



## Concession Document (Lease and Licence)

Concession Number: 109883-SKI

**THIS DOCUMENT** is made this   fifth   of   April   2024

### **PARTIES:**

**Minister of Conservation** (the Grantor)

**Pure Tūroa Limited** (the Concessionaire)

### **BACKGROUND**

- A.** The Department of Conservation (“Department”) *Te Papa Atawhai* is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B.** The Department is under the control of the Grantor.
- C.** The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D.** The Grantor administers Land in Schedule 1 as public conservation lands.
- E.** The conservation legislation applying to the Land authorises the Grantor to grant a concession over the Land.
- F.** Prior to the date of this Concession, Ruapehu Alpine Lifts Limited held a concession enabling it to operate the Tūroa Skifield pursuant to a concession licence 48601-SKI. The concession activities approved in this Concession must not commence until the Minister has accepted a surrender of 48601-SKI.
- G.** The Concessionaire wishes to carry out the Concession Activity on Land subject to the terms and conditions of this Concession.
- H.** Maunga Ruapehu remains sacred to all iwi and hapū of the region. The Grantor acknowledges the following groups have cultural interests and responsibilities with the Maunga and the Tongariro National Park: Ngāti Rangi, Te Korowai o Wainuiārua, Ngāti Tūwharetoa, Ngāti Hāua and Patutokotoko. It is noted that Te Pou Tupua and Ngā Tangata Tiaki have responsibilities under Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 in relation to some waterways on Maunga Ruapehu.
- I.** The Grantor acknowledges the Tūroa whānau considers the name Tūroa to be its taonga.
- J.** The Concessionaire and Grantor acknowledge the Tūroa Ski Area is within the catchments of the Whanganui and Whangaehu rivers and that Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 and the Ngāti Rangi Claims Settlement Act (and the respective Deeds of Settlement) apply and impose particular obligations on the Crown and the Department.

These obligations extend, where applicable, to the exercise of statutory functions, powers, and duties in relation to this Concession.

- K.** Treaty settlement negotiations have also resulted in the settlement of claims for Ngāti Tūwharetoa, and negotiations with Ngāti Hāua and Te Korowai o Wainuiārua are awaiting final conclusion and legislation. Ngāti Hikairo claims were resolved through the Ngāti Tūwharetoa settlement. Treaty settlement negotiations in relation to the Park were excluded from the individual settlements and are at their very early stages and will be part of collective negotiations with iwi and hapū of the region. The Concessionaire acknowledges that the Land may be the subject of Treaty of Waitangi claims.
- L.** The parties wish to record the terms and conditions of this Concession and its Schedules.

#### **OPERATIVE PARTS**

- M.** In exercise of the Grantor's powers under the conservation legislation the Grantor **GRANTS** to the Concessionaire a **LEASE AND LICENCE** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Concession and its Schedules.



SIGNED by **THE HONOURABLE TAMA POTAKA,**

The Minister of Conservation

in the presence of:



Witness Signature:

Witness Name: Harry Evans

Witness Occupation: Private Secretary

Witness Address: 4.3L Executive Wing,  
Parliament Buildings, Wellington.



SIGNED for **Pure Tūroa Limited** by:

Director

Gregory Ronald Hickman

AND



SIGNED for **Pure Tūroa Limited** by:

Director

Cameron Mills Robertson

## SCHEDULE 1

1.	<p><b>Land</b> (clause 1 of Schedule 2)</p>	<p>The areas of land within the Tongariro National Park outlined on <b>Maps 1 to 6 of Schedule 4</b>.</p> <p>Physical Description/Common Name: Tongariro National Park (Conservation Unit Number: C60011)</p> <p>Land Status: Held as National Park under section 4 of the National Parks Act 1980</p> <p><b>The Land is comprised of the Lease Land, and the Licence Land which are more particularly described below.</b></p> <p><b><u>Lease Land</u></b></p> <p>Those parts of the Land measuring approximately 2.23 hectares (22,291m<sup>2</sup>) in total whose general locations are depicted in <b>Maps 1 to 6 of Schedule 4</b> and which are more particularly described in <b>Table 4.1</b> of Schedule 4 as being leased. The size of each leased area is set out in column 4 of the Schedule 4.1 Table.</p> <p><b><u>Licence Land</u></b></p> <p>That part of the Land measuring approximately 475.30 hectares and which is generally comprised of the skiable terrain, base plaza area, vehicle parks <b>as shown on Maps 1 to 6 of Schedule 4</b> but excluding the Lease Land.</p>
2.	<p><b>Concession Activity</b> (clause 2 of Schedule 2)</p>	As itemized in Schedule 3, clause 1.
3.	<p><b>Term</b> (clause 4 of Schedule 2)</p>	<p>The period commencing on the later of:</p> <ul style="list-style-type: none"> <li>(a) The final execution of this Concession; or</li> <li>(b) The date on which concession 48601-SKI is surrendered;</li> </ul> <p>and expiring on 4 April 2034</p>
4.	<p><b>Renewal(s)</b> (clause 4 of Schedule 2)</p>	Not applicable
5.	<p><b>Final Date Expiry</b></p>	4 April 2034

	(clause 4 of Schedule 2)	
6.	<b>Concession Fee</b> (clause 5 of Schedule 2)	<p><b>(a) Concession Activity Fee:</b>  ██████ of Gross Annual Revenue (derived from all activities authorised under this Concession) plus GST.</p> <p>AND</p> <p><b>(b) Concession Management and Compliance Monitoring Fee:</b>  ██████ per annum plus GST</p>
7.	<b>Environmental Monitoring Contribution</b> (clause 10 of Schedule 2)	Where relevant, the actual and reasonable costs incurred by or on behalf of the Grantor and, during the first three years, the Environmental Monitoring Contribution will not, alone or in combination, exceed the Administrative Fee Cap described in <b>Special Condition 130</b>
8.	<b>Community Services Contribution</b> (clause 7 of Schedule 2)	Such sums as may be notified from time-to-time by the Grantor in accordance with section 17ZH of the Conservation Act 1987.
9.	<b>Total Payment to be made</b> (clause 5 of Schedule 2)	<p><b>Concession Activity Fee</b> (Item 6);</p> <p>AND</p> <p>the <b>Concession Management and Compliance Monitoring Fee</b> (Item 6);</p> <p>AND</p> <p>the <b>Community Services Contribution</b> (if any) (Item 8)</p> <p>AND</p> <p>A sum not exceeding ██████ (plus GST) for the first 3 years in respect of the <b>Administrative Fees</b>, the Administrative Fees being a collective description for the following items:</p> <ul style="list-style-type: none"> <li>(a) The <b>Environmental Monitoring Contribution</b> (if any) (Item 7)</li> <li>(b) Costs associated with the <b>Year-3 Review</b> as invoiced by the Grantor in accordance with <b>Special Condition 73</b>;</li> <li>(c) Costs associated with the <b>Cultural Impact Assessment</b> as invoiced by the Grantor pursuant to <b>Special Condition 92</b>; and</li> </ul>

		(d) Costs associated with the <b>Cultural Monitoring Plan</b> as invoiced by the Grantor pursuant to <b>Special Condition 106</b>
10.	<b>Total Payment instalment(s)</b> (clause 5 of Schedule 2)	As per Item 9 above
11.	<b>Concession Fee Payment Date(s)</b> (clause 5 of Schedule 2)	<p><b>(a) Concession Activity Fee and Concession Management and Compliance Monitoring Fee</b> (Item 6):</p> <p>are payable in arrears for each Concession Year (or part-year) and is due on or before the payment date specified by the Grantor in the Grantor's invoices.</p> <p><b>(b) Community Services Contribution</b> (Item 8):</p> <p>is payable in accordance with notices received from the Grantor pursuant to section 17ZH of the Conservation Act 1987.</p> <p><b>(c) The Administrative Fees:</b></p> <p>are payable on or before the date specified in the Grantor's invoices.</p>
12.	<b>Penalty Interest Rate</b> (clause 5 of Schedule 2)	Double the current Official Cash Rate (OCR) <u>See Reserve Bank of New Zealand website</u>
13.	<b>Concession Fee Review Date(s)</b> (clause 6 of Schedule 2)	On the dates that are 3, 6 and 9 years from the commencement of the Concession.
14.	<b>Insurance</b> (To be obtained by Concessionaire) (clause 13 of Schedule 2)	<p>Types and amounts:</p> <p>Public Liability Insurance for:</p> <p>(a) General indemnity for an amount no less than \$2,000,000.00; and</p> <p>(b) Third party vehicle liability for an amount no less than \$500,000.00; and</p> <p>(c) Aviation Legal Liability for an amount no less than \$1,000,000.00</p> <p>(subject to review in accordance with <b>clause 13</b>).</p>
15.	<b>Health and Safety</b>	An Audited Safety Plan is required ( <b>clause 14(3)</b> ).

	(clause 14 of Schedule 2)	
16.	<b>Concessionaire Identification</b> (clause 32 of Schedule 2)	Concessionaire Identification Cards are required.
17.	<b>Addresses for Notices</b> (clause 25 of Schedule 2)	<p>The Grantor's address for notices:</p> <p>Physical Address:  Department of Conservation  Level 1, John Wickliffe House  265 Prince Street  Ōtepoti/Dunedin 9016</p> <p>Postal Address:  PO Box 5244  Dunedin 9054</p> <p>Phone: (03) 477 0677  Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a></p>
		<p>The Concessionaire's address in New Zealand is:</p> <p>Physical Address:  17 Goldfinch Street,  Ohakune, 4625</p> <p>Postal Address:  C/- Peter Sygrove, Todd &amp; Walker Law,  Level 2,  36 Grant Road,  Frankton,  Queenstown, 9371</p> <p>Phone: [REDACTED]  Email: [REDACTED]</p>
18.	<b>Guarantee</b> (clause 30 of Schedule 2)	Not required

19.	<b>Special Conditions</b> (clause 35 of Schedule 2)	See Schedule 3
20.	<b>Processing Fee</b> (clause 5 of Schedule 2)	To be advised separately by the Department of Conservation

Note: Unless otherwise stated, the clause references in column 2 are to the Grantor's Standard Terms and Conditions of Lease and Licence set out in Schedule 2.



## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF LEASE AND LICENCE

#### 1. Interpretation

1.1 In this Document, unless the context otherwise requires:

“**Land**” means the Lease Land and Licence Land described in Item 1 of Schedule 1.

“**Lease Land**” means the Land described as Lease Land in Item 1 of Schedule 1.

“**Licence Land**” means the Land described as Licence Land in Item 1 of Schedule 1.

1.2 Where the Grantor's consent or approval is expressly required under a provision of this Concession, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.

1.4 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.

1.5 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and **clause 25** is to apply.

1.6 The covenants and powers contained in Part 2 of Schedule 3 of the Property Law Act 2007 are not to be implied in this Concession and are expressly negated.

**2. What is being authorised?**

- 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.
- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees and contractors if the Grantor so requests.
- 2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

**3. What about quiet enjoyment?**

- 3.1 The Concessionaire, while paying the Concession Fee and performing and observing the terms and conditions of this Concession, is entitled, exclusively and peaceably to hold and enjoy the Lease Land and any structures and facilities of the Grantor upon or within the Lease Land without hindrance or interruption by Grantor or by any person or persons claiming under the Grantor until the expiration or earlier termination of this Concession.
- 3.2 Provided reasonable notice has been given to the Concessionaire the Grantor, its employees and contractors may enter the Lease Land to inspect the Lease Land and facilities on or within the Lease Land, to carry out repairs and to monitor compliance with this Concession.

**4. How long is the Concession for – the Term?**

- 4.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
- 4.2 If there is a right of renewal then the Grantor at the Concessionaire's cost must renew the Term for a further period as set out in Item 4 of Schedule 1 provided the Concessionaire:
  - (a) gives the Grantor at least three month's written notice before the end of the Term, which notice is to be irrevocable, of the Concessionaire's intention to renew this Concession; and
  - (b) at the time notice is given in accordance with this clause the Concessionaire is not in breach of this Concession.
- 4.3 The renewal is to be on the same terms and conditions expressed or implied in this Concession except that the Term of this Concession plus all further renewal terms is to expire on or before the Final Expiry Date.

**5. What are the fees and when are they to be paid?**

- 5.1 The Concessionaire must pay the Processing Fee (Item 20 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.

- 5.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee and any other payment comprised in the Total Payment specified in Item 9 of Schedule 1 in the instalments and on the Concession Fee Payment Date specified in Items 10, and 11 of Schedule 1.
- 5.3 If the Concessionaire fails to make payment 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 12 of Schedule 1.

## 6. When can the fee be reviewed?

- 6.1 The Grantor is to review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) The Grantor must commence the review not earlier than 6 months before a Concession Fee Review Date by giving notice to the Concessionaire.
  - (b) Subject to **clause 6.1(e)** the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
  - (c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee, the new Concession Fee is to be determined in accordance with **clause 6.2(a) or (b)**.
  - (d) If the Concessionaire does not give notice to the Grantor under **clause 6.1(c)** the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
  - (e) Notwithstanding **clause 6.1(b)** the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
  - (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.
- 6.2 Immediately after the Concessionaire gives notice to the Grantor under **clause 6.1(c)** the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:
- (a) By one party giving notice to the other requiring the new Concession Fee to be determined by the Disputes clause (**clause 23**) or, if the parties agree,
  - (b) by registered valuers acting as experts and not as arbitrators as follows:
    - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.

