



SIGNED on behalf of the Minister of Conservation by

**John Cumberpatch  
General Manager – Operations Southern**

acting under delegated authority  
in the presence of:

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

A copy of the Instrument of Delegation may be inspected at  
the Director-General's office at 18-32 Manners Street,  
Wellington.

*(Select one only of the following execution clauses and delete  
the other four)*

SIGNED by *[insert name of Concessionaire if an  
individual]* in the presence of:

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Or

SIGNED by *[insert name of Company]* Limited by:

\_\_\_\_\_ Director

\_\_\_\_\_ Director

Or

*NOTE: the following execution clause may only be used if you  
have checked the Company records at the Companies Office  
and have confirmed that the Company has only one Director*

SIGNED by *[insert name of Company]* Limited by its  
Director *[insert name]*:

\_\_\_\_\_

in the presence of:

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Or

SIGNED on behalf of *[insert name of partnership]* by *[insert  
name of authorised signatory]* in the presence of:

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Or

The seal of *[insert name of Incorporated Society]* was affixed  
in the presence of :

\_\_\_\_\_ Authorised Signatory

\_\_\_\_\_ Authorised Signatory

## SCHEDULE 1

### DEFINITION OF CONCESSION ACTIVITY AND RELATED TERMS AND CONDITIONS

|    |  |   |
|----|--|---|
| 1. | <b>Land</b>                                      | <p>All those conservation areas, national parks, lands managed as though they were a national park, reserves (but not reserves vested in administering bodies), wildlife sanctuaries, wildlife refuges, and wildlife management reserves administered by the Department of Conservation in the North Island of New Zealand.</p> <p>The land over which the Concession Activity is authorised being that land identified on the attached DVD dated 1 December 2009, which shows areas of land zoned as:</p> <ul style="list-style-type: none"> <li>• “Permitted” (coloured green)</li> <li>• “Restricted” (coloured yellow)</li> </ul> <p>The activity <b>MUST NOT</b> take place on any land zoned as:</p> <ul style="list-style-type: none"> <li>• “Unclassified” (coloured blue)</li> <li>• “Not Permitted” (coloured red)</li> <li>• New land that has become public conservation subsequent to the issue of this concession .</li> </ul>  |
| 2. | <b>Concession Activity</b><br><i>(clause 1 )</i> | <p>The use of aircraft (whether or not for hire or reward) to carry out one or more of the following activities:</p> <p>(a) the searching for, shooting, or immobilising of deer, pig and goat:</p> <p>(b) The recovery of dead deer, pig and goat or any part of such deer (including velvet), pig and goat for supply to a NZFSA registered processing facility:</p> <p>(c) The recovery of dead deer, pig or goat or any part of such deer (including velvet), pig or goat for the personal consumption of the Concessionaire or its employees)</p> <p>(d) The capture and conveyance of live deer, pig or goat</p> <p>(e) The carriage of persons, supplies, equipment, firearms, ammunition, or other things that may be used for the purposes of paragraph (a) or paragraph (b) or paragraph (c) or paragraph (d):</p> <p><b>BUT EXCLUDING THE FOLLOWING ACTIVITIES</b></p> <p>(1) Live capture or carriage of other species of live wild animals</p> <p>(2) Carriage of any other species of wild animal</p> <p>(3) Carriage of recreational hunters involved with the searching for, shooting or immobilising and recovery of wild animals (e.g. heli-hunting)</p> <p>(4) Carriage of ground-based hunters who are not employees of the Concessionaire</p> <p>(5) Carriage of individuals who are providing a guided hunting service</p> <p>(6) Carriage of any passenger other than employees of the Concessionaire who are engaged in the Concession Activity</p> <p>(7) Subject to ( c ) above the recovery of wild animals for the purpose of personal consumption</p> <p>(8) Recovery of wild animals for trophy mounting purposes</p> |
| 3. | <b>Aircraft type</b><br><i>(clause 54)</i>       | <p>Aircraft make and model:</p> <p>Registration number:</p> <p>Colour:</p>  |
| 4. | <b>Term</b><br><i>(clause 3)</i>                 | Five years commencing on 1 December 2009  |
| 5. | <b>Renewal(s)</b><br><i>(clause 3)</i>           | <i>Nil</i>  |

|    |   |   |
|----|---|---|
| 6. | <b>Final Expiry Date</b><br><i>(clause 3)</i> | 30 November 2014  |
| 7. | <b>Concession Fee</b><br><i>(clause 4)</i>    | \$0.00 per annum plus GST <i>In reliance upon S.17X(f)(i) of the Conservation Act 1987 a Concession Fee is not required</i> |

