs Holdings Limited who will define the required Te Uri o Hau kaitiaki to undertake an assessment of the resource application / project.
3. Induct Te Uri o Hau kaitiaki to the site, including health and safety requirements and rules and regulations.
4. Follow protocols and policies outlined in the event of discovering koiwi or taonga.
5. The project archaeologist will be employed by the resource consent applicant, organization and / or corporate body approved by the New Zealand Historic Places Trust under the Heritage New Zealand Pouhere Taonga Act 2014.

#### 5.2 | ENVIRONS HOLDINGS LIMITED

***Environs Holdings Limited will be responsible and ensure that:***

1. Te Uri o Hau Kaitiaki that are affiliated with Environs Holdings Limited are adequately trained to be able to competently undertake site visits, cultural impact assessments, cultural monitoring and site blessings.
2. Te Uri o Hau Kaitiaki that are affiliated with Environs Holdings Limited have appropriate health and safety equipment including Hi Vis garments, hard hats and appropriate footwear supplied by the resource consent applicant, organization and / or corporate body. Health and safety equipment will be returned to the resource consent applicant / holder, organization and / or corporate body on project completion.
3. Te Uri o Hau Kaitiaki that are affiliated with Environs Holdings Limited fulfill the terms and timeframes that are agreed to. Failure to do so will result in an Environs Holdings Limited representative attending on their behalf.
4. Te Uri o Hau Kaitiaki that are affiliated with Environs Holdings Limited are remunerated for their services appropriately and in fairness.
5. Payments is received from the applicant prior to delivery of the Cultural Effects Assessment / Cultural Values Assessment reports.

6. Te Uri o Hau Kaitiaki are paid when payment is received from the resource consent applicant/holder, organization and / or corporate body.
7. Mitigating any negative environmental impacts and further communications between Environs Holdings Limited and the resource consent applicant, organization and / or corporate body needs to occur immediately.

### 5.3 | KAITIAKI

#### ***Te Uri o Hau Kaitiaki who are affiliated with Environs Holdings Limited will be responsible and ensure:***

1. Kaitiaki are present on site for the initial site meeting, any earthworks, to the depth of where the soil is then deemed sterile by the archaeologist.
2. To reach an agreement on the restoration of any impact on the natural environment, or as otherwise agreed to between the resource consent applicant, organization and / or corporate body and Environs Holdings Limited.
3. Kaitiaki will be present on site at the agreed dates and times with the resource consent applicant, organization and / or corporate body and archaeologist.
4. To provide accurate start and finish times and an onsite record whether hand written or by media device of what they observed during the process of any excavation or modification of wahi tapu and wahi taonga.
5. To provide a typed written report and submit any media device information including digital photographs to Environs Holdings Limited.

### 6 | NGA WHAKAUTU – FEES & PAYMENTS

Environs Holdings Limited has set professional fees which are attached and marked Form 2 – EHL Professional Fees.

#### 6.1 | KAUMATUA / KUIA BLESSINGS

Te Uri o Hau Taumata Council (kaumatua and kuia) services expenses will be met by the resource consent applicant, organization and / or body corporate including catering as prescribed in Form 2 – EHL Professional Fees.

#### 6.2 | KAITIAKI AND OTHER ASSOCIATED FEES

1. Te Uri o Hau Kaitiaki that are affiliated with Environs Holdings Limited will be paid at an hourly rate as prescribed in Form 2 – EHL Professional Fees.
2. Kaitiaki fees and expenses will be met by the resource consent applicant, organization and / or body corporate as scheduled in Form 2 – Fee Form.

#### 6.3 | PAYMENT FOR SERVICES

1. The resource consent applicant, organization and / or corporate body will agree to the terms of engagement marked Form 1 – EHL Terms of Engagement.
2. Payments are to be made by resource consent applicant, organization and / or corporate body on receipt of an invoice and prior to receiving the cultural effects assessment and / or cultural values assessment.

### 7 | WHAKAPAI NGA TAUTOHE – DISPUTE PROCESS

1. Issues arising between Te Uri o Hau Kaitiaki and the resource consent applicant, organization and / or body corporate should be immediately raised with Environs Holdings Limited.
2. Environs Holdings Limited, resource consent applicant/holder, organization and / or corporate body and archaeologist agree to informal meetings to discuss issues arising from Environs Holdings Limited Cultural Monitoring Protocols & Policies 2019.
3. Environs Holdings Limited Agreement for Supply of Services is signed in good faith, every attempt will be made by Environs Holdings Limited, kaitiaki, archaeologist and resource consent applicant, organization and / or corporate body to fulfill their responsibilities.
4. Where Environs Holdings Limited, Te Uri o Hau Kaitiaki, archaeologist and resource consent applicant / holder, organization and / or body corporate are unable to fulfill their responsibilities for any reason or there is a dispute that cannot be resolved these matters shall be referred to an Independent Mediator.