- (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
  - (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
  - (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
  - (v) In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Land.
  - (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
  - (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
  - (d) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
    - (i) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under **clause 6.1** having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
    - (ii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in **clause 6.1**.

**7. Are there any other charges?**

- 7.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.
- 7.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 7.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum

to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

- 7.4 Where the Grantor or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the Grantor the amount specified in Item 8 of Schedule 1 as part of the Total Payment specified in Item 9 of Schedule 1 on the Concession Fee Payment Dates specified in Item 11 of Schedule 1.

## **8. When can the Concession be assigned?**

- 8.1 The Concessionaire must not 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 (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 8.2 The Grantor may, in the Grantor's discretion, decline any application for consent under **clause 8.1**.
- 8.3 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.
- 8.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 8.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 8.6 If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.

## **9. What are the obligations to protect the environment?**

- 9.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.
- 9.2 The Concessionaire must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 9.3 The Concessionaire must not, without the Grantor's prior consent, store hazardous materials on the Land nor store other materials on the Land where they may obstruct the public or create a nuisance.
- 9.4 If directed by the Grantor, the Concessionaire must take all steps necessary to control, or, at the Grantor's option, contribute to the cost of controlling any

pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the Grantor, engage a pest exterminator approved by the Grantor.

- 9.5 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
- 9.6 The Concessionaire must keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the Grantor the Concessionaire must paint all structures and facilities in colours approved by the Grantor and with paints of a type approved by the Grantor.
- 9.7 If, during the Term, the Concessionaire removes a structure or facility from the Land the Concessionaire must, unless the Grantor directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.
- 9.8 The Concessionaire must not bury:
  - (a) any toilet waste within 50 metres of a water source on the Land; or
  - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

## **10. What about Environmental Monitoring?**

- 10.1 The Concessionaire must, during the Term, if the Grantor so directs, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.
- 10.2 If the Grantor does not issue a direction under clause 10.1 the Concessionaire must, during the Term, pay to the Grantor the annual Environmental Monitoring Contribution specified in Item 7 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

## **11. When can new structures be erected or land alterations occur?**

- 11.1 The Concessionaire must not erect, alter or bring on to the Land any structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the Grantor. The Concessionaire acknowledges that, where appropriate, the Grantor will inform relevant iwi and hapū and may consult them prior to reaching a decision.
- 11.2 In giving approval under **clause 11.1** the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 11.3 The Concessionaire must pay to the Grantor all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
- 11.4 The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before:

- (a) erecting new structure or altering any structure on the Land
- (b) altering the Land in any way.

- 11.5 The Concessionaire must, at all times where a building warrant of fitness under the Building Act 2004 is required, display a copy of the relevant current certificate showing the location of the compliance schedule in a place in each building (as defined in that Act) on the Land to which users of the building have ready access.
- 11.6 The Concessionaire must keep and maintain all building systems and any structure on the Land in accordance with the, requirements of any compliance schedule.
- 11.7 The Concessionaire must retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 2004 a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two-year period.

## **12. What about advertising?**

- 12.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 12.2 If directed by the Grantor, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.
- 12.3 If directed by the Grantor, the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.
- 12.4 The Concessionaire is encouraged to obtain information from and have regard to the views of relevant iwi and hapū.

## **13. What are the liabilities and who insures?**

- 13.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
- 13.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 13.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 13.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance

or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.

- 13.5 Despite anything else in **clause 13** the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 13.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to **clause 13.7**, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 13.7 Where the Grantor is found to be liable in accordance with **clause 13.6**, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 13.8 Despite anything else in **clause 13** the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 13.9 Without prejudice to or in any way limiting its liability under this **clause 13** the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 14 of Schedule 1 with a substantial and reputable insurer.
- 13.10 After every three-year period of the Term the Grantor may, on giving 10 working days' notice to the Concessionaire, alter the amounts of insurance required under **clause 13.9**. On receiving such notice, the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 13.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
  - (b) a copy of the current certificate of such policies.



## 14. What about Health and Safety?

- 14.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession and with any safety directions of the Grantor.
- 14.2 The Concessionaire must create a comprehensive and suitable health and safety management plan (Safety Plan) to address all aspects of the Concession Activity and must provide a copy of it to the Grantor prior to commencing the Concession Activity.
- 14.3 Within [6] months of the date of this Concession, the Concessionaire must:
- (a) have its Safety Plan audited by a suitably qualified person approved by the Grantor and forward to the Grantor a certificate from the auditor certifying that the plan is suitable for the Concession Activity; and
  - (b) the Concessionaire must obtain from the auditor details as to when the Safety Plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 14.4 For any Concession Activity that is subject to the Health and Safety at Work (Adventure Activities) Regulations 2016, proof of registration with WorkSafe New Zealand will satisfy the Grantor's requirement under **clause 14.3(a)**.
- 14.5 If the Concessionaire amends or replaces the audited Safety Plan then, before the amendment or replacement plan takes effect, the Concessionaire must comply with **clause 14.3(a) and (b)**.
- 14.6 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current Safety Plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 14.7 Receipt of the Safety Plan by the Grantor does not in any way limit the obligations of the Concessionaire under **clause 14** and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 14.8 The Concessionaire must:
- (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
  - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
  - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
  - (d) Report to the Grantor all accidents involving a notifiable event reportable to WorkSafe in accordance with the Concessionaire's Safety Plan and applicable legislation; and
  - (e) Notify the Grantor within 3 days of providing a report to WorkSafe;

- (f) Provide to the Grantor a complete copy of the internal investigation report resulting from notifiable health or safety events within 60 days of the event occurrence; and
- (g) Provide to the Grantor, at the Grantor's request, any weekly or monthly reports generated by the Concessionaire and derived from the Concessionaire's accident reporting database.
- (h) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as **clause 14**;
- (i) be satisfied that facilities or equipment provided by the Grantor to enable the Concession Activity to be carried out meets the safety requirements of the Concessionaire;
- (j) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps to ensure that the material or equipment is treated with due and proper care.

**15. What are the compliance obligations of the Concessionaire?**

15.1 The Concessionaire must 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 1977, 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 Concession takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953, Climate Change Response Act 2002 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 and Wildlife Act 1953 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; and
- (d) with all Department signs and notices placed on or affecting the Land; and
- (e) with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Land.

15.2 The Concessionaire must comply with this Concession.

15.3 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 15.1.(a)** is deemed to be a breach of this Concession.

- 15.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.
- 15.5 If the Legislation requires the Grantor to spend money on the Grantor's own structures, facilities or land alterations on the Land, the Grantor may charge, in addition to the Concession Fee, a sum (or sums) as are reasonable and proportionate in the circumstances and which reflect the amounts spent (or to be spent) by the Grantor.
- 15.6 If the Legislation requires the Grantor to spend money on structures, facilities or land alterations on the Land which the Grantor considers unreasonable, the Grantor may determine this Concession and any dispute as to whether or not the amount is unreasonable is to be determined in accordance with **clause 23**.

**16. What if the Grantor's structures or facilities are damaged or destroyed**

- 16.1 If the Grantor's structures or facilities or any portion of them are totally destroyed or so damaged:
- (a) as to render them untenable, the Concession is to terminate at once; or
  - (b) as, in the reasonable opinion of the Grantor, to require demolition or reconstruction, the Grantor may, within 3 months of the date of damage or destruction, give the Concessionaire 1 month's notice to terminate and a fair proportion of the Concession Fee and Other Charges is to cease to be payable according to the nature and extent of the damage.
- 16.2 Any termination under clause 16.1 is to be without prejudice to the rights of either party against the other.
- 16.3 If the Grantor's structures or facilities or any portion of them are damaged but not so as to render the premises untenable and:
- (a) the Grantor's policy or policies of insurance have not been invalidated or payment of the policy monies refused in consequence of some act or default of the Concessionaire; and
  - (b) all the necessary permits and consents are obtainable; and
  - (c) the Grantor has not exercised the right to terminate under clause 16.1,
- the Grantor must, with all reasonable speed, apply all insurance money received by the Grantor in respect of the damage towards repairing the damage or reinstating the structures or facilities; but the Grantor is not liable to spend any sum of money greater than the amount of the insurance money received.
- 16.4 Any repair or reinstatement may be carried out by the Grantor using such materials and form of construction and according to such plan as the Grantor thinks fit and is to be sufficient so long as it is reasonably adequate for the Concessionaire's use of the Land for the Concession Activity.
- 16.5 Until the completion of the repairs or reinstatement a fair proportion of the Concession Fee and other charges is to cease to be payable according to the nature and extent of the damage.

16.6 If any necessary permit or consent is not obtainable or the insurance money received by the Grantor is inadequate for the repair or reinstatement, the Term is at once to terminate but without prejudice to the rights of either party against the other.

**17. What are the Grantor's rights to remedy defaults?**

17.1 The Grantor may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession. Before electing to so remedy in accordance with this clause, the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

17.2 The Concessionaire must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not made within 14 days of the Grantor's demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

**18. When can the Concession be suspended?**

18.1 If, in the Grantor's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events 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 Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.

18.2 If, in the Grantor's opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.

18.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.

18.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 18.1 and 18.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.

18.5 The word "investigates" in clause 18.4 includes the laying of charges and awaiting the decision of the Court.

18.6 During any period of temporary suspension arising under clauses 18.1 or 18.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

18.7 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 this clause 18 including loss of profits.

**19. When can the Concession be terminated?**

- 19.1 The Grantor may terminate this Concession either in whole or in part:
- (a) by 28 days' notice to the Concessionaire if the Concession Fee or any other money payable to the Grantor under this Concession is in arrears and unpaid for 10 working days after any of the days appointed for payment whether it has been lawfully demanded or not; or
  - (b) by 14 days' notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the Grantor if;
    - (i) the Concessionaire breaches any terms of this Concession and in the Grantor's sole opinion the breach is able to be rectified; and
    - (ii) the Grantor has notified the Concessionaire of the breach; and
    - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the Grantor; or
  - (c) by notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the Grantor the breach is not capable of being rectified; or
  - (d) immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 13.9 and 14; or
  - (e) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the conduct of the Concession Activity is manifestly inadequate; or
  - (f) by notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the Grantor's sole opinion affects or relates to the Concession Activity; or
  - (g) by notice in writing to the Concessionaire if the Concessionaire or the Guarantor 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
  - (h) immediately if there is, in the opinion of the Grantor, a permanent risk to public safety or to the natural and historic resources of the Land 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 Concession on the part of the Concessionaire.
- 19.2 The Grantor may exercise its power to terminate under clause 19.1(h) without giving notice.

19.3 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.

19.4 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

**20. What happens on termination or expiry of the Concession?**

20.1 If the Grantor permits the Concessionaire to remain in occupation of the Land after the expiry or earlier termination of the Term, (which permission may be oral or in writing), the occupation is to be on the basis:

- (a) of a monthly tenancy only, terminable by 1 months' notice by either party; and
- (b) at the Concession Fee then payable; and
- (c) otherwise on the same terms and conditions, as they would apply to a monthly tenancy, as expressed or implied in this Concession.

20.2 On expiry or termination of this Concession, either as to all or part of the Land, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Land.

20.3 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition.

20.4 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Land then the Grantor cannot require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement cannot be required until the expiry or termination of the new concession.

**21. When is the Grantor's consent required?**

21.1 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.

**22. What about other concessions?**

22.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another

concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

**23. How will disputes be resolved?**

- 23.1 If a dispute arises between the parties in connection with this Concession the parties must, without 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.
- 23.2 If the dispute cannot be resolved 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.
- 23.3 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.
- 23.4 The arbitrator must include in the arbitration award reasons for the determination.
- 23.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

**24. What about prosecution for offences?**

- 24.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Resource Management Act 1991, the Conservation Act 1987, or any of the Acts listed in the First Schedule to that Act:
- (a) no waiver or failure to act by the Grantor under this Concession is to preclude the Grantor from prosecuting the Concessionaire; and
  - (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Concession; and
  - (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Concession.

**25. How are notices sent and when are they received?**

- 25.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 17 or 18 of Schedule 1. Any such notice is to 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 3rd working day after posting;
  - (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

25.2 If any party's details specified in Item 17 or 18 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

**26. What is the scope of the Concession?**

26.1 Except as provided by legislation, this Concession and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Concession and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Concession.

**27. Can provisions be severed?**

27.1 Any illegality, or invalidity or unenforceability of any provision in this Concession is not to affect the legality, validity or enforceability of any other provisions.

**28. What about the payment of costs?**

28.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.

28.2 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.

**29. What is the relationship of parties?**

29.1 Nothing expressed or implied in this Concession is to be construed as:

- (a) constituting the parties as partners or joint venturers;
- (b) conferring on the Concessionaire any right of exclusive occupation or use of the Licence Land;
- (c) granting any exclusive estate or interest in the Licence Land to the Concessionaire;
- (d) affecting the rights of the Grantor and the public to have access across the Licence Land.

**30. What about a Guarantee?**

30.1 Where the Grantor has in Item 18 of Schedule 1 required this Concession to be guaranteed by a third party the following clauses are to apply.