|     |   |  |
|-----|---|--|
| 8.  | <b>Concession and Management Fee Review Date(s)</b><br><i>(clause 6)</i>            | 1 December 2012  |
| 9.  | <b>Management Fee</b><br><i>(clause 5)</i>  | \$1000 per annum plus GST  |
| 10. | <b>Concession Fee and Management Fee Payment Date</b><br><i>(clauses 4 and 5)</i>   | 1 December annually in advance   |
| 11. | <b>Penalty Interest Rate</b><br><i>(clause 4)</i>                                   | 15% per annum  |
| 12. | <b>Insurance</b><br><i>(To be obtained by Concessionaire)</i><br><i>(clause 16)</i> | <p>A. <u>Types and amounts:</u></p> <p>a) General Public Liability for an amount no less than NZ\$2,000,000 including Forest &amp; Rural Fires Act Extension with this extension having a sub-limit of no less than NZ\$1,000,000.</p> <p>(b) Third Party Motor Vehicle Liability for an amount no less than NZ\$1,000,000.</p> <p>(c) Aviation Legal Liability for an amount of no less than NZ\$2,000,000 including Forest &amp; Rural Fires Act Extension with this extension having a sub-limit of no less than NZ\$1,000,000.</p> <p>B. <u>Other Policies and amounts</u> n/a</p> <p>C. <u>Details of all policies:</u></p> <p>(i) Insurance Company:</p> <p>(ii) Policy number(s):</p> <p>(iii) Date insurance effected:</p> <p>(iv) Date insurance expires:</p> <p>Certificates of Insurance Received: <span style="float: right;">Yes/No <i>[delete as appropriate]</i></span></p> |
| 13. | <b>Addresses for Notices</b><br><i>(clause 39)</i>                                  | The Grantor's address is:<br>Department of Conservation<br>137 Kilmore Street (Level 3)<br>Christchurch 8011<br>Phone: (03) 378-9500<br>Fax: (03) 378-9510 <span style="float: right;">NB: Use street address only</span>  |
|     |   | The Concessionaire's address in New Zealand is:<br><br>_____<br>_____<br>_____<br><br>Phone:<br>Fax: <span style="float: right;">NB: Use street address only</span>  |
| 14. | <b>Special Conditions</b><br><i>(clause 65)</i>                                     | See Schedule 3, 4, 5, 6, 7,  |

**Note:** The clause references are to the Minister of Conservation's Standard Terms and Conditions set out in Schedule 2.

## SCHEDULE 2

### STANDARD CONDITIONS

#### Concession Activity

1. The Concessionaire shall not use the Land for any purpose other than the Concession Activity.
2. The Concessionaire is responsible for the acts and omissions of its directors, employees, contractors or agents. The Concessionaire is liable under this Concession for any breach of the Concession by its directors, employees, contractors or agents as if the breach had been committed by the Concessionaire

#### Term

3. The Concession is for the Term specified in Item 4 of Schedule 1 with the Final Expiry Date as specified in Item 6 of Schedule 1. If there is a right of renewal then the Grantor at the Concessionaire's cost will renew the Term for a further period specified in Item 5 of Schedule 1 provided the Concessionaire has given the Grantor written notice of the Concessionaire's intention to renew this Concession at least three months before the end of the Term which notice is to be irrevocable and at the time notice is given the Concessionaire is not in breach of this Concession. The renewal is to be on the same terms and conditions expressed or implied in this Concession except that the Term of the Concession plus all further terms shall expire on or before the Final Expiry Date which date shall be no later than five years from the date of commencement of this Concession.

#### Concession Fee and Management Fee Review

#### Concession Fee

4. The Concessionaire must pay to the Grantor in advance and in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Dates specified in Items 7 and 10 of Schedule 1. If payment is not made within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.

#### Management Fee

5. The Concessionaire must pay to the Grantor in advance and in the manner directed by the Grantor the Management Fee plus GST on the Management Fee Payment Date specified in Items 9 and 10 of Schedule 1. If payment is not made within 14 days of the Management Fee Payment Date then the Concessionaire is to pay interest on the unpaid Management Fee from the Management Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.
6. The Concession and Management Fee will be reviewed by the Grantor on the Review Date specified in Item 8 of Schedule 1. Both parties are to agree on the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the review. If the parties cannot so agree then the provisions of clauses 33 to 37 inclusive of Schedule 2 apply.

#### Protection of Environment

7. Except for the purposes that are approved by virtue of this Concession or except as otherwise approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Land; or
- (b) bring any plants, animals, or firearms on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land;

8. The Concessionaire must:

- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Concession Activity
- (b) not light or permit to be lit any fire on the Land.
- (c) not store or permit to be stored fuels or other combustible materials on the Land without the written permission of the Grantor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996;
- (d) comply with any of the Grantor's requirements for fire warning and safety equipment and for fire fighting equipment to be kept on the Land at all times.

9. The Concessionaire must immediately report to the Grantor any act in contravention of clauses 7 and 8 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Grantor with details of the circumstances surrounding such incidents.

