



Concession – Wild Animal Recovery Operation Permit

North Island Schedule: *Deer, pig and goat carcass recovery, and live capture of deer, pig and goat*

THIS CONCESSION is made this day of 2023.

PARTIES:

1. **Minister of Conservation** (“the Grantor”)
2. _____ (“the Concessionaire”)

BACKGROUND

- A. The Grantor administers and manages the public conservation land described in **Schedule 1** (the “Land”).
- B. Section 22 of the Wild Animal Control Act 1977 authorises the Grantor to grant, in accordance with Part 3B of the Conservation Act 1987, concessions authorising the holder of the concession to engage in wild animal recovery operations and, in so doing, to enter any land that is:
 - (a) a conservation area;
 - (b) a national park;
 - (c) a reserve (but not a reserve vested in an administering body);
 - (d) a wildlife sanctuary, wildlife refuge or wildlife management reserve under the Wildlife Act 1953;
 - (e) land to which the National Parks Act 1980 is applied as if the land were a national park.
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- D. The Concessionaire acknowledges that the Land may be the subject of Treaty of Waitangi claims and settlements.
- E. The Grantor is satisfied that the requirements of Part 3B of the Conservation Act 1987 and section 23 of the Wild Animal Control Act 1977 have been complied with.
- F. The parties wish to record the terms and conditions of the Concession.

OPERATIVE PARTS

- G. In exercise of the Grantor's powers under section 22 of the Wild Animal Control Act 1977 and in accordance with Part 3B of the Conservation Act 1987 the Grantor **GRANTS** to the Concessionaire a **WILD ANIMAL RECOVERY OPERATION PERMIT** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Concession and its Schedules:

Schedule 1: Description of Concession Activity and Related Terms and Conditions

Schedule 2: Standard Conditions

Schedule 3: Special Conditions Applying to Concession Activity

Schedule 4: Roar and Christmas Closure Periods applying to Permitted Zones (coloured green) and Restricted Zones (coloured orange)

Schedule 5: Restricted Zones (coloured orange) where Additional Special Conditions apply

<p>SIGNED on behalf of the Minister of Conservation by</p> <p>_____</p> <p>Sarah Owen Director Office of Regulatory Services acting under delegated authority in the presence of:</p> <p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Witness Name</p> <p>_____</p> <p>Witness Occupation</p> <p>_____</p> <p>Witness Address</p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General’s office at 18-32 Manners Street, Wellington.</p>	<p><i>(Select one only of the following execution clauses and delete the other four)</i></p> <p>SIGNED by <i>[insert name of Concessionaire if an individual]</i></p> <p>_____</p> <p>in the presence of:</p> <p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Witness Name</p> <p>_____</p> <p>Witness Occupation</p> <p>_____</p> <p>Witness Address</p> <p>Or</p> <p>SIGNED by <i>[insert name of Company]</i> Limited by:</p> <p>_____ Director <i>[insert name]</i></p> <p>_____ Director <i>[insert name]</i></p> <p>Or</p> <p><i>NOTE: the following execution clause may only be used if you have checked the Company records at the Companies Office and have confirmed that the Company has only one Director</i></p> <p>SIGNED by <i>[insert name of Company]</i> Limited by its Director <i>[insert name]:</i></p>
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	<hr/> <p>in the presence of:</p> <hr/> <p>Witness Signature</p> <hr/> <p>Witness Name</p> <hr/> <p>Witness Occupation</p> <hr/> <p>Witness Address</p> <p>Or</p> <p>SIGNED on behalf of <i>[insert name of partnership]</i> by <i>[insert name of authorised signatory]</i> in the presence of:</p> <hr/> <p>Witness Signature</p> <hr/> <p>Witness Name</p> <hr/> <p>Witness Occupation</p> <hr/> <p>Witness Address</p>
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SCHEDULE 1