30.2 In consideration of the Grantor entering into this Concession at the Guarantor's request the Guarantor:

- (a) guarantees payment of the Concession Fee and the performance by the Concessionaire of the covenants in this Concession; and
- (b) indemnifies the Grantor against any loss the Grantor might suffer should the Concession be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.



- 30.3 The Guarantor covenants with the Grantor that:
- (a) no release, delay, or other indulgence given by the Grantor to the Concessionaire, to the Concessionaire's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
  - (b) as between the Guarantor and Grantor the Guarantor may, for all purposes, be treated as the Concessionaire and the Grantor is under no obligation to take proceedings against the Concessionaire before taking proceedings against the Guarantor;
  - (c) the guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Concession Fee;
  - (d) any assignment of this Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
  - (e) should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

**31. What about Co-Siting?**

- 31.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 31.2 The Concessionaire must not allow Co-Siting on the Land without the prior written consent of the Grantor.
- 31.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.
- 31.4 In addition, the Grantor must withhold consent if:
- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Land; or
  - (b) the Grantor considers the change to be detrimental to the environment of the Land.
- 31.5 Subject to clause 31.4 the Concessionaire must, if required by the Grantor, allow Co- Siting on the Land.
- 31.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Land; or
  - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
  - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Land; or
  - (d) interfere with or prevent future forecast works of the Concessionaire, the Grantor, must, as a pre-condition to consideration of an

application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 31.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 31.6.

- 31.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in **clause 23** of Schedule 2.
- 31.8 Where the Concessionaire is required under **clause 31.5** to allow Co-Siting on the Land, the Concessionaire is, subject to **clause 31.10** entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
- (a) any written comments or submissions of the Concessionaire and third party;
  - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
  - (c) any other matters the Grantor considers relevant.
- 31.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in **clause 23** of Schedule 2.
- 31.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.
- 31.11 The Grantor must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

## **32. What about Identification cards?**

- 32.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 16 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
- 32.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
- 32.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.

**33. What about registering the Concession?**

33.1 The Grantor is not required to do any act or thing to enable this Concession to be registered and the Concessionaire must not register a caveat in respect of the Concessionaire's interest under this Concession.

33.2 Nevertheless, if the Concessionaire wishes to register this Concession under the Land Transfer Act 1952, the Grantor must take all such steps as are necessary to enable a certificate of title to issue in respect of the land against which this Concession may be registered subject to the Concessionaire being responsible for and bearing all costs of and incidental to any survey necessary to enable such issue of title and all costs incurred by the Grantor in enabling such an issue of title and in having this Lease re-executed by the parties in a form suitable for registration.

**34. Which clauses survive termination?**

34.1 Clauses, which by their nature ought to survive termination will do so, including **clauses 13 and 25**.

**35. Are there any Special Conditions?**

35.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**36. The Law**

36.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand. For the avoidance of doubt, references in this Concession to legislation and legislative instruments is deemed to include reference to any amendments or replacements as appropriate.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Concession Activity

1. For the purposes of Item 2 of Schedule 1, the Concession Activity(-ies) are those activities listed below which are directly connected with operating a commercial ski-field, and alpine tourism and recreational area, that is used by the public:
  - (a) manage, maintain, repair and operate the existing lifts, tows and facilities (excluding the Nga Wai Heke lift and its associated equipment and structures) for a maximum carrying capacity of 5500 visitors per day on the Land;
  - (b) manage, maintain, repair and operate other structures located on the Land previously operated by Ruapehu Alpine Lifts Limited for the same purposes;
  - (c) maintain the skiable terrain subject to Grantor's approval being sought where earthworks are required;
  - (d) carry out avalanche prevention;
  - (e) operate snow making and snow grooming machinery;
  - (f) provide first aid and ski patrol services;
  - (g) provide search and rescue services;
  - (h) provide ski school services;
  - (i) throughout the year, sell, hire or service snow-sports equipment (other than snow vehicles), clothing and supplies (e.g., sunscreen, medical supplies) and from the existing retail buildings;
  - (j) sell ski-lift tickets and operate the ski-lift equipment in order to provide access to the Land for winter sports during the winter ski-season (1<sup>st</sup> June to 30<sup>th</sup> November);
  - (k) sell food and beverages to the public throughout the year from within the existing buildings designed for that purpose;
  - (l) maintain, repair and operate existing carparking facilities for members of the public, whether customers of the Concessionaire or not, and regulate traffic movement in the areas designated for carparking, including as reasonably required by the Grantor;
  - (m) undertake aircraft operations to support health and safety work, search and rescue activities, avalanche management and to respond to medical emergencies;
  - (n) undertake filming, excluding from aircraft, to promote the Concessionaire's activities approved under this Concession;
  - (o) conduct winter, ski, snow and snowboard events during the winter; and
  - (p) use vehicles where that use is necessary and directly connected with the activities listed in (a) to (o) above.

and, in the event that there is any uncertainty as to whether an activity is provided for in this Concession, the Grantor will determine the matter.

2. Within 12 months of the grant of this Concession, the Concessionaire must provide the Grantor with a list of all structures placed on the Land and GPS coordinates of their location. This includes all snow fences, snow-making machinery and chair lift towers. This list must also include all known buried services.

### **Surrender of RAL Concession**

3. Notwithstanding clause 2.4 of Schedule 2, this Concession is of no effect unless and until the previous concession, 48601-SKI (as varied), held by Ruapehu Alpine Lifts Limited, has been surrendered and is of no effect. For the avoidance of doubt, the Concessionaire will have no liability in respect of breaches committed by Ruapehu Alpine Lifts Limited (RAL) under Concession 48601-SKI and will hold the Grantor harmless in respect of any failures or waivers on the Grantor's behalf (if any exist) in relation to that concession.

### **Service levels**

4. The Concessionaire is required to maintain facilities and service levels during the Term that are capable of serving up to 5500 visitors to the Land per day during the winter ski-season.

### **Public use of services and facilities provided by the Concessionaire**

5. The Concessionaire must not attempt to restrain or interfere with the right of the public (including other concessionaires) to enter and remain on the Licence Land, provided that they conduct themselves in an orderly manner and do not attempt to avail themselves of the privileges of a paying client without the payment of the Concessionaire's charge to use facilities, services and structures operated by the Concessionaire.
6. The Concessionaire must:
  - (a) provide such facilities as cafeterias, shelters, toilets and such other facilities as the Grantor from time to time considers necessary for the welfare and safety of the public in an emergency; and
  - (b) make such toilets and shelters available to the public (during operational hours) free of charge.
7. The Concessionaire may refuse service, entry or access to the Concessionaire's facilities to any person where the Concessionaire reasonably considers the actions or condition of that person would be prejudicial to that person's or public's safety.
8. The Concessionaire may impose a reasonable charge on people using or purchasing its, goods, services and facilities. The Concessionaire must not impose a charge for use of the carparks unless prior written approval of the Grantor has been obtained and the Concessionaire will allow the Grantor's representatives to use the lifts and tows free of charge when conducting official business on the Land.

### **Public access, safety and education**

9. Access to the Licence Land must be kept unlocked at all times. For the avoidance of doubt, this does not prevent the Concessionaire from limiting or preventing access to the Lease Land. The Concessionaire must clearly define, mark and control areas which it deems to be unsafe for the public on the Land and take reasonable steps to educate its customers or invitees about the danger

of going outside safe areas. The Concessionaire will take particular care to mark and control access to the area immediately surrounding the Ngā Wai Heke lift prior to it being decommissioned and removed by the Grantor.

10. The Concessionaire must take reasonable care to manage its own works, structures or landscaping on the Land to ensure that other users of public conservation land are not unreasonably impeded.
11. In order to comply with its obligations under the Health and Safety at Work Act 2015 to eliminate or minimise risks to health and safety so far as is reasonably practicable, the Concessionaire may, when undertaking activities such as slope safety, car park, snow grooming and avalanche control work, control, limit or restrict public access to the specific area of the Land where the activity is to be carried out for a period not exceeding 2 days.
12. If the activity in **Special Condition 11** above will require more than 2 days or if the Concessionaire considers an extension beyond the period of 2 days is necessary, the Concessionaire must advise the Grantor of the time sought and the reasons for it and comply with any directions the Grantor may give concerning the matter.

**Concessionaire is responsible for infrastructure, plant machinery and equipment throughout the Term**

13. Except for those items described in **Special Condition 14** below, and without limiting the Concessionaire's obligations under Schedule 2, the Concessionaire agrees with the Grantor that during the Term it will (at its cost and in accordance with industry standards), maintain, repair and be solely responsible and liable for all structures (including but not limited to buildings, signage, fences, services, facilities, utilities, underground services, plant, equipment or similar) previously installed, maintained, repaired or operated by RAL which continue to exist on or within Land as at the date of this Concession, and any structures subsequently installed by the Concessionaire.
14. Items for which the Concessionaire will not assume responsibility nor liability under **Special Condition 13** above are:
  - (a) structures that are operated by third party concessionaires pursuant to separate concession agreements; and
  - (b) The Ngā Wai Heke lift.
15. Further to **clause 13** of Schedule 2, the Grantor makes no representation or warranty as to the state, quality or suitability of the structures located upon the Land at the commencement of the Concession and the Concessionaire agrees that it has no claim against the Grantor in respect of those structures.
16. Further and in addition to **clause 9.7 of Schedule 2**, if, during the Term, any structures on the Land are materially underutilised, defunct or surplus to the Concessionaire's needs (Surplus Improvements) (other than by reason that the skifield is temporarily unable to operate due to weather or snow conditions beyond the Concessionaire's control):
  - (a) the Concessionaire must immediately notify the Grantor; and
  - (b) if required by the Grantor, the Concessionaire must:
    - i. promptly remove the Surplus Improvements, make good any damage to the Land and leave the Land and any other public conservation land affected by the removal, in a clean and tidy condition; and

- ii. replant the areas affected by the removal with indigenous vegetation of the same types, abundance and diversity as found generally on the Land.

For the purposes of this Special Condition, structures include, but are not limited to, buildings, signage, fences, services, facilities, utilities, underground services, plant, equipment or similar installed by the Concessionaire during the Term and/or pre-existing structures referred to in **Special Condition 13** above but excluding the structures referred to in **Special Condition 14(a) and (b) above** (other concessionaires' structures and the Ngā Wai Heke lift).

### **Maintenance of buildings and structures**

17. The Concessionaire is authorised to perform the following maintenance work under this Concession on the Land:
  - (a) Ongoing interior maintenance and interior modification of any building;
  - (b) The exterior maintenance of any building, stationary plant item or structure on the Land where such maintenance does not alter the external appearance of that building or structure, and where consent from the Grantor is not otherwise required under this Concession.

### **Operation of plant, machinery, and equipment**

18. Plant, machinery and equipment (including vehicles) used in conducting the Concession Activity must be maintained at all times to prevent leakage of oil and other contaminants onto the Land. If requested by Department staff, the Concessionaire will provide a reasonable opportunity for them to inspect plant, machinery or equipment used (or to be used) by the Concessionaire.

### **Main ski field area (skiable terrain)**

19. The Concessionaire must (at its cost) operate and maintain the main ski field area (skiable terrain) on the Land to relevant industry standards or codes of practice and in accordance with the Legislation. The Concessionaire must at the Grantor's request, provide the Grantor with documentary evidence of compliance with this condition.

### **Indicative Development Plan**

20. The Concessionaire acknowledges that section 5.2.2 of the current Tongariro National Park Management Plan 2006 requires the Concessionaire to produce a forward-looking Indicative Development Plan. The Indicative Development Plan is intended to allow the Concessionaire, Grantor, iwi and hapū and the public to have forewarning of possible developments and changes in use. The projection timeframe is 10 years, with an expectation that the plan will be reviewed at least every 3 years. For the avoidance of doubt, the Indicative Development Plan is not a substitute for the Concessionaire seeking and obtaining express approval for works from the Grantor as required by **clause 11 of Schedule 2** and **Special Condition 22** of this Schedule 3.

### Annual Work Plan

21. The Concessionaire (at its expense) must provide the Grantor with a forward-looking Annual Work Plan by the 30 June annually. The Concessionaire is to set out the following information in each Annual Work Plan:
- (a) Any proposed modifications to its existing structures, assets or facilities;
  - (b) Any proposed new structures, assets or facilities it wishes to construct or add to the Land;
  - (c) Any terrain modification or other earth disturbance activities it proposes to undertake;
  - (d) Any proposed changes in use of existing structures, assets or facilities or the way in which services are delivered;
  - (e) Any restoration, revegetation or preventative maintenance the Concessionaire wishes to perform;
  - (f) Any revegetation, remediation or reinstatement measures it is required to perform pursuant to this Concession or previous approvals of the Grantor; and
  - (g) The proposed commencement and completion dates of all such works and the inception or termination dates of any changes to services or the usage of the structures, assets or facilities.
22. The Concessionaire must not commence any such works or changes in use or services described in the Annual Work Plan unless or until the Grantor has given approval. The Grantor's approval may be subject to further conditions including changes to how, when and where the activities are carried out.
23. Where the Grantor forms the view that the works or activities described in the Annual Work Plan:
- (a) Are not minor or technical and do materially increase the adverse effects of the Concession Activity: or
  - (b) Will result in a material change in the location of the activity,
- The Grantor will require the Concessionaire to seek a variation and the application will be dealt with according to s17ZC(2) of the Conservation Act 1987.
24. When assessing the works or activities for the purposes of **Special Condition 23**, the Grantor will, amongst other matters, have suitable regard to the matters in Section 4.1.16 (Works Approvals) of the Tongariro National Park Management Plan for so long as it remains operative, and will consult with relevant iwi and hapū.
25. Where work needs to be performed, or changes need to be made to services or uses that the Concessionaire could not reasonably anticipate when it submitted its Annual Work Plan, the Concessionaire may seek separate written approval from the Grantor outside the Annual Work Plan cycle and such requests will be addressed according to **Special Condition 23**.