Health and Safety

10. The Concessionaire will exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession.

11. (a) The Grantor may at any time during the Term require the Concessionaire to prepare a safety plan, the Grantor may require the Concessionaire to have the safety plan audited and certified by a suitably qualified person approved by the Grantor. The Grantor may also require the Concessionaire to forward a copy of the safety plan, or where it is audited a copy of the safety plan so certified by the auditor that the safety plan is suitable for the Concession Activity.

(b) If the Concessionaire amends or replaces the safety plan then within 5 working days of the amendment or replacement plan taking effect the Concessionaire must supply the Grantor with a copy of the amended or replacement plan and where the plan had been audited under clause 11(a) supply a certificate from the auditor that the safety plan is suitable for the Concession Activity.

(c) Receipt of the audited safety plan by the Grantor does not in any way limit the obligations of the Concessionaire under Clause 8 and is not to be construed as implying any responsibility or liability on the part of the Grantor.

(d) Where a safety plan has been required the Concessionaire must comply with the safety plan and any authorised amendments to it.

12. The Concessionaire must notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.
13. The Concessionaire must:
  - (a) take all reasonable steps to protect the safety of all persons present on the Land in the vicinity of the Concession Activity; and
  - (b) take all reasonable steps to eliminate any dangers to the public of which the Concessionaire is aware; and
  - (c) report all accidents or incidents of whatever nature, and whether or not the subject of an official search and rescue operation, to the Grantor and shall supply at the Grantor's request a report in writing of any such accident or incident. The Grantor may suspend this Concession pending the result of any enquiry into the cause of an accident or incident and if, in the opinion of the Grantor, the enquiry reveals that a reasonable standard of safety was not maintained and/or the Concessionaire or the Concessionaire's servants, employees or agents were negligent then the Grantor may terminate this Concession. The Concessionaire shall at the request of the Grantor make available any of the Concessionaire's directors, employees, servants or agents who in the opinion of the Grantor might assist any such enquiry.

#### Indemnities and Insurance

14. The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, or clients or otherwise caused as a result of its carrying out the Concession Activity on the Land.
15. This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
16. Without prejudice to or in any way limiting its liability under clause 14 the Concessionaire must take out and keep in force during the Term:
  - (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
    - (i) general indemnity for a sum not less than the amount specified in Item 12 of Schedule 1; and
    - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 12 of Schedule 1; and
  - (b) Third party vehicle liability for the amounts specified in Item 12 of Schedule 1.
  - (c) Aviation liability for the amounts specified in Item 12 of Schedule 1.
  - (d) Such other policy or policies of insurance against any other liability or for such other sums which the Grantor specifies in Item 12 of Schedule 1.
17. With respect to clause 14 the Concessionaire must provide copy certificates of currency for the policies of insurance before commencing the Concession Activity and on each renewal of them.
18. Without prejudice to any other provision of this Document the Concessionaire will indemnify the Grantor against all damage or loss resulting to the Grantor from any act or omission on the part of the Concessionaire or the Concessionaire's employees, agents, or contractors, while carrying out the

Concession Activity:

19. The Concessionaire is to recompense the Grantor for all expenses incurred by the Grantor in making good any damage to the Land or the property of the Grantor resulting from such act or omission.
20. The Grantor will not be liable and does not accept any responsibility for damage to or interference with the Concession Activity or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to the clause 21, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors;
21. Where the Grantor is found to be liable due to a wilful act or omission, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures and facilities.
22. Notwithstanding anything else in clauses 13 and 19 neither the Grantor nor the Concessionaire is liable for any indirect or consequential loss howsoever caused.

Temporary Suspension

23. The Grantor may temporarily suspend this Concession if, in the opinion of the Grantor, there is a temporary risk to public safety or the safety of the Department's staff or the safety of other Concessionaires whether arising from natural events such as earthquake, Land slip, volcanic activity, or flood or whether arising in any other way including the activities of the Concessionaire, its employees, clients or invitees.
24. If in the opinion of the Grantor the activities of the Concessionaire, its directors, employees, and contractors are having or may have an adverse effect on the environment and the Grantor is of the opinion that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, the Grantor may suspend this Concession until the Concessionaire remedies, avoids or mitigates the adverse impact to the satisfaction of the Grantor.
25. The Grantor may suspend this Concession while the Grantor or any other enforcement agency investigates any of the circumstances contemplated in clauses 23 and 24. The Grantor may also suspend this Concession while the Grantor or any other enforcement agency investigates any:
  - (a) Potential breach of the terms of this Concession, or
  - (b) Possible offence by the Concessionaire, its directors, employees or agents under the Conservation Act 1987, or any of the Acts mentioned in the First Schedule of that Act, or
  - (c) Possible offence by the Concessionaire, its directors, employees or agents under any other Act relevant to the Concession Activity.
26. Suspension may, at the sole option of the Grantor be either immediate or after such time as the Grantor allows. Advice of such suspension may be given to the Concessionaire either orally (followed by a written confirmation as soon as is reasonably practicable) or by notice in writing.
27. During any period of temporary suspension the Concession Fee and Management Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
28. The Grantor may suspend the Concession either in whole or in part for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession
29. The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under clauses 23, 24 and 25 including loss of profits.