DESCRIPTION OF CONCESSION ACTIVITY AND RELATED TERMS AND CONDITIONS

Item	Title ¹	Description
1.	Land <i>(clause 1)</i>	<p>(1) The Land over which the Concession Activity in Item 2(a)-(f) inclusive of this Schedule is authorised is that public conservation land identified on maps provided by the Grantor to the Concessionaire to download through a OneDrive link (emailed to the Concessionaire) being the areas shown zoned as:²</p> <ul style="list-style-type: none"> • “Permitted” (coloured green); and • “Restricted” (coloured orange). <p>(2) In addition to the Land identified in (1) above, the Concession Activity in Item 2(g) of this Schedule ONLY is authorised at any site on the public conservation land where the site is legally accessible by motor vehicle, such as a car park or formed road. For the avoidance of doubt, this includes areas on the Land shown zoned as “Not Permitted” (coloured red).</p> <p>(3) Other than as provided for in (2) above, the Concession Activity is NOT AUTHORISED on the public conservation land areas shown zoned as “Not Permitted” (coloured red).</p> <p><i>Note: The Minister’s delegate made separate decisions on classification of Land over which the Concession Activity is authorised or is not authorised on 1 June 2023.</i></p>
2.	Concession Activity <i>(clause 1)</i>	<p>The use of aircraft (whether or not for hire or reward) to carry out one or more of the following activities:</p> <p>(a) the searching for, shooting, or immobilising of deer, pig or goat;</p> <p>(b) the capture and conveyance of live deer, pig or goat;</p> <p>(c) the recovery of any dead deer, pig, goat or any part of such deer (including velvet), pig, goat for supply to a Ministry for Primary Industries registered primary processor;</p> <p>(d) the recovery of any dead deer, pig, goat or any part of such wild animals for the personal consumption of the Concessionaire or its employees or contractors, only where undertaking the activity in (d);</p> <p>(e) the carriage of persons, supplies, equipment, firearms, ammunition, or other things that may be used for the purposes of any of paragraphs (a), (b), (c) or (d);</p> <p>(f) the use of aircraft to facilitate the offloading of any recovered deer, pig, or goat carcasses to a refrigerated truck or similar vehicle for transport;</p> <p>BUT EXCLUDES THE FOLLOWING ACTIVITIES:</p> <p>(1) the live capture or carriage of any wild animal species other than deer, pig or goat;</p>

¹ All references are to clauses in Schedule 2 unless specified.

² These areas are indicated on maps publicly available on the DOC website at: [National wild animal recovery operations: Apply for permits \(doc.govt.nz\)](#). Should there be any differences in mapped areas, the information provided by the Department to the Concessionaire through the OneDrive link prevails.

		<p>(2) the carriage of any other dead wild animal species;</p> <p>(3) the carriage of any passenger(s) apart from:</p> <ol style="list-style-type: none"> i. an employee or contractor of the Concessionaire who is engaged in the Concession Activity, or ii. an employee or agent of the Grantor or the Ministry of Primary Industries or the Civil Aviation Authority where the employee or agent is monitoring or reviewing the Concession Activity. <p>This passenger exclusion includes recreational hunters (whether ground-based or not) and any persons who are providing a guided hunting service;</p> <p>(4) the recovery of any wild animal or part thereof for the purpose of personal consumption other than in the circumstances provided for by (d) above;</p> <p>(5) the recovery of any wild animal for trophy-mounting purposes.</p>
3.	Aircraft type <i>(Schedule 3, special condition 8)</i>	<p>Prior to undertaking the Concession Activity, the Concessionaire must provide the following details in writing for all aircraft which it intends to use for the Concession Activity:</p> <p><i>Aircraft make and model:</i></p> <p><i>Registration number:</i></p> <p><i>Colour:</i></p>
4.	Term <i>(clause 2)</i>	x years commencing on xxx 2023 (the commencement date)
5.	Renewal(s) <i>(clause 2)</i>	Nil / one right of renewal for a period of xxx years
6.	Final Expiry Date <i>(clause 2)</i>	<p>Xxxx 20xx, being the day before the xxth anniversary of the commencement date /including a right of renewal.</p> <p><i>Note: total term including renewals cannot exceed ten (10) years</i></p>
7.	Processing Fee <i>(clause 3)</i>	\$x,xxx.00 plus GST
8.	Concession Fee <i>(clause 3)</i>	<p>\$0.00 per annum plus GST</p> <p><i>In reliance upon section 17X(f)(i) of the Conservation Act 1987 due to the public/ conservation benefit of the Concession Activity a Concession Fee is not required</i></p>
9.	Management Fee and Monitoring Costs <i>(clause 3 and Schedule 3, special condition 35)</i>	<p>Management Fee</p> <p>\$x,xxx.00 per annum plus GST</p> <p>Monitoring Costs</p> <p>Standard Departmental charge-out rates for staff time and mileage required to monitor the effects of the concession activity and compliance with concession conditions.</p>
10.	Fee Payment Date <i>(clause 3)</i>	Payable on or before the date specified in any invoice issued by the Grantor.
11.	Fee Review Date (s) <i>(clause 3)</i>	The third anniversary of the commencement date, and every subsequent third anniversary until the final expiry date.
12.	Penalty Interest Rate <i>(clause 3)</i>	<p>Double the current Official Cash Rate (OCR).</p> <p>See Reserve Bank of New Zealand website</p>
13.	Insurance <i>(To be obtained by Concessionaire)</i>	<p><u>Types and amounts:</u></p> <p>(a) General Public Liability for an amount no less than NZ\$2,000,000.</p>