### Contractor selection

26. Where the Concessionaire uses a contractor or third party to perform activities that involve earthworks or revegetation, the Concessionaire must ensure that only contractors with a demonstrated ability in alpine earthworks and native vegetation restoration (as relevant) are used to carry out any works.



### **Fuels, hazardous materials, chemicals, and waste**

27. Any waste or rubbish must be disposed of off the Land at a facility authorised to accept it. Waste held on the Land prior to its removal must be stored so as to ensure it does not become a contaminant, is not blown by wind and does not present a potential hazard to wildlife or sensitive ecological areas.
28. At the completion of any approved works, the Concessionaire must promptly remove all construction-related waste and fill from the Land and dispose of it at a resource recovery centre, Council landfill or other authorised facility.
29. The Concessionaire must ensure that all relevant site personnel are trained in hazardous material, waste and fuel handling and spill contingency and emergency procedures relevant to their areas of work.
30. The Concessionaire must ensure that all hazardous materials including paints, fuels and other chemicals stored on site are kept in a secure, enclosed facility and that appropriate spill clean-up kits are available for use to contain and/or absorb all hazardous substances used in the Concession Activity.
31. In the event of any hazardous substance spill the Concessionaire must:
  - i. Take all practicable measures to stop the flow of the substances and prevent further contamination onto the Land or water;
  - ii. Immediately contain, collect, and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / authorised facility;
  - iii. Notify the Grantor as soon as practicable;
  - iv. Undertake any remedial action to restore any damage to affected Land; and
  - v. Take all measures to prevent any reoccurrence.
32. The Concessionaire shall ensure that run-off from washing down of any vehicles or equipment does not flow into any watercourse or into any storm water or onto any area that is not specifically designed for that purpose.
33. Where appropriate to do so, hard standing areas will be established by the Concessionaire whenever construction or maintenance activities are performed for the parking and re-fuelling of vehicles and plant.
  - (a) Where returning a machine to a hard standing/bunded area for re-fuelling is not practical, re-fuelling can occur from containers 20 litres or smaller where the machine is working.
  - (b) Major repairs to machines are not permitted on site without approval from the Grantor who may set special conditions on how it is done.

### **Terrain modification**

34. No new terrain modification may be carried out unless approved and performed in accordance with the Annual Work Plan process set out in **Special Conditions 21 -25**. However, the Concessionaire may maintain, in the same or similar (in all material respects) condition, the existing ski trails depicted in Figure 1 of **Schedule 4**.
35. The Concessionaire may maintain any existing culvert or other runoff water control structures on the Land. New culverts or other control structures may only be installed if approved via the Annual Work Plan approval process (refer **Special Conditions 21-25**).

**Vehicle parks and access-ways**

36. The Concessionaire must, at its cost, form, maintain and repair the:
- (a) 6 vehicle parks listed in **Schedule 4.2 (Table of other Infrastructure)** as shown on Maps 2 and 3 in Schedule 4; and
  - (b) Vehicle access-ways within the Land;
37. Subject to the Concessionaire first obtaining the Grantor's written approval via the Annual Work Plan process (**Special Conditions 21-25**), the Concessionaire may erect, build or form, maintain and repair such bridges, culverts, channels, drains, fences, safety barriers, stops and other like works as may be necessary to ensure the safe and efficient use of those areas listed above in **Special Condition 36**. The Grantor's prior written approval is not required for routine maintenance of the carparks and vehicle access-ways.
38. For the avoidance of doubt, the Concessionaire may perform routine maintenance and repair on Clarry's Track but must not develop, upgrade or expand the track unless the work has been approved via the Annual Work Plan process.

**Snow-making and grooming**

39. The Concessionaire must first gain approval from the Grantor if it is to use *Snomax*® and other comparable, non-contaminating, products for snow-making purposes. The manufacturer's instructions must be followed when using any snow-making products and the Concessionaire must comply with any instructions the Grantor may give. The Concessionaire acknowledges that the Grantor will engage with relevant iwi and hapū when determining whether to grant approvals for snow-making products.
40. The Concessionaire may:
- (a) undertake snow-grooming activities, provided that this causes minimal adverse effects to natural values on the Land; and
  - (b) perform snow making, provided:
    - (i) only approved snowmaking products are used;
    - (ii) manmade snow may only be applied during the winter season (1 June to 30 November); and
    - (iii) water used for snowmaking purposes must be applied so as to return to same water catchment from which it was derived.

**Use of explosives**

41. The Concessionaire may use explosives to manage avalanche risks and is encouraged to have regard to the views of relevant iwi and hapū regarding the use and placement of explosives.
42. The Concessionaire's Safety Plan (refer to **clause 14 of Schedule 2**) must address risks associated with all explosives activities and include means to avoid, remedy or minimise adverse effects. The Concessionaire must ensure that explosive charges are placed so there is minimal potential for adverse effects to be caused to natural features and wildlife present on the Land.

**Vehicle Use**

43. The Concessionaire must ensure that:

- (a) Where vehicles (other than snow-groomers and snow mobiles) are used, the Concessionaire will use reasonable endeavours to use existing tracks (including Clarry's Track);
- (b) The Concessionaire's machinery and equipment (and that of its contractors or agents) must be cleaned and checked to remove soil that could contain seeds or exotic plants prior to entering the Land, and the Concessionaire must take all reasonable steps to avoid the introduction of exotic seeds or plants;
- (b) No imported soil is to be brought onto the Land. Where the Concessionaire plans to deposit soil over the surface of any newly contoured slopes or batters, the soil must be from the Concession Activity work area;
- (c) Any exotic plant species introduced through the course of any works are to be promptly and effectively removed.

### **Signage**

44. **Clause 12.1** of Schedule 2 is deleted and amended to read:

~~"12.1 The Concessionaire may, without the Grantor's prior approval, erect or display signs or advertising on authorised structures on the Lease Land and, upon the Licence Land, may erect or display signs that but only those that relate to the safe and efficient operation of the activity (and limited to temporary events). At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal."~~

### **Interpretation Materials and Cultural Values**

45. If the Concessionaire intends to undertake or provide any written interpretation materials (panels, brochures, signage, etc.) that include reference to Māori/iwi cultural values of the area, then the Concessionaire is required to consult the relevant Treaty Partner(s) in advance of producing the items.

### **Potable water**

- 46. Where the Concessionaire provides drinking water to users of the Land including, but not limited to, members of the public, its contractors, staff or third parties, the Concessionaire must take all necessary steps to ensure the water supply meets regulatory standards and is to meet the costs associated with any upgrades that may be necessary in order to comply with drinking-water legislation.
- 47. The Concessionaire is to co-operate fully with the Grantor's representatives with regard to sharing information and liaising with regulators in respect of any drinking water supplies.
- 48. For the purposes of this Concession, "drinking water" means water used for:
  - (a) Human consumption;
  - (b) Oral hygiene;
  - (c) Preparation of food, drink and other products for human consumption; or
  - (d) Washing of utensils that are used for eating and drinking, or for preparing, serving or storing food or drink for human consumption.

49. The Concessionaire must ensure that its drinking water supplies are registered in accordance with any relevant drinking water legislation.

### **Wastewater**

50. The Concessionaire must maintain all wastewater treatment pipelines and related equipment located on the Land. Wastewater must be transported to a wastewater treatment plant authorised to receive it and must not be discharged to the Land without the Grantor's prior approval.

### **Fires**

51. Further to **clause 9.1** of Schedule 2, the Grantor permits the use of contained and purpose-built fireplaces located in the Alpine Café building and a large brazier in the middle of the plaza for special events.

### **Dogs**

52. Dogs may be used for search and rescue purposes.

### **Events**

53. The Concessionaire is permitted to host and operate ski, snowboard and snow sport events on the Land during winter (**1 June to 30 November**) provided it has notified the Grantor at least 3 weeks prior to the event taking place.
54. For the avoidance of doubt, this Concession does not permit the Concessionaire to host or operate any events other than those winter events provided for in **Special Condition 53**. Where the Concessionaire wishes to provide other events on the Land a separate concession or variation to this Concession will be required.

### **Filming**

55. Promotional filming by the Concessionaire (including its agents and contractors) is allowed to the extent that it is for the purpose of promoting the activities which the Concessionaire is permitted to undertake under this Concession. Where reference is made to Iwi or Māori cultural values regarding the Land in the film product the Concessionaire must consult with the relevant iwi and hapū prior to producing the film product. For the avoidance of doubt, this Concession does not permit filming or photographing activities for the purpose of creating a purchasable product (such as a photograph or video pack). The Grantor's prior approval for any other filming such as marketing or commercial filming by, and for, any third parties is required separately (e.g. ski equipment brands, advertisements or television shows).
56. Aircraft (including drones and helicopters) cannot be used in any filming approved under this concession.

### **Aircraft**

57. Aircraft (including drones and helicopters) may only be used to support health and safety work, search and rescue activities, avalanche management and to respond to medical emergencies.
58. The Concessionaire must ensure drones are used in preference to helicopters whenever reasonably possible.
59. The Concessionaire must contact DOC's Tongariro District Office prior to using helicopters or drones in the park. The helicopters must radio into the Tongariro

Visitor Centre to advise of their intended flight plans.

60. The Concessionaire must report any adverse aircraft-related incidents to the Tongariro District Office within 12 hours of the incident occurring.
61. The Concessionaire must not use or procure the use of Robinson helicopters as part of the activity.
62. When drones are used by or on behalf of the Concessionaire the Concessionaire must supply the following information to DOC's Tongariro District Office before operating drones on the land:
  - (a) Drone model
  - (b) Drone operator
  - (c) Location of operation; and
  - (d) Purpose

### **Accidental Discovery Protocol**

63. The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects on the Land. In the event that archaeological sites or other features with heritage values are found during any approved earth disturbance work on the Land:
  - (a) Work must cease immediately until further notice and advice must be sought from the Grantor;
  - (b) If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted, and its advice sought;
  - (c) If it is an archaeological site relating to Māori activity then the local iwi and hapū also must be contacted and their advice sought;
  - (d) If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
  - (e) If it is human remains the New Zealand Police should also be notified;
  - (f) In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.

### **Ecological Assessment**

64. The Concessionaire, at its expense and in consultation with the Grantor, is to procure an ecological assessment (the **Ecological Assessment**) of the Land, no later than 12 months from the commencement date of this Concession.
65. A copy of the finalised Ecological Assessment report must be provided to the Grantor within 1 week of the final report being made available to the Concessionaire. The Grantor will share this report with iwi and hapū.
66. The Ecological Assessment is to be undertaken by a suitably qualified ecologist with experience in New Zealand alpine environments and whose credentials have first been provided to the Grantor and approved by the Grantor.
67. Following reasonable consultation with staff from the Department of Conservation, the approved ecologist is to design and conduct the Ecological Assessment.
68. The Ecological Assessment is to be performed at a time (or times) during the year which offer the best opportunity to observe and record ecosystem features

- which might otherwise be absent, dormant or less evident if the assessment was conducted at another time of the year.
69. The Ecological Assessment is to describe, map and provide detailed commentary on the following matters:
- (a) The vegetation and habitat types present on the Land and their relative composition, diversity and patterns;
  - (b) The presence, abundance and distribution of notable fauna (particularly avifauna and lizards); and
  - (c) Climatic features and trends, in particular, the number of frost nights and peak summer temperatures.
70. The Ecological Assessment must be performed in accordance with the usual professional standards expected of a qualified ecologist and undertaken with reference to the best and most current ecological assessment criteria such as:
- (a) The local, regional and national contexts relevant to the location;
  - (b) Representativeness;
  - (c) Diversity and pattern;
  - (d) The presence of any rare or special features;
  - (e) Degree of naturalness;
  - (f) Size and shape of the site and the buffering provided by the surrounding environment; and
  - (g) Long-term ecological viability and any threats to the existing ecosystem from plant, animal, or climatic sources.
71. Within 12 months of the Ecological Assessment being completed, the Concessionaire (at its expense) must provide the Grantor with an environmental plan (Environmental Plan). This Environmental Plan will describe what steps the Concessionaire proposes to employ in order to protect sensitive areas identified by the Ecological Assessment, keep the land free of weeds, control invasive animal species and monitor the efficacy of the protective measures proposed. The Grantor will share the Environmental Plan with relevant iwi and hapū. Where there are aspects of the Environmental Plan which are commercially sensitive to the Concessionaire the Grantor may redact relevant portions before sharing with iwi and hapū.