## TERMINATION

30. The Grantor may terminate this Concession by 5 working day's notice to the Concessionaire or immediately where a breach of clauses, 8, 9, 10 or 11 has occurred or clause 30 (d) applies. Advice of such termination may be given to the Concessionaire either orally (followed by a written confirmation as soon as is reasonably practicable) or by notice in writing if:
- (a) the Concession Fee or Management Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
  - (b)
    - (i) the Concessionaire breaches any terms of this Concession; and
    - (ii) the Grantor has notified the Concessionaire in writing of the breach; and either
      - A If the Grantor considers that the breach is capable of remedy, and requires that it be remedied by the Concessionaire, and the Concessionaire does not rectify the breach in the manner and in the time period notified by the Grantor; or
      - B Advises the Concessionaire that the Grantor considers that the breach is not capable of remedy
  - (c) the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the services provided by the Concessionaire are inadequate including failing to recover a reasonable number of animals without justification; or
  - (d) the Concessionaire or any of its directors or employees is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Health and Safety in Employment Act 1992; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Civil Aviation Act 1990; or any other Act relevant to the Concession Activity; or
  - (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
  - (f) there is, in the opinion of the Grantor, a permanent risk to public safety or the environment whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, Land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Document on the part of the Concessionaire.
31. If the Grantor terminates the Concession under clause 30 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.
32. The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

Dispute Resolution

33. If a dispute arises between the parties in connection with this Concession the parties will, without

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34. prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
35. If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996. The number of arbitrators is to be one and the place of arbitration is New Zealand. Any costs of arbitration are to be shared equally unless the arbitrator determines otherwise.
36. If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
37. The arbitrator must include in the arbitration award reasons for the determination.
38. The decision of the Disputes Tribunal or of the arbitrator shall be final, subject to any remedies available to either party under the Disputes Tribunal Act 1988 or Arbitration Act 1996

#### Assignment

39.
  - (a) The Concessionaire is not to transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person other than the Concessionaire) without the prior written consent of the Grantor. The Grantor may in the Grantor's discretion decline any application for consent under this clause.
  - (b) Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
  - (c) If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sub licensee, or assignee a covenant to be bound by the terms and conditions of this Document.
  - (d) The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
  - (e) Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

#### Notices

40. Any notice to be given under this Document which is required to be in writing will be made by personal delivery, fax or by pre paid post to the receiving party at the address or fax number specified in Item 13 of Schedule 1. Any such notice will be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of fax, on the date of dispatch;
  - (c) in the case of post, on the 3<sup>rd</sup> working day after posting.

### Costs

41. The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Document or any renewal, extension or variation of it.
42. The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

### Consent

43. Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.

### Compliance

44. The Concessionaire will comply where relevant:
  - (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1997, or any general policy statement made under the Conservation Act 1987, or any general policy statement made under the Conservation Act 1987; Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
  - (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
  - (c) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity.
45. The Concessionaire must comply with all conditions imposed by the Grantor in granting this Document and within three working days of a request in writing by the Grantor supply the Grantor with such evidence of compliance.
46. A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 43 (a) will be deemed to be a breach of this Concession.
47. A breach or contravention by the Concessionaire of any legislation affecting or relating to the Land or affecting or relating to the Concession Activity will be deemed to be a breach of this Concession.
48. A breach or contravention by the Concessionaire of any notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity will be deemed to be a breach of this Concession.

49. The Concessionaire and any pilot, of the aircraft identified in the Concession document (Schedule 1, Item 3), shall hold the applicable aviation document and privileges to conduct the Concession Activity under the Civil Aviation Rules and must comply with any Civil Aviation law requirements applying to the Concession Activity.