	(clause 6)	<p>(b) Third Party Motor Vehicle Liability for an amount no less than NZ\$1,000,000.</p> <p>(c) Aviation Legal Liability for an amount no less than NZ\$2,000,000</p> <p>Subject to review on each concession fee review date.</p> <p><i>Certificates of Insurance Received: Yes/No [delete as appropriate]</i></p>
14.	Addresses for Notices (clause 12)	<p>The Grantor's address is:</p> <p>National Transactions Centre Level 1 John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Postal address National Transactions Centre P O Box 5244 Dunedin 9054 Phone: (03) 477 0677 Email: TransactionCentre@doc.govt.nz</p> <hr/> <p>The Concessionaire's address in New Zealand is:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Phone: Email:</p> <p><i>Note: Use street address and postal address</i></p>
14.	Special Conditions (clause 15)	See Schedules 3, 4 and 5.

Note: The clause references are to the Standard Conditions set out in Schedule 2 unless otherwise stated.

SCHEDULE 2

STANDARD CONDITIONS

1. Interpretation and Concession Activity

1.1. Terms used in this Concession have the following meanings:

Commencement date means the date stated in Item 4 of Schedule 1.

Concession means this document including all Schedules.

Concession Activity means the activities described in Item 2 of Schedule 1 subject to the exclusions set out in that item.

Concessionaire includes the directors and shareholders if the Concessionaire is a company, the partners if the Concessionaire is a partnership, the trustees if the Concessionaire is a trust, and any employees, contractors, or agents of the Concessionaire.

Grantor means the Minister of Conservation and includes the Director-General of Conservation.

Fee includes the Processing Fee as stated in Item 7 of Schedule 1, Concession Fee as stated in Item 8 of Schedule 1, and Management Fee and Monitoring Costs as stated in Item 9 of Schedule 1

Final Expiry Date means the date stated in Item 6 of Schedule 1.

Land means the areas of public conservation land (including conservation areas, reserves and national parks) described in Item 1 of Schedule 1.

Working day means Monday to Friday inclusive excluding any Public Holidays, including the regional anniversary day for the region where the Concessionaire has its address as stated in Item 14 of Schedule 1.

1.2. The Concessionaire must not use the Land for any purpose other than the Concession Activity. The Concessionaire must not start the Concession Activity until the Concessionaire has signed the Concession and returned a signed copy of the Concession to the Grantor, as if it were a notice given under this Concession.

1.3. The Concessionaire is responsible for the acts and omissions of its employees, contractors, or agents. The Concessionaire is liable under this Concession for any breach of the Concession by its employees, contractors, or agents as if the breach had been committed by the Concessionaire.

2. Term and Renewals (if any)

2.1. The Concession term commences on the Commencement date and ends on the Final Expiry Date.

2.2. 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.

2.3. 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.

3. Processing Fee, Concession Fee, Management Fee, Monitoring Costs and Review

3.1. The Concessionaire must pay the Processing Fee (Item 7 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.

3.2. The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee and the Management Fee (including any monitoring costs) plus GST on the Fee Payment Date(s) as specified in Item 10 of Schedule 1.

3.3. If payment is not made within 14 days of the Fee Payment Date, then the Concessionaire must pay interest on the unpaid Fees from the Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

3.4. The Grantor must review the Concession and Management Fee on the Fee Review Date specified in Item 11 of Schedule 1. If both parties cannot agree on the new fee within 30 working days of the Grantor's giving the Concessionaire written notice of the review, the provisions of clause 10 of this Schedule (Dispute Resolution) will apply.

4. Protection of Environment

4.1. Except for the purposes that are approved by this Concession, or except as otherwise approved in writing by the Grantor, the Concessionaire **must not**, whether by act or omission:

- (a) interfere with, remove, damage, or endanger any natural feature, animal, plant, or historic resource on the Land; or
- (b) bring any plant, animal, or firearm on to the Land; or
- (c) deposit on the Land:
 - (i) debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land, and
 - (ii) 'gut bags' or similar animal bodily waste within 50 metres of any water body, water source, track, road, hut, or any other place likely to be used by members of the public; or
- (d) pile or store materials in any place on the Land where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
- (f) bury any toilet waste within 50 metres of any water source.

4.2. The Concessionaire must:

- (a) take all reasonable precautions to ensure no fire hazard arises from its carrying out of the Concession Activity;
- (b) not light or permit to be lit any fire on the Land;

- (c) not store, or permit to be stored, fuel or other combustible materials on the Land without the prior written permission of the Grantor. Any storage of fuel and combustible materials must comply with the Hazardous Substances and New Organisms Act 1996;
- 4.3. Having regard to the Concession Activity, the Concessionaire must ensure it adheres to the international “Leave No Trace” Principles (www.leavenotrace.org.nz).
- 4.4. The Concessionaire must comply with all guidelines and notices issued by Ministry for Primary Industries on measures to avoid spreading the pest organism *Didymosphenia geminata* (“Didymo”),³ and/ or any other pest organism identified during the term of this Concession.
- 4.5. The Grantor may require the Concessionaire to adopt new technology if:
 - (a) it would be likely to reduce any adverse environmental impact of the Concession Activity; and
 - (b) the Concessionaire can purchase that new technology and integrate the technology into the Concessionaire’s operation without causing the Concessionaire unreasonable cost in the circumstances (i.e. not in excess of \$1,000 plus GST).