## 8 | WHAKAHOUNGA - VARIATION

Environs Holdings Limited Cultural Monitoring Protocols & Policies 2018 are obligatory in respect of any resource consent and / or project that will involve potential disturbance to culturally significant sites (wahi tapu and wahi taonga) within Te Uri o Hau estates and territories: statutory area of interest.

## 9 | AROTAKE - REVIEW

Environs Holdings Limited Protocols & Policies will be reviewed annually in December.

## 10 | WHAKAPA – KEY CONTACTS

### Address for Service

Environs Holdings Limited  
Taitokerau Maori Trust Building, Level 2, 5 Hunt Street, Whangarei 0112  
PO Box 657, Whangarei 0140  
+64 9 459 7001  
Email: [rma@uriohau.co.nz](mailto:rma@uriohau.co.nz)

- **Katie Clark**, Operations Officer, mobile: +64 21 190 2367, email: [kclark@uriohau.co.nz](mailto:kclark@uriohau.co.nz).
  - **Stephen Brown**, Manager, mobile: +64 22 087 7993, email: [sbrown@uriohau.co.nz](mailto:sbrown@uriohau.co.nz)
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**1. Consent / Project**

- a) This confirms the specific details of our agreement for Environs Holdings Limited to supply services to resource consent applicant, organization and / or body corporate.

**2. Background**

- a) Environs Holdings Limited is an environmental subsidiary of Te Uri o Hau Settlement Trust responsible for the implementation of activities that advance the well-being of Te Uri o Hau whanau and hapu within Te Uri o Hau estates and territories: statutory area of interest.
- b) Environs Holdings Limited is the mandated company to deal with environmental matters on behalf of Te Uri o Hau Settlement Trust.

**3. Environs Holdings Limited Cultural Monitoring Protocols and Policies 2019**

- a) Environs Holdings Limited Cultural Monitoring Protocols and Policies 2019 and associated forms outline the terms and conditions of business including scope and nature of the service to be provided, and must be read in conjunction with Environs Holdings Limited terms of engagement.
- b) Environs Holdings Limited Cultural Monitoring Protocols and Policies 2019 and associated forms provides for a consistent approach to undertake cultural monitoring of the environment within Te Uri o Hau estates and territories: statutory area of interest.

**4. Environs Holdings Limited Responsibility**

- a) Environs Holdings Limited is the primary contact and will be responsible for the administration and management of all assessments unless advised otherwise to the resource consent applicant, organization and / or body corporate.
- b) Environs Holdings Limited will determine the scope and sensitivity rating of the resource consent application / project which from time to time may require the assistance of additional Environs Holdings Limited representatives.
- c) Environs Holdings Limited aims to offer an efficient and effective service at all times. Should there be any aspect of our service which the resource consent applicant, organization and / or body corporate is dissatisfied with, your immediate contacts are outlined in Environs Holdings Limited polices and protocols at item 10.

**5. Environs Holdings Limited Cultural Effects Assessment**

- a) Cultural effects assessment or cultural values assessments are required by Environs Holdings Limited where there are sensitive cultural values which may affect Te Uri o Hau whanau and hapu.
- b) Environs Holdings Limited and the resource consent applicant, organization and / or body corporate will collaborate to define terms of reference and an agreement to supply such services for professional fees as outlined in Form 2- EHL Professional Fees.

SENSITIVITY	TE URI O HAU CULTURAL VALUES
Non-Sensitive Activities	Where adverse effects are expected to be minor and will impact on Te Uri o Hau values
Sensitive Activities	Where adverse effects are anticipated to be greater than minor and will impact on Te Uri o Hau values
Highly Sensitive Activities	Where there is a high probability the proposal will result in major adverse effects and will impact on Te Uri o Hau values



## 6. Environs Holdings Limited Other Services

- a) The resource consent applicant, organization and/or body corporate may seek to supply their own service agreement with Environs Holdings Limited.

## 7. Environs Holdings Limited Professional Fees

- a) Environs Holdings Limited professional fees are outlined in Form 2 – EHL Professional Fees.
- b) **Important:** Environs Holdings Limited will release the Cultural Effects Assessment report to the applicant upon payment of invoice.
- c) **Fee Estimate:** The cost of the Cultural Effects Assessment will vary according to the nature and scale of the proposed activity. Approximate fee estimates are as follows:
  - **Desktop Analysis** by Environs Holdings Limited (i.e. if no criteria for requiring a full Cultural Effects Assessment are triggered): Approximately \$300 - \$500 (excluding GST)
  - If criteria are triggered requiring a full **Cultural Effects Assessment** including production of an internally reviewed report (e.g. proposed activity is in close proximity to Wahi Tapu areas): Approximately \$1500 - \$3000 (excluding GST). NOTE: The final charges may vary depending on the scale of the proposal.
  - If a **Ceremonial Blessing** by the Taumata Kaunihera (Te Uri o Hau Taumata Council) is required/requested by the landowner, there is a set fee of \$2500.