Specific Conditions Relating to the Concession Activity

50. This Concession does not confer on the Concessionaire the right to use huts or other public facilities on the Land in priority to other users of the Land.
51. The Concessionaire must not capture or kill any wild animal with a radio tracking device attached by a neck collar. If an animal with a collar is accidentally shot the collar should be returned to the nearest Department of Conservation Office
52. The Concessionaire shall not discharge a firearm during the hours of darkness or conduct spotlighting operations or use night vision sights or other related equipment.
53. The Concessionaire when requested by the Grantor shall supply to the Grantor details of the Concession Activity within the timeframe specified by the Grantor at the time of the request.
54. Before commencing the Concession Activity the Concessionaire must obtain Concessionaire Identification cards from the Grantor. The Concessionaire, its employees and any person acting under the authority of the Concession must carry and display a Concessionaire Identification card when carrying out the Concession Activity. The Concessionaire must obtain sufficient cards to ensure all its employees and people acting under the authority of the concession can carry and display such cards when undertaking the Concession Activity. The Grantor will supply replacement cards to the Concessionaire on a cost recovery basis.
55. The Concessionaire shall only use aircraft specified in Clause 3 of Schedule 1 of this Concession Document to conduct the Concession Activity. The Concessionaire shall notify the Grantor of any changes to the aircraft make, aircraft model, aircraft registration, or aircraft colour(s) before carrying out the Concession Activity in any other aircraft.
56. The Concessionaire shall adhere to the Environmental Care Code and Water Care Code set out in Schedule 6 while conducting the Concession Activity.
57. The Concessionaire shall be responsible for ensuring that the Concessionaire operates only within the boundaries of the Land.
58. The Concessionaire shall comply with all guidelines and notices put out by Biosecurity New Zealand regarding measures to avoid spreading the pest organism *Didymosphenia geminata* and or any other pest organism identified during the term of this concession. Refer to Schedule 7 ([www.biosecurity.govt.nz](http://www.biosecurity.govt.nz))
59. Subject to compliance with CAA Rules, the Grantor may send any officer of the Department of Conservation to observe any of the activities authorised by this Concession for the purpose of assessing the effects of the Concession Activity.
60. The Concessionaire must avoid, where possible, overflying tramping routes, tracks and other visitor facilities.
61. The Concessionaire must where a helicopter is used in carrying out the Concession Activity adhere to the Helicopter Association International “Fly Neighbourly” Guide at all times.

62. The Concessionaire shall contact and familiarise themselves with procedures of any relevant aircraft user group such as the Mount Cook and Westland National Parks User Group.
63. The Concessionaire shall not have priority use of any landing site located on the Land and may only land if such landing site is clear of other users including recreationalists. If other aircraft users are present on the sites the pilot may land only if no hazard is caused and if Civil Aviation Authority regulations are complied with.

#### Land Exclusions

64. The Concessionaire acknowledges that the Grantor in his or her discretion may at any time, on giving prior written notice to the Concessionaire, exclude any area of the Land from use under this Concession by the Concessionaire where the Grantor considers it is necessary to do so for any reason and the Grantor shall notify the Concessionaire of its reason for so doing accordingly. The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of any action being taken under this Clause 62, including loss of profits.
65. Where in the Grantor's opinion the reason for excluding the area of the Land ceases to apply and there is no other reason for continuing to exclude the area from the Concessionaire's use, the Grantor shall reinstate the area for use by the Concessionaire under this Concession.

#### Special Conditions

66. Special conditions, if any, are set out in Schedules 3, 4, 5, 6 and 7

#### The Law

67. This Document shall be governed by New Zealand law.

### SCHEDULE 3

#### **SPECIAL CONDITIONS – NORTH ISLAND: DEER , PIG AND GOAT CARCASS RECOVERY AND LIVE DEER, PIG AND GOAT CAPTURE**

1. During the term the Concessionaire must continue to have an identified New Zealand Food Safety Authority (NZFSA) certified supplier(s) documented within their operational manual(s).
2. During the term the Concessionaire must hold a current supply contract, for the supply of deer carcasses, with a registered NZFSA processor. Evidence of a current supply contract, for the supply of deer carcasses, with an approved NZFSA processor must be provided to the Grantor annually on the anniversary date of this permit. A relevant supply contract must remain current whenever the concession activity is undertaken and the Grantor may seek confirmation of this from either the Concessionaire or the nominated processor.
3. During the term the Concessionaire must hold a current supply contract, for the supply of pig and goat carcasses, with a registered NZFSA processor. Evidence of a current supply contract, for the supply of pig and goat carcasses, with an approved NZFSA processor must be provided to the Grantor annually on the anniversary date of this permit. A relevant supply contract must remain current whenever the concession activity is undertaken and the Grantor may seek confirmation of this from either the Concessionaire or the nominated processor.
4. The Concessionaire shall not take any wild animal that has been hunted or killed in an area defined within the Department of Conservation Pesticide Summaries where it specifies “pesticides have been laid”.
5. The Concessionaire authorises the Grantor to contact the NZFSA primary processor to update any relevant changes to any supply agreement if required.
6. The Concessionaire authorises the Grantor to obtain from any primary processor all supplier declarations and/or GPS records of animals presented (including numbers of animals, locations where animals were recovered from, types and species of wild animal) individually by the Concessionaire to the processing plant, and the day-to-day manager of the game processing plant is hereby authorised to supply such information to the Grantor. The Grantor would request this information for either compliance or management purposes only. Subject to the Official Information Act the Grantor will not supply this information to any third party other than any relevant regulatory or enforcement agency.
7. The Concessionaire authorises the Grantor to obtain from any primary processor GPS records of animals presented by the Concessionaire to that primary processor (including numbers of animals, locations where animals were recovered from, species of wild animal) in a summarised form, on an annual basis, the factory manager of the primary processor is authorised to supply such information to the Grantor. The Grantor may supply this information to third parties if requested.
8. The Concessionaire shall record a GPS flight track log of all flights conducted under this concession and stored in line with NZFSA regulations. Recording at an interval of no greater than one track log waypoint every 10 seconds.
9. The Concessionaire shall record all GPS waypoints of all animals shot or captured while conducting this activity under this Concession and shall retain such data for the duration of this