### **Year 3 Review**

72. Three years from the date of this Concession (per the commencement date set out in Schedule 1 Item 3) the Grantor will initiate a review of this Concession (Year 3 Review).
73. The Concessionaire will be required to meet the actual and reasonable costs incurred by or on behalf of the Grantor in relation to the Year 3 Review provided those costs, together with all other Administrative Fees for the first three years, do not exceed the Administrative Fees Cap. Notwithstanding that the Year 3 Review costs may be incurred in the fourth year of the Term, the Year 3 Review costs will be considered to have been incurred during the third year of the Term and therefore included under the Administrative Fees Cap. The Concessionaire will pay the Grantor the Year 3 Review costs in accordance with the Grantor's instructions and upon receipt of an invoice.
- 73A. When undertaking the Year 3 Review, the Grantor will consider:
- (a) Whether the Concessionaire has complied with the conditions set out in the Concession;

- (b) Any adverse effects of the Concession Activity, and whether these adverse effects can be reasonably avoided, remedied, or mitigated (either through existing concession conditions, the amendment of existing concession conditions, or the incorporation of new concession conditions);
  - (c) Any Cultural Impact Assessment;
  - (d) The Ecological Assessment;
  - (e) The Concessionaire's Environmental Plan; and
  - (f) Any other information the Grantor considers relevant to the operation of the Concession Activity.
74. Prior to undertaking the Year 3 Review, the Grantor will consult with iwi and hapū on the scope of the review to identify any areas of concern or interest to them.
  75. The Grantor will determine the final scope of the Year 3 Review.
  76. Once the Grantor has confirmed the scope of the Year 3 Review, the Grantor must inform the Concessionaire promptly of the scope of the review.
  77. The Grantor may commission an independent third-party to undertake the Year 3 Review or to contribute to the review on the Grantor's behalf.
  78. On completion of the Year 3 Review, the Department's staff will prepare a written report outlining the findings of the review, and any recommendations made from that review.
  79. The Grantor may commission an independent third-party to write the report, outlining the findings of the review, and any recommendations made from that review, on the Grantor's behalf.
  80. Prior to the report being finalised, the Grantor will consult with iwi and hapū on the report's findings, and any recommendations made in the report.
  81. Prior to the report being finalised, the Grantor must provide a copy of the report to the Concessionaire and afford the Concessionaire a reasonable opportunity to comment on the report.
  82. Prior to the report being finalised, the Grantor must consider any commentary or clarifying information or further information provided by the Concessionaire on the report.
  83. Once the report is finalised, the Concessionaire must be provided with a copy of the report.
  84. The Grantor will also provide a copy of the report to relevant iwi and hapū.
  85. The Grantor may also choose to make a copy of the report publicly available.
  86. For the avoidance of doubt, the recommendations in the report are not binding on either the Grantor or the Concessionaire, and the conditions of this Concession may only be varied in accordance with section 17ZC of the Conservation Act 1987.

### **DOC undertakes the Cultural Impact Assessment**

87. To support the Grantor with undertaking the Year 3 Review, the Grantor will procure a cultural impact assessment of the activities authorised in this Concession (Cultural Impact Assessment). The assessment may take the form of a single document or may be done in parts.

88. The Grantor may instruct Department of Conservation staff or an independent third-party to prepare the Cultural Impact Assessment on the Grantor's behalf and will consult with relevant iwi and hapū prior to making the determination.
89. The purpose of the Cultural Impact Assessment is to:
- (a) Understand the cultural values of the Land on which the Concession Activity is authorised.
  - (b) Understand how the Concession Activity has, or may, impact on those cultural values.
  - (c) Understand any rights and interests of iwi and hapū in the Land; and
  - (d) Understand how the Concession Activity may impact on the rights and interests of iwi and hapū.
90. The Grantor will determine the final scope of the Cultural Impact Assessment after consulting with all relevant iwi and hapū.
91. The Cultural Impact Assessment should include:
- (a) A description of the iwi and hapū engaged with.
  - (b) The methodology used to engage with the iwi and hapū.
  - (c) Identification of the cultural values of the Land (which may include taonga, such as traditional names).
  - (d) Any relationship agreements held with iwi and hapū and Key Performance Indicators included in these.
  - (e) Any effects the Concession Activity is having on cultural values, and whether any adverse effects can be avoided, remedied, or mitigated.
  - (f) Recommendations or commentary from iwi and hapū on how to manage effects including how to avoid, remedy or mitigate adverse effects.
  - (g) And any other information determined to be within scope by the Grantor.
92. The Concessionaire is responsible for the reasonable costs of the Grantor, Department of Conservation staff (or any independent third-party commissioned by the Grantor) preparing the Cultural Impact Assessment, provided those costs, together with all other Administrative Fees for the first three years, do not exceed the Administrative Fees Cap. The Concessionaire will pay the Grantor the Cultural Impact Assessment costs in accordance with the Grantor's instructions and upon receipt of an invoice.
93. The Grantor will endeavour to complete the Cultural Impact Assessment by in sufficient time for it to be used for the purposes of the Year 3 Review.
94. The Grantor may extend the date by which the Cultural Impact Assessment is to be completed if the Grantor considers there are reasonable grounds to do so.
95. If the Grantor extends the date for which the Cultural Impact Assessment must be completed, the Grantor must notify the Concessionaire.
96. The Grantor may, after consulting with relevant iwi and hapū, choose to waive the requirement for the Cultural Impact Assessment to be completed if the Grantor considers:
- (a) The Grantor made reasonable efforts to prepare the Cultural Impact Assessment; and
  - (b) The Grantor is unable to finalise the Cultural Impact Assessment due to reasons outside of the Grantor's control.



97. The Grantor must notify the Concessionaire and interested iwi and hapū if the Grantor has decided not to proceed with (or complete) a Cultural Impact Assessment.
98. A copy of the completed Cultural Impact Assessment must be provided to the Concessionaire promptly.

**DOC to undertake cultural monitoring**

99. The Grantor must procure a cultural monitoring plan (Cultural Monitoring Plan) within 1 year of the commencement of this Concession (per the concession commencement date listed in Schedule 1 Item 3).
100. The Grantor will consult with iwi and hapū on the scope of the cultural monitoring plan to understand what cultural effects require monitoring.
101. The Grantor will determine the scope and content of the Cultural Monitoring Plan.
102. The Grantor will inform the Concessionaire and iwi and hapū of the scope and content of the finalised Cultural Monitoring Plan in writing.
103. If the Grantor updates or amends the requirements of the Cultural Monitoring Plan, the Concessionaire must be informed in writing.
104. As part of the monitoring requirements of this Concession, the Grantor will undertake cultural monitoring as and when required and may deviate from the Cultural Monitoring Plan if it is reasonable to do so.
105. The Grantor may commission iwi and hapū or any other third-party to:
  - (a) Undertake or assist with the cultural monitoring program; or
  - (b) Assess the findings of the cultural monitoring program.
106. The Concessionaire is responsible for paying any actual and reasonable costs incurred by the Grantor or on behalf of the Grantor to develop, implement or commission the Cultural Monitoring Plan, provided those costs, together with all other Administrative Fees for the first three years, do not exceed the Administrative Fees Cap. The Concessionaire will pay the Grantor the Cultural Monitoring Plan and implementation costs in accordance with the Grantor's instructions and upon receipt of an invoice.
107. The Grantor must provide the Concessionaire with any findings from any Cultural Monitoring Plan undertaken in writing.

**Climate Change Conditions**

108. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from activities conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.
109. If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant data that is reasonably available to it within 6 months of the Grantor's request.
110. The Grantor may review and amend the conditions of this Concession to reflect climate change-related legislation and government or Departmental policy and

those conditions (“Revised Conditions”) may, amongst other things, require the Concessionaire to measure, manage and reduce the greenhouse gas emissions of the Concession Activity.

111. Before amending the conditions of this Concession in accordance with **Special Condition 110**, the Grantor will provide the Concessionaire and relevant iwi and hapū the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.
112. The Revised Conditions will apply to the Concession Activity 4 months after the Grantor has notified the Concessionaire of the Revised Conditions in accordance with **Special Condition 111** or any later date specified in the Revised Conditions.

### **Remediation of the Land at termination or expiry**

113. **Clause 20** of Schedule 2 is deleted and replaced by **Special Conditions (a)-(d) below**:
  - (a) If the Grantor permits the Concessionaire to remain in occupation of the Land after the expiry or earlier termination of the Term, (which permission must be in writing), the occupation is to be on the basis:
    - (i) Of a monthly tenancy only, terminable by 1 month's notice by either party; and
    - (ii) At the Concession Fee then payable; and
    - (iii) Otherwise on the same terms and conditions, as they would apply to a monthly tenancy, as expressed or implied in this Concession.
  - (b) Subject to **Special Condition (c)** below, (the Concessionaire's right apply for permission to remove specified structures) on expiry or termination of this Concession, either as to all or part of the Land, the Concessionaire is not entitled to compensation for any structures or other improvements used, placed or carried out by the Concessionaire on the Land nor for the structures referred to in **Special Condition 14**. To avoid doubt, ownership of any such structures or improvements will pass to the Crown, unless permission has been given by the Grantor for the Concessionaire to remove structures in accordance with subject to **Special Condition (c)** below.
  - (c) The Concessionaire may, with the Grantor's prior written consent, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the reasonable timeframe specified by the Grantor and the Concessionaire will make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Land with indigenous vegetation of a similar type, abundance and diversity as found on the Land generally.
  - (d) The Concessionaire is not required at the expiry of the Term to remove structures or other improvements on the Land provided those structures or improvements were present upon or in the Land prior to the Concession commencing (Legacy Improvements). For the avoidance of doubt, this Special Condition does not apply to structures or improvements that the Concessionaire has added or introduced to the

Land or which have become Surplus Improvements during the Term (see **Special Condition 16**). For clarity, maintenance and repairs to the Legacy Improvements will not cause the Legacy Improvements (including the items maintained and repaired) to be considered to be structures or improvements that the Concessionaire has added or introduced during the Term.

### Concession Fee & Fee Review

114. For the purposes of this Concession:
- (a) **Gross Annual Revenue** means the entire gross receipts of every kind from the conduct of the Concession Activity during each Concession Year, or part of a Concession Year (if relevant), without any reserve or deduction for inability or failure to collect, but excluding bona fide refunds and credits and Goods and Services Tax;
  - (b) The **Statement of Gross Annual Revenue** is comprised of the following items:
    - i. A chartered accountant certified set of financial statements for the Concession Year just gone (or part-year if relevant) which clearly shows the Gross Annual Revenue associated with each aspect of the Concession Activity and including a profit and loss account and balance sheet for the relevant period; and
    - ii. A statement signed by the Concessionaire as to the Concessionaire's Gross Annual Revenue for the Concession Year (or part-year if relevant) in which the revenue streams are clearly delineated by activity type; and
    - iii. A statement signed by the Concessionaire setting out how many people have used the Concessionaire's various services and facilities each month during the Concession Year (or part-year if relevant) just gone; and
    - iv. If the Gross Annual Revenue cannot be clearly identified in the financial statements, a reconciliation must be provided to explain the relationship.
  - (c) The Grantor reserves the right to request further information (including but not limited to audited financial accounts) in order to verify the full financial statements provided are true and correct to best monitor and determine any effects of the Concession Activity on the Land.
115. The **Concession Year** runs from 1 April to 31 March.
116. Anyone conducting commercial activities within the Land must hold a concession or other authorisation to do so. This Concession is personal to the Concessionaire. **Clause 8** and the co-siting provisions of Schedule 2 make it clear that third parties must not operate on the Concessionaire's behalf unless they have been given express permission to do so by the Grantor.
117. Notwithstanding **clause 8** of Schedule 2, the Grantor acknowledges that the Concessionaire will, from time-to-time, rely on third parties to construct, maintain or service facilities and structures which the Concessionaire owns or operates. To the extent that the third party is providing the services to the Concessionaire and is not itself offering services to the public or other parties then the Grantor may treat that third party service provider as a contractor or agent of the Concessionaire's. In such a situation, the Concessionaire will not be deemed to have transferred, sub-licensed, assigned, mortgaged or otherwise disposed of the Concessionaire's interest under the Concession.

118. If the Grantor gives the Concessionaire prior notice, the Concessionaire must provide the Grantor with information regarding all such service providers. The information will include:
- (a) The names of the service providers;
  - (b) A clear description of the nature of the services performed by each provider; and
  - (c) The duration and frequency of those services and their value; and
- this information must, unless otherwise stipulated, be supplied to the Grantor on the same date as the Statement of Gross Annual Revenue falls due.
119. Where the Grantor forms the view that a third-party service provider is itself providing commercial services to the public or that the arrangement is being used to circumvent the calculation of the Concessionaire's own Gross Annual Revenue then the Concessionaire will be deemed to have acted in breach of **clause 8.1** of Schedule 2, and, without affecting the rights of the Grantor in respect of such breach, the Grantor may:
- (a) review and amend the conditions of this Concession; and/or
  - (b) require the third party to seek its own concession.
- These options are in addition to the enforcement rights and powers available to the Grantor under the National Parks Act 1980 and the Conservation Act 1987.
120. By way of examples only, the following arrangements are likely to result in the Grantor taking the actions described in **Special Condition 119** above:
- (c) Where a third party sells food or beverage from the Concessionaire's café and the revenue obtained from those sales is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.
  - (d) Where a third party sells lift passes, seasons' passes or multi-field passes that enable people to use the Concessionaire's structures or facilities and the revenue obtained from those sales is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.
  - (e) Where a third party provides ski-school, or similar services and the revenue obtained from providing those services is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.
121. For the avoidance of doubt, where the Concessionaire sells lift passes, seasons' passes (or any other item that provides the member of the public with a right to access or use the Concessionaire's facilities), and the sales take place in a location other than on the Land, those sales must also be included in the Concessionaire's own Gross Annual Revenue calculations. In this way, internet sales, or the sale of tourism packages by the Concessionaire which incorporate use of the Concessionaire's structures, facilities or services on the Land must be accounted for.
122. Further to **clause 6** of Schedule 2, when reviewing the Concession Fee, the Grantor (and, where relevant, the valuers) may adopt a different rent setting formula in order to achieve market value for the Concession Activity and the Grantor is not confined to altering the gross revenue percentage.