SUPPLY FOR SERVICES	RESPONSIBILITY	RATES
<p><b>Administration &amp; Coordination</b></p> <ul style="list-style-type: none"> <li>• Communications with Consent applicant / planner / agency</li> <li>• Coordination of consent site visit, cultural monitoring and site blessings scheduling</li> <li>• Consent Review</li> <li>• Applicant invoicing</li> </ul>	<p><b>Operations Officer Environs Holdings Limited</b></p>	<p>\$90 per hour .77c</p>
<p><b>Consultation</b></p> <ul style="list-style-type: none"> <li>• Consultation with consent applicant / planner</li> <li>• Consultation with regional and territorial agencies</li> <li>• Consultation with Department of Conservation or Ministry of Primary Industries</li> </ul> <p><b>Assessment</b></p> <ul style="list-style-type: none"> <li>• Desktop analysis of resource consent application / project</li> <li>• Review Cultural Effects Assessment</li> <li>• Final report to consent applicant</li> </ul> <p><b>Site Inspection</b></p> <ul style="list-style-type: none"> <li>• Site Inspection of proposed resource consent works</li> </ul>	<p><b>Manager Environs Holdings Limited</b></p> <p><b>Operations Officer Environs Holdings Limited</b></p>	<p>\$110 per hour .77c km</p> <p>\$90 per hour .77c km</p>
<p><b>Consultation</b></p> <ul style="list-style-type: none"> <li>• External consultation with resource consent applicant / planner</li> <li>• Consultation Kaumatua / Kuia</li> </ul> <p><b>Site Inspection</b></p> <ul style="list-style-type: none"> <li>• Site Inspection of proposed consent project</li> </ul> <p><b>Assessment /Research / Reporting</b></p> <ul style="list-style-type: none"> <li>• Reviewing and assessing resource consent information</li> <li>• Reviewing historical information for consent project</li> <li>• Cultural Effects Assessment report</li> </ul>	<p><b>Environs Holdings Limited affiliated Te Uri o Hau Senior Kaitiaki</b></p> <p><b>Te Uri o Hau Taumata Kaunihera</b></p>	<p>\$90 per hour .77c km</p> <p>\$110 per hour .77c km</p>
<p><b>Monitoring</b></p> <ul style="list-style-type: none"> <li>• Monitoring of any proposed earthworks</li> <li>• Monitoring of any proposed earthworks archeological</li> </ul>	<p><b>Environs Holdings Limited affiliated Te Uri o Hau Kaitiaki</b></p> <p><b>Environs Holdings Limited Te Uri o Hau Senior Kaitiaki</b></p>	<p>\$80 per hour .77c km</p> <p>\$90 per hour .77c km (senior kaitiaki)</p>
<p><b>Site Blessings</b> Ceremonial blessings as requested by land owners</p>	<p><b>Te Uri o Hau Taumata Kaunihera</b></p>	<p>Set Fee: \$2500</p>

## AGREEMENT FOR ENGAGEMENT – CULTURAL EFFECTS ASSESSMENT

Between: .....  
 Client (business or individual) Full Name

And: **ENVIRONS HOLDINGS LIMITED**

<b>Contact Name</b>	
<b>Contact Phone Number</b>	
<b>Lot No</b>	
<b>DP</b>	
<b>Physical Address</b>	

**Scope of the services to be provided:**

- a) Environs Holdings Ltd will conduct a desktop analysis of the proposed activity (resource consent application) to determine whether criteria are triggered requiring preparation of a full Cultural Effects Assessment (CEA).
- b) If criteria are triggered then a full CEA will be conducted. The CEA will comprise a site visit and production of an internally reviewed CEA report.

**Programme for the Services:**

- a) Lead time for the project is estimated at 5-10 working days after receipt of signed. Agreement for Engagement. Estimated time to completion of a standard CEA report is 5-10 working days following site inspection (note: this may vary according to the scale and complexity of the assessment). Environs Holdings Ltd will release the CEA report to the applicant within 5 days of payment of invoice.

**Estimated Cost of Assessment:**

- a) Desktop Analysis Only (no criteria for a CEA are triggered) \$300-500 + GST
- b) Full Cultural Effects Assessment \$1,500-\$3,000 + GST

**Payment Terms:**

Payment is to made within 14 days of notification that the CEA report has been completed, unless prior account arranged. A 10% penalty may be applied for late payment and in the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

**Information or services to be provided by the Client:**

A full and complete assessment and report will be provided for the works proposed as they relate to the site details described above for the purposes of the RMA Cultural Effects Assessment. Upon signing this agreement the Client has entered into a formal engagement with Environs Holdings Ltd to provide and perform the services stated within this agreement for engagement.

**Client:**

**Environs Holdings Ltd:**

.....  
 (print name of signatory & title if applicable)

.....  
 (print name)

.....  
 (signature)

.....  
 (signature)

.....  
 (date)

.....  
 (date)