Concession. One waypoint recorded is to equal one animal shot in line with NZFSA specifications or captured.

10. The Concessionaire shall within 3 working days of receiving a request in writing from the Grantor supply the Grantor, for compliance purposes, with any specified Global Positioning System (GPS) flight track logs recorded by the concessionaire under this Concession.
11. The Concessionaire shall within 3 working days of receiving a request in writing from the Grantor make available to the Grantor, for compliance purposes, the Concessionaire's Global Positioning System (GPS) waypoints of all animals shot and recovered for sale to a primary processor and a requirement of the New Zealand Food Safety Authority.
12. Live deer can only be conveyed to locations in accordance with the Deer Farming Notice No.5, 2008, or any subsequent amendment to that notice.

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## **SCHEDULE 4**

### **Permitted Zones Roar and Christmas Closure Periods**

The Concession Activity must not take place on the land marked in green on the attached DVD dated 1 December 2009 during the following periods:

1. North Island:
  - a. Roar period: 15 March – 30 April (annually)
  - b. Christmas period: 22 December – 15 January (annually)

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## SCHEDULE 5

### **'RESTRICTED ZONES' WITH SPECIAL CONDITIONS OVER THE LAND**

(marked as yellow on attached DVD dated 1 December 2009)

In carrying out the Concession Activity the Concessionaire must comply with the following Special Conditions:

The restrictions upon the Concession Activity in the Roar and Christmas Closure Period specified in Schedule 4 shall apply to the lands below unless otherwise stipulated to the contrary in the Parts A-J below.

### **NORTH ISLAND**

#### **PART A. Waikato Conservancy**

1. The Concessionaire shall not conduct the Concession Activity during period 1 April to 31 July (inclusive) annually in:
  - Awaroa Swamp Wetland Management Reserve
  - Lake Kopuera Wildlife Management Reserve
  - Lake Rotongaro Wildlife Refuge
  - Lake Waikare Wildlife Management Reserve
  - Lake Whangape Wildlife Management Reserve
  - Conservation Area Kopuku Stream
  - Conservation Area Lake Ohinewai
  - Conservation Area Lake Rotokawau
  - Conservation Area Lake Waikare
  - Conservation Area Te Kauwhata
  - Conservation Area Waikato River and Waikato River Islands
  - Meremere Pa Historic Reserve
  - Island Block Recreation Reserve
  - South Shore Recreation Reserve
2. The Concessionaire shall advise the Area Manager (email, [maniapotoao@doc.govt.nz](mailto:maniapotoao@doc.govt.nz) or fax 07 878 1051), of the proposed date, area, machine type/colour/registration details when conducting the Concession Activity in the Maniapoto Area including Pureora Forest Park and the Western King Country.

#### **PART B. Tongariro/Taupo Conservancy**

1. The Concessionaire shall only conduct the Concession Activity in the permitted area of Kaimanawa Forest Park during the period 1 June to 31 October (inclusive).
2. The Concessionaire shall only conduct the Concession Activity in the authorised area of Tongariro National Park during the period 1 May to 31 October (inclusive).
3. The Concessionaire shall provide prior notification of the intention to operate within the authorised area of Tongariro National Park to the Area Manager, Ruapehu based at Private Bag, Whakapapa Village, Mount Ruapehu. Ph (07) 892 3729 or fax (07) 892 3814.