### **Records, books and Statements of Gross Annual Revenue**

123. The Concessionaire must maintain full and accurate books of accounts and records from which Gross Annual Revenue, in respect of each Concession Year or part-year (where relevant), can be ascertained. The Concessionaire must keep records of evidence of all cash and electronic sales, for each transaction.

The Grantor acknowledges that all such records may be saved in multiple systems.

124. The Concessionaire must keep and preserve on its premises for at least one year after the end of each Concession Year or part-year (where relevant) all evidence of sales, hire purchase agreements, bank deposit records, tax returns (including Goods and Services Tax returns) and other evidence of Gross Annual Revenue for each year. This must be kept in a retrievable and readable format.
125. The Grantor may require the Concessionaire to produce relevant financial or accounting information, including those items referred to in **Special Conditions 123 and 124** above, in order to verify any rent, fees, royalties, compensation or bond relevant to this Concession.
126. If, having reviewed the Concessionaire's financial documentation, the Grantor establishes that the Concessionaire has under-reported its Gross Annual Revenue the Grantor may, in addition to using the Grantor's enforcement powers, give notice to the Concessionaire that the Concessionaire must pay the adjusted amount and the Concessionaire will pay the Grantor in accordance with any such instructions or timeframes as the Grantor may reasonably impose.
127. Not later than 4 months after the end of each Concession Year, or part-year (if relevant), the Concessionaire will provide the Grantor with the Statement of Gross Annual Revenue for that Concession Year or part-year (if relevant) in order that the Grantor may prepare an invoice in respect of the Concession Fee for the relevant Concession Year or part-year. The statement should conform in material respects to that shown in Schedule 5.
128. The Concessionaire will pay the Concession Fee on or before the payment date specified in the Grantor's invoice.

### **Change in Shareholding**

129. For the purposes of **clause 8.6** of Schedule 2, the Grantor consents to any change in effective control of the Concessionaire which results from the Crown acquiring shares in the Concessionaire.

### **Administrative Fees Cap**

130. During the first 3 years of the Concession the Administrative Fees Cap will be [REDACTED] (plus GST). The Grantor will commence a review of the Administrative Fees Cap on or in the 6 months prior to each Concession Fee Review Date. The Grantor may, after providing the Concessionaire a reasonable opportunity to comment on any proposed changes, remove, raise, lower or maintain the cap.

### **Closure and suspension for volcanic activity**

131. Further to clause 18.1 of schedule 2 (*When can the Concession be suspended*), the Concessionaire agrees:
  - (a) the Grantor may close or restrict the Concessionaire's access to the Land (or parts of the Land) if the Grantor deems changing volcanic activity to pose an increased risk to public safety;
  - (b) the Grantor may direct the Concessionaire to evacuate its staff, contractors and invitees from the Land and to take all reasonable steps to assist with the evacuation of other users of the Land; and

- (c) the Grantor may re-open access to the Land once the Grantor deems the volcanic unrest has returned to background levels.

**Avoiding Damage to the Alpine Flush**

- 132. The Concessionaire must conduct the Concession Activity to seek to avoid adverse ecological effects in the area known as the Alpine Flush/Mangawhero ecological zone save for those effects which are both transient and minor. By way of examples, parking heavy machinery in the area is not permissible however sledding or other similar, low impact activities may take place when the area is covered in snow.

**Notifying the Grantor if Treaty relationship agreements are entered into**

- 133. The Concessionaire will promptly advise the Grantor if it enters into any formal relationship agreements with iwi and hapū in respect of the Land.

## **SCHEDULE 4**

### Index

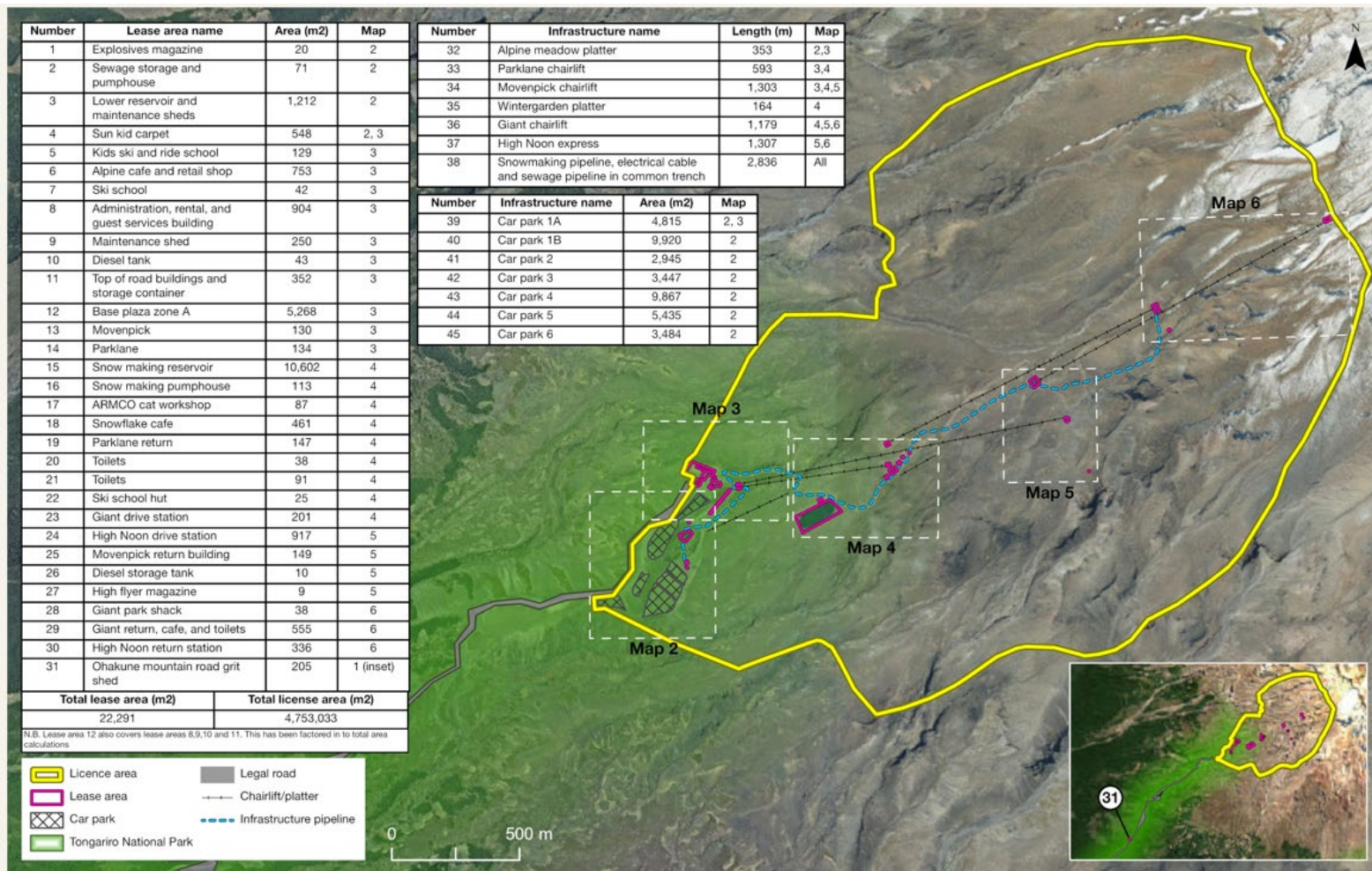
Maps 1 to 6 Location maps

Schedule 4.1: Table of Table of Lease Structures and Facilities (to be read in conjunction with Maps 1 to 6)

Schedule 4.2: Table of other infrastructure (to be read in conjunction with Maps 1 to 6)

Figure 1: Trail map

Map 1



Number	Lease area name	Area (m2)	Map
1	Explosives magazine	20	2
2	Sewage storage and pumphouse	71	2
3	Lower reservoir and maintenance sheds	1,212	2
4	Sun kid carpet	548	2, 3
5	Kids ski and ride school	129	3
6	Alpine cafe and retail shop	753	3
7	Ski school	42	3
8	Administration, rental, and guest services building	904	3
9	Maintenance shed	250	3
10	Diesel tank	43	3
11	Top of road buildings and storage container	352	3
12	Base plaza zone A	5,268	3
13	Movenpick	130	3
14	Parklane	134	3
15	Snow making reservoir	10,602	4
16	Snow making pumphouse	113	4
17	ARMCO cat workshop	87	4
18	Snowflake cafe	461	4
19	Parklane return	147	4
20	Toilets	38	4
21	Toilets	91	4
22	Ski school hut	25	4
23	Giant drive station	201	4
24	High Noon drive station	917	5
25	Movenpick return building	149	5
26	Diesel storage tank	10	5
27	High flyer magazine	9	5
28	Giant park shack	38	6
29	Giant return, cafe, and toilets	555	6
30	High Noon return station	336	6
31	Ohakune mountain road grit shed	205	1 (inset)
<b>Total lease area (m2)</b>		<b>22,291</b>	
<b>Total license area (m2)</b>		<b>4,753,033</b>	

Number	Infrastructure name	Length (m)	Map
32	Alpine meadow platter	353	2,3
33	Parklane chairlift	593	3,4
34	Movenpick chairlift	1,303	3,4,5
35	Wintergarden platter	164	4
36	Giant chairlift	1,179	4,5,6
37	High Noon express	1,307	5,6
38	Snowmaking pipeline, electrical cable and sewage pipeline in common trench	2,836	All

Number	Infrastructure name	Area (m2)	Map
39	Car park 1A	4,815	2, 3
40	Car park 1B	9,920	2
41	Car park 2	2,945	2
42	Car park 3	3,447	2
43	Car park 4	9,867	2
44	Car park 5	5,435	2
45	Car park 6	3,484	2

**Legend**

- Licence area (Yellow outline)
- Lease area (Pink outline)
- Car park (Hatched area)
- Tongariro National Park (Green area)
- Legal road (Grey line)
- Chairlift/platter (Dashed line)
- Infrastructure pipeline (Dotted line)

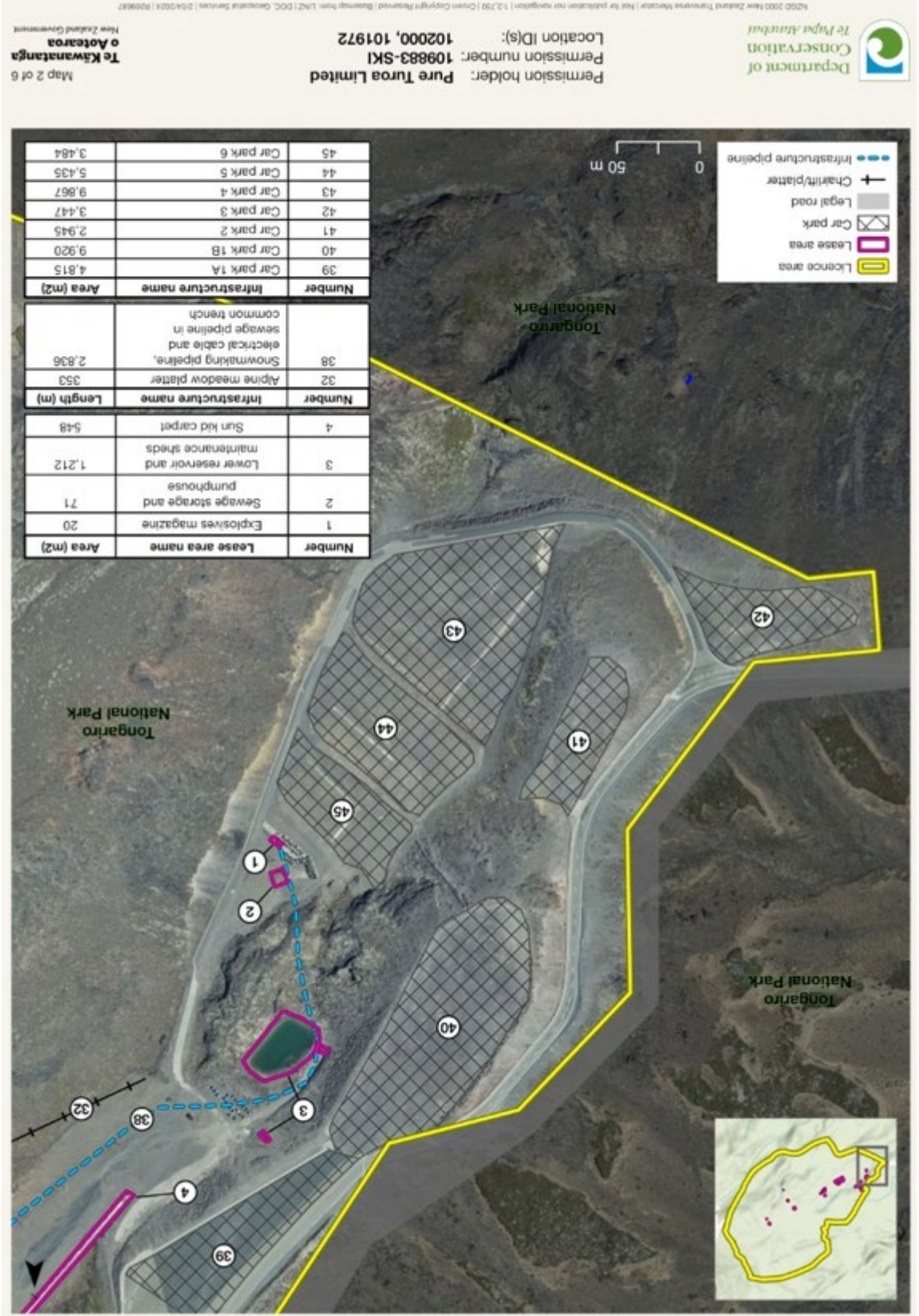


Permission holder: **Pure Turoa Limited**  
 Permission number: **109883-SKI**  
 Location ID(s): **102000, 101972**