### **PART C. East Coast Bay of Plenty Conservancy**

1. The Concessionaire shall not conduct the Concession Activity in the Awarua Conservation Area during the period 1 July to 31 December annually.
2. Wild Animal Recovery Operations are permitted in Waipunga, Kokamoka and Whirinaki Forest Park, with the exclusion of the north block of the park. Wild Animal Recovery operations are not permitted during the period 15 March – 30 April and 20 Dec - 31 January inclusive annually within the permitted areas above.
3. The concessionaire acknowledges that the Whirinaki Forest Park is subject to a Treaty of Waitangi grievance claim; and that the concession activity may be terminated in the Whirinaki Forest Park. Where the concession activity is terminated in the Whirinaki Forest Park as a result of the land being required for the settlement of that claim, no compensation is payable to the concessionaire and the concessionaire agrees that it has no claim in law or equity or what so ever against the Grantor.
4. The Concessionaire shall not conduct the Concession Activity in these areas (marked in red on the attached DVD dated 1 December 2009):
  - That part of Whirinaki Forest Park known as “The exclusion area around Minginui Village,”
  - Kaimai-Mamaku Forest Park,
  - Lake Tarawera Scenic Reserve,
  - Lake Okataina Scenic Reserve,
  - Rotoehu Conservation Area,
  - All Department of Conservation administered areas within the Tauranga Area,
  - All Department of Conservation administered areas within the Rotorua Lakes Area.
  - The catchment areas of Lakes Waikaremoana and Waikareiti, and the Galatea Foothills of Te Urewera National Park.
  - Raukumara Forest Park (aka Raukumara Conservation Park): East of the Motu River and west of the Raukumara Conservation Area.
5. The following areas are closed to this activity (marked in red on the attached DVD dated 1 December 2009):
  - a. The proposed Ruakituri Wilderness Area within Te Urewera National Park (unless the Grantor has issued a proviso authorising this area open for the Concession Activity for specified periods).
  - b. **NOTE:** The Raukumara areas have been withdrawn from the national WARO concession permit in order to implement a trial of contracted, performance based, aerial shooting and recovery operations.

### **PART D. Wanganui Conservancy**

1. The Concessionaire shall not conduct the concession activity:
  - in the part Ruahine Forest Park (including part Ruahine Forest (West) Conservation Area) during the period 1 December – 30 April (inclusive) annually.
  - in the Part Whanganui National Park in the area defined as ‘The River Trench’ during the period 1 October – 30 April (inclusive) annually.

### **PART E. Wellington Hawke’s Bay Conservancy**

1. The concessionaire shall not conduct the concession activity in the Ruahine Forest Park during the period 1 December-30 April (inclusive) annually.

- a. **The Concessionaire shall not conduct the Concession Activity without first notifying the Field Centre Supervisor based at Ongaonga, Phone (06) 856 6808 or Fax (06) 856 6709.**
2. The following areas are closed to this activity.
- a. The Triplex/Waipawa area, Tamaki to Wharite Peak – south eastern ranges of the Ruahine Forest Park.
  - b. The Sunrise Hut area of the Ruahine Forest Park (see map)
  - c. The Kashmir Road area of the Ruahine Forest Park (see map)

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## SCHEDULE 6

### Environmental Care Code

#### **Protect Plants and Animals**

Treat New Zealand's forest and birds with care and respect. They are unique and often rare.

#### **Remove Rubbish**

Litter is unattractive, harmful to wildlife and can increase vermin and disease. Plan your visits to reduce rubbish, and carry out what you carry in.

#### **Bury Toilet Waste**

In areas without toilet facilities, bury your toilet waste in a shallow hole well away from waterways, tracks, campsites and huts.

#### **Keep Streams and Lakes Clean**

When cleaning and washing, take the water and wash well away from the water source. Because soaps and detergents are harmful to water life, drain used water into the soil to allow it to be filtered. If you suspect the water may be contaminated, either boil it for at least three minutes, or filter it, or chemically treat it.

#### **Take Care With Fires**

Portable fuel stoves are less harmful to the environment and are more efficient than fires. If you do use a fire, keep it small, use only dead wood and make sure it is out by dousing it with water and checking the ashes before leaving.

#### **Camp Carefully**

When camping, leave no trace of your visit.

#### **Keep to the Track**

By keeping to the track, where one exists, you lessen the chance of damaging fragile plants.

#### **Consider Others**

People visit the back-country and rural areas for many reasons. Be considerate of other visitors who also have a right to enjoy the natural environment.

#### **Respect Our Cultural Heritage**

Many places in New Zealand have a spiritual and historical significance. Treat these places with consideration and respect.

#### **Enjoy Your Visit**

Enjoy your outdoor experience. Take a last look before leaving an area; will the next visitor know that you have been there?

Protect the environment for your own sake, for the sake of those who come after you, and for the environment itself.

### Water Care Code

#### **Find Out First**

Find out and follow the regulations governing recreational use of waterways and access. They are designed to minimise conflict between users and protect everyone's health and safety.

#### **Stay on Established Tracks and Use Existing Facilities**

By using existing facilities, where these are provided, you run less chance of disturbing wildlife and damaging riverbanks and foreshores.

#### **Take Care of Your Gear**

Careless use of equipment can harm wildlife and other users.

#### **Remove Rubbish**

Litter is unattractive, harmful to wildlife and pollutes water. Plan your visit to reduce rubbish, and carry out what you carry in.