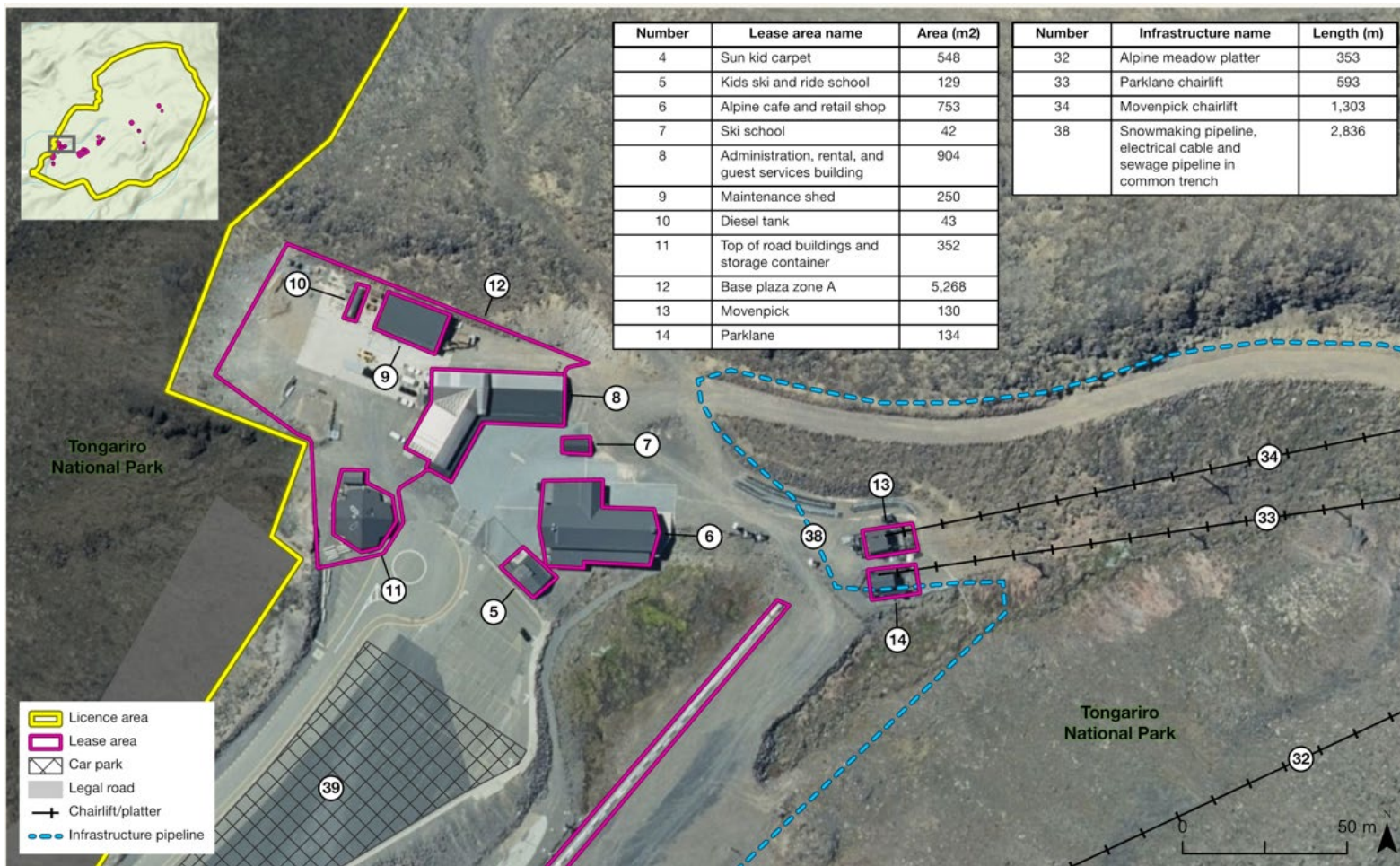
Map 1 of 6  
**Te Kāwanatanga o Aotearoa**  
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Map 3

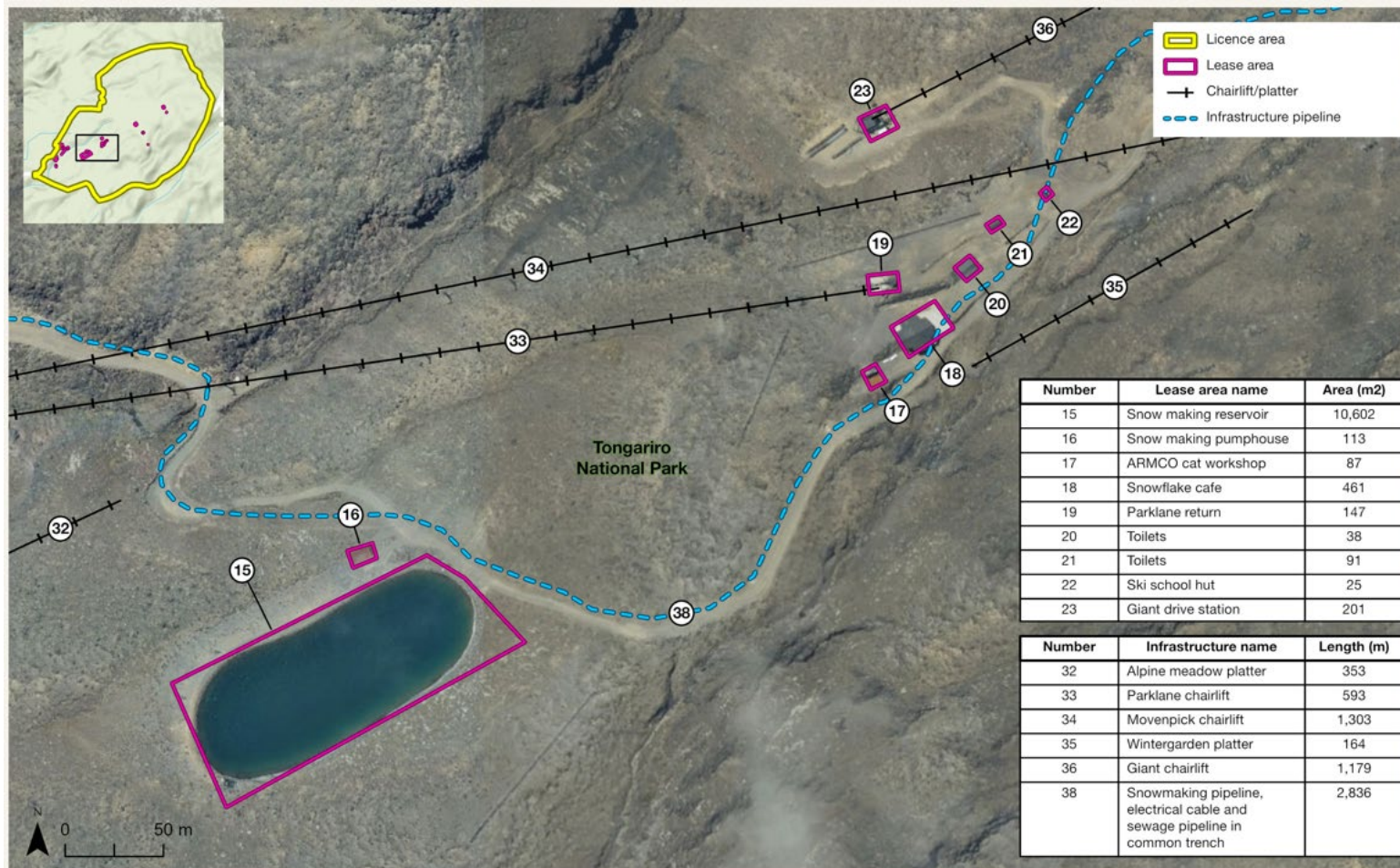


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Map 3 of 6  
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Map 4



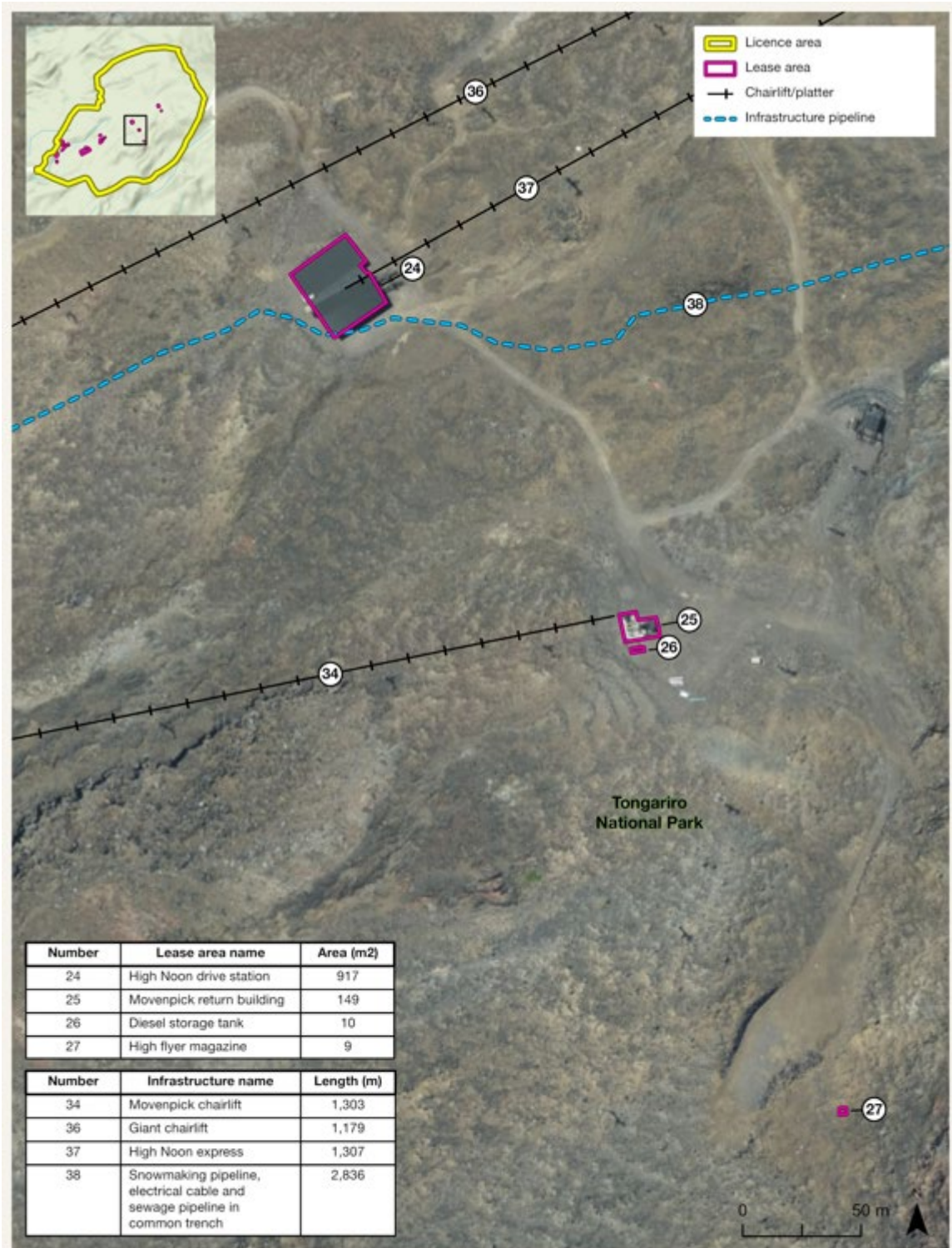
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Map 4 of 6