#### **Dispose of Toilet Waste Properly**

Improper disposal of toilet waste can contaminate water, damage the environment and is culturally offensive. Use disposal facilities where provided or bury waste in a shallow hole at least 50 metres away from waterways.

#### **Be Careful with Chemicals**

Use chemicals sparingly, and refuel with care. Dispose of cooking or washing water well away from the source.

#### **Respect Our Cultural Heritage**

Many New Zealand waterways have special cultural, spiritual or historical values. Treat these places with consideration and respect.

#### **Take Only the Food You Need**

When taking food from the sea or freshwater, don't overdo it. Sustain life in our waterways by taking only what you need and no more than the legal limit.

#### **Consider Plants and Animals**

Remember we are only visitors to water environments. Other animal and plant species live there all the time.

#### **Consider Other People**

Respect other visitors ... everyone has the right to enjoy the environment in safety.

## SCHEDULE 7

### Didymo (and other freshwater pests) prevention guidelines

#### Stop the spread

Didymo is an invasive freshwater alga that can form massive blooms, smothering rocks, submerged plants and other material. Didymo is made up of cells that cannot be seen with the naked eye until large colonies form. It can take only one live didymo cell to be transported to a nearby waterway for didymo to become established.

Didymo is an unwanted organism under the Biosecurity Act, 1993. Under the Act, it is illegal to release, spread, sell or breed unwanted organisms. There is a \$100,000 fine or five years imprisonment for people caught doing so.

To ensure you do not spread didymo, wherever possible restrict equipment, vehicles, boats, clothing and other items for exclusive use in a single waterway.

The Concessionaire shall:

1. Before entering a waterway, ensure all equipment, clothing and vehicles that have been in contact with another waterway, have been decontaminated for didymo in accordance with the cleaning methods listed below.
2. When leaving a waterway, ensure all equipment, clothing and vehicles that have been in contact with the waterway, have been decontaminated for didymo in accordance with the cleaning methods listed below.
3. Not move fish, plants, rocks and other river/lake items between waterways.
4. Ensure felt-soled footwear is not worn in any waterway.

#### Cleaning methods - didymo

|   |   |
|---|---|
| <p><b>CHECK:</b> Before you leave a river or lake, remove all obvious clumps of algae and look for hidden clumps—leave them at the affected site. If you find any later, treat and put in rubbish. Do not wash down drains.</p> | <p><b>CLEAN:</b> There are several ways to kill didymo. Choose the most practical treatment for your situation which will not adversely affect your gear.</p> |
|---|---|

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|--|----|--|
| <b>Non-absorbent items</b>   |    |  |
| <p><b>Detergent:</b> soak or spray all surfaces for at least one minute in 5% dishwashing detergent or nappy cleaner (two large cups or 500 mls with water added to make 10 litres);</p> | OR | <p><b>Bleach:</b> soak or spray all surfaces for at least one minute in 2% household bleach (one small cup or 200 mls with water added to make 10 litres);</p> |

|   |  |   |
|---|--|---|
| <p><b>Absorbent items</b> require longer soaking times to allow thorough saturation.</p>  | <p><b>Hot water:</b> soak for at least 40 minutes in hot water kept above 45 °C; OR</p>  | <p><b>Freezing any item</b> until solid will also kill didymo.</p>  |
| <p><b>Hot water:</b> soak for at least one minute in very hot water <b>kept above</b> 60 °C (hotter than most tap water) or for at least 20 minutes in hot water <b>kept above</b> 45 °C (uncomfortable to touch).</p>  | <p><b>Hot water plus detergent:</b> soak for 30 minutes in hot water kept above 45 °C containing 5% dishwashing detergent or nappy cleaner; OR</p> | <p><b>NOTE:</b> The thicker and denser the material, the better it will be at holding moisture and live cells, the slower it will be to dry out and the more difficult it will be to soak completely with cleaning solutions.</p> |
| <p><b>DRY:</b> Drying will kill didymo, but slightly moist didymo can survive for months. To ensure didymo cells are dead by drying, the item must be <b>completely dry</b> to the touch, inside and out, then left dry for at least another 48 hours before use.</p> | <p><b>If cleaning or drying is not practical, restrict equipment to a single waterway.</b></p>   | <p><b>To report a suspected find of didymo, please call 0800 80 99 66</b></p>   |

NB: When decontaminating equipment for didymo, it is recommended that you:

- Soak porous materials long enough to ensure cleaning solution has gone right through the item before soaking for the required decontamination time and choose a decontamination solution that will not adversely affect your equipment.
- Follow manufacturer's safety instructions when using products and dispose of cleaning waste well away from waterways.

The above didymo decontamination measures are sourced from the MAF Biosecurity New Zealand website

[www.biosecurity.govt.nz/didymo](http://www.biosecurity.govt.nz/didymo)

Please visit this site for further information or instructions on cleaning methods for specific activities.