**Te Kāwanatanga o Aotearoa**  
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Map 5

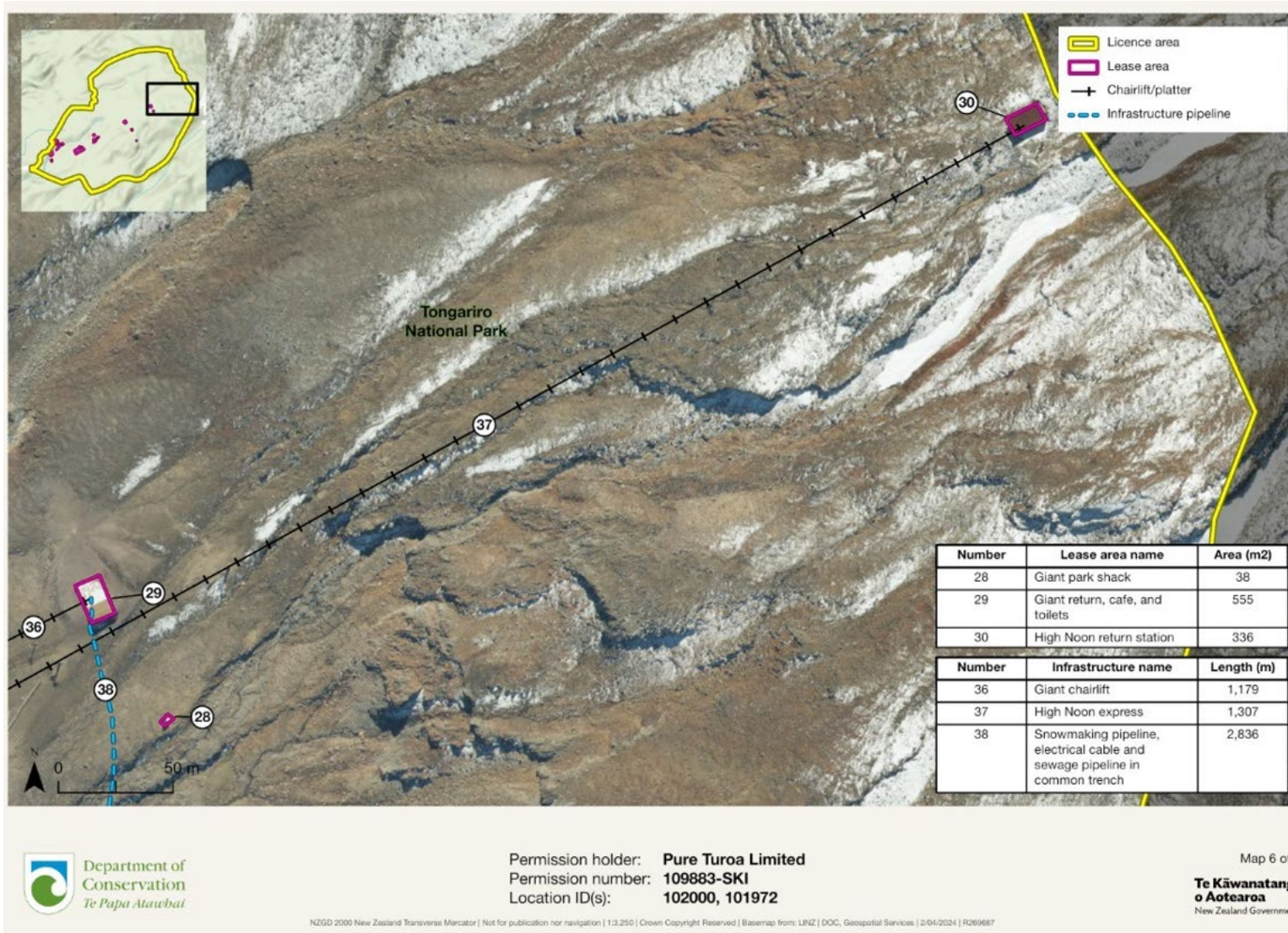


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 Permission number: **109883-SKI**  
 Location ID(s): **102000, 101972**

Map 5 of 6  
**Te Kāwanatanga o Aotearoa**  
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Map 6



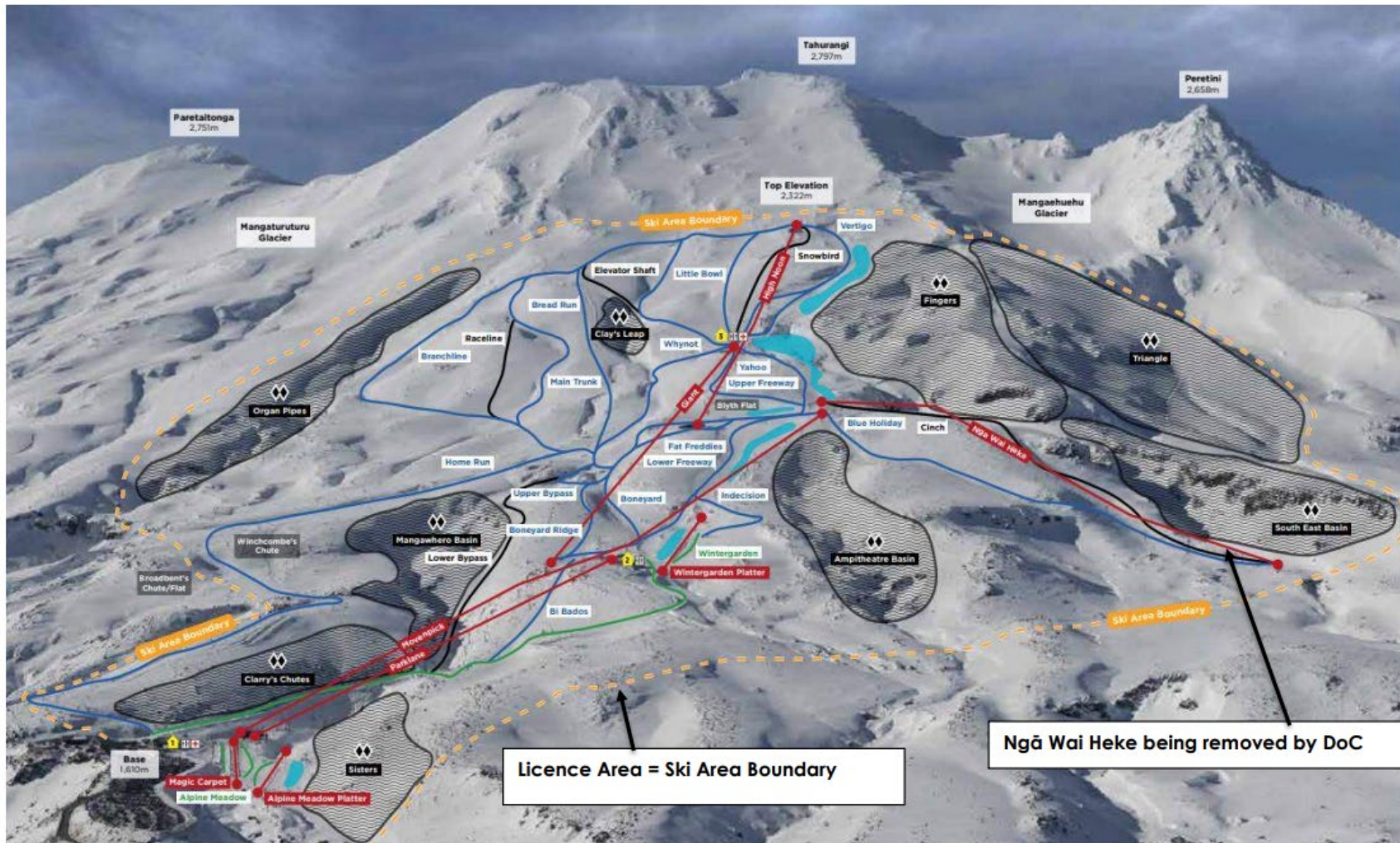
<b>Schedule 4.1: Table of Lease Structures and Facilities</b>				
<b>Figure #</b>	<b>Map</b>	<b>Infrastructure / Building Name</b>	<b>Actual Footprint</b>	<b>Approx. Coordinates</b>
<b>1</b>	2	Explosives magazine	20	E1817817 N5646033
<b>2</b>	2	Sewage storage and pumphouse	71	E1817817 N5646033
<b>3</b>	2	Lower reservoir and maintenance sheds	1212	E1817813 N5646161 and E1817822 N5646213
<b>4</b>	2, 3	Sun kid carpet	548	E1817907 N5646248
<b>5</b>	3	Kids ski and ride school	129	E1817909 N5646352
<b>6</b>	3	Alpine café and retail shop	753	E1817924 N5646366
<b>7</b>	3	Ski school	42	E1817924 N5646389
<b>8</b>	3	Administration, rental, and guest services building	904	E1817898 N5646403
<b>9</b>	3	Maintenance shed	250	E1817875 N5646426
<b>10</b>	3	Diesel tank	43	E1817857 N5646435
<b>11</b>	3	Top of road buildings and storage container	352	E1817858 N5646370
<b>12</b>	3	Base Plaza zone A (contains structures 8, 9, 10, 11)	5268	E1817845 N5646417
<b>13</b>	3	Movenpick drive station	130	E1818018 N5646362
<b>14</b>	3	Parklane drive station	134	E1818016 N5646350
<b>15</b>	4	Snow making reservoir	10602	E1818325 N5646243
<b>16</b>	4	Snow making pumphouse	113	E1818332 N5646305
<b>17</b>	4	ARMCO cat workshop	87	E1818601 N5646392
<b>18</b>	4	Snowflake cafe	461	E1818619 N5646413
<b>19</b>	4	Parklane return	147	E1818603 N5646436
<b>20</b>	4	Toilets	91	E1818647 N5646448

<b>Schedule 4.1: Table of Lease Structures and Facilities</b>				
<b>Figure #</b>	<b>Map</b>	<b>Infrastructure / Building Name</b>	<b>Actual Footprint</b>	<b>Approx. Coordinates</b>
<b>21</b>	4	Toilets	38	E1818662 N5646468
<b>22</b>	4	Ski school hut	25	E1818687 N5646485
<b>23</b>	4	Giant drive station	201	E1818599 N5646522
<b>24</b>	5	High Noon drive station	917	E1819181 N5646761
<b>25</b>	5	Movenpick return building	149	E1819301 N5646619
<b>26</b>	5	Diesel storage tank	10	E1819302 N5646609
<b>27</b>	5	High Flyer magazine	9	E1819391 N5646413
<b>28</b>	6	Giant park shack	38	E1819705 N5646966
<b>29</b>	6	Giant return, café, and toilets	555	E1819651 N5647054
<b>30</b>	6	High Noon return station	336	E1820324 N5647395
<b>31</b>	1 (inset)	Ohakune mountain road grit shed	205	E1815173 N5643815
Total lease area:			22,291m <sup>2</sup>	

<b>Schedule 4.2: Table of other infrastructure</b>				
<b>Figure #</b>	<b>Map</b>	<b>Infrastructure / Building Name</b>	<b>Actual Footprint (m<sup>2</sup>)</b>	<b>Approx. Coordinates</b>
<b>32</b>	2, 3	Alpine Meadow Platter	353m	E1817897 N5646178 to E1818217 N5646328
<b>33</b>	3, 4	Parklane Chairlift	593m	E1818016 N5646350 to E1818603 N5646436
<b>34</b>	3, 4, 5	Movenpick Chairlift	1303m	E1818018 N5646362 to E1819301 N5646619
<b>35</b>	4	Wintergarden Platter	164m	E1818793 N5646476 to E1818650 to N5646396
<b>36</b>	4, 5, 6	Giant Chairlift	1179m	E1818599 N5646522 to E1819651 N5647054
<b>37</b>	5, 6	High Noon Express	1307m	E1819181 N5646761 to E1820324 N5647395
<b>38</b>	All	Snowmaking Pipeline, Electrical cable and sewage pipeline in common trench	2,836m	E1817817 N5646033 to E1819651 N5647054
<b>39</b>	2,3	Carpark 1A	4,815m	E1817878 N5646310
<b>40</b>	2	Carpark 1B	9,920m	E1817728 N5646161
<b>41</b>	2	Carpark 2	2,945m	E1817632 N5645962
<b>42</b>	2	Carpark 3	4,447m	E1817520 N5645902
<b>43</b>	2	Carpark 4	9,867m	E1817703 N5645905
<b>44</b>	2	Carpark 5	5,435m	E1817738 N5645971
<b>45</b>	2	Carpark 6	3,484m	E1817780 N5646018



Figure 1 Trail Map



## **SCHEDULE 5**

### **STATEMENT OF GROSS ANNUAL REVENUE**

#### **Pure Tūroa Limited**

#### **Tūroa Ski Area**

#### **Lease and Licence**

Concession Number: 109883-SKI

**CONCESSION YEAR: 01/04/\_\_\_\_\_ to 31/03/\_\_\_\_\_**

#### **Items for inclusion:**

- i. A chartered accountant certified set of financial statements for the Concession Year just gone (or part-year if relevant) which clearly shows the Gross Annual Revenue associated with each aspect of the Concession Activity and including a profit and loss account and balance sheet for the relevant period; and
- ii. A statement signed by the Concessionaire as to the Concessionaire's Gross Annual Revenue for the Concession Year (or part-year if relevant) in which the revenue streams are clearly delineated by activity type; and
- iii. A statement signed by the Concessionaire setting out how many people have used the Concessionaire's various services and facilities each month during the Concession Year (or part-year if relevant) just gone; and
- iv. If the Gross Annual Revenue cannot be clearly identified in the financial statements a reconciliation must be provided to explain the relationship.

Please return to: Department of Conservation

PO Box 5244

Ōtepoti/Dunedin 9054

email: [TransactionCentre@doc.govt.nz](mailto:TransactionCentre@doc.govt.nz)