5. **Health and Safety**

- 5.1. The Concessionaire must operate under 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, including the Civil Aviation Authority, relating to the performance of this Concession.
- 5.2. The Concessionaire must:
 - (a) eliminate risks to health and safety, so far as is reasonably practicable; and
 - (b) if it is not reasonably practicable to eliminate risks to health and safety, minimise those risks so far as is reasonably practicable.
 - (c) record and report to the Grantor all accidents or incidents involving serious harm within 24 hours of their occurrence and forward an investigation report to the Grantor within 3 working days of the accident or incident occurring;
 - (d) at the request of the Grantor make available for interview any of the Concessionaire’s directors, employees, contractors or agents who in the opinion of the Grantor might assist any investigation by the Grantor into the cause of any such serious harm accident or incident.
- 5.3. The Concessionaire must notify the Grantor as soon as practicable of any natural event or activity or other hazard on the Land or the surrounding area of which it is aware, and which may endanger the public or the environment.

6. **Indemnities and Insurance**

- 6.1. 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

³ Refer updated guidance at: <https://www.mpi.govt.nz/outdoor-activities/boating-and-watersports-tips-to-prevent-spread-of-pests/check-clean-dry/>

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.

- 6.2. 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.
- 6.3. This indemnity is to continue after the expiry or other determination of this Concession in respect of those acts or omissions occurring or arising before its expiry or determination.
- 6.4. The Grantor is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity 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 6.5, such damage or interference is caused by any wilful act or omission of the Grantor, or the Grantor's employees, agents or contractors.
- 6.5. Where the Grantor is found to be liable in accordance with clause 6.4, the total extent of the Grantor's liability is limited to \$1,000,000.
- 6.6. Despite anything else in clause 6 neither the Grantor nor the Concessionaire are liable for any indirect or consequential damage or loss howsoever caused.
- 6.7. Without prejudice to or in any way limiting its liability under this clause 6 the Concessionaire, at the Concessionaire's expense, must take out, and keep current with a substantial and reputable insurer, policies for insurance and for amounts not less than the sums specified in Item 13 of Schedule 1.
- 6.8. 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 6.7. 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.
- 6.9. 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.

7. Compliance

- 7.1. The Concessionaire must comply where relevant with:
 - (a) the provisions of any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, Wild Animal Control Act 1977, or Wildlife Act 1953; or any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part 2A of the Reserves Act 1977; 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) the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, the Wild Animal Control Act 1977 and any other Act, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and

- (c) all notices and requisitions of any responsible authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity.
- 7.2. The Concessionaire must comply with all conditions imposed by the Grantor as set out in this Concession and supply the Grantor with evidence of compliance within three working days of a written request by the Grantor.
- 7.3. A breach or contravention by the Concessionaire of:
- (a) any statement of general policy or any relevant conservation management strategy, conservation management plan, management plan referred to in clause 7.1(a); or
 - (b) 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.
- 7.4. The Concessionaire, and any pilot of an aircraft operating under this Concession, must:
- (a) hold the applicable aviation document and privileges to conduct the Concession Activity under the Civil Aviation Act 1990 (or any Act passed in replacement of that Act) and Rules made under that Act or any replacement Act; and
 - (b) comply with any, and all, Civil Aviation legal requirements applying to the Concession Activity; and
 - (c) produce to the Grantor (or the Grantor's delegate), if so requested, and as soon as is reasonably possible, any document or privilege referred to in this clause 7.4(a) and (b).

8. Suspension

- 8.1. The Grantor may suspend this Concession either in whole or in relation to any part of the Land 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, including from the activities of the Concessionaire.
- 8.2. The Grantor may suspend this Concession either in whole or in relation to any part of the Land 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, until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.
- 8.3. The Grantor may suspend the Concession either in whole or in relation to any part of the Land for such period as the Grantor determines where the Concessionaire has breached any condition of this Concession, without prejudice to any other rights the Grantor may have.
- 8.4. The Grantor may suspend this Concession while the Grantor investigates:
- (a) any circumstance contemplated in clauses 8.1 and 8.2, or
 - (b) any potential breach of the Concession under clause 8.3, or
 - (c) any possible offence by the Concessionaire, whether or not related to the Concession Activity, under the Conservation Act 1987 or any Act mentioned in Schedule 1 of the

Conservation Act; or

- (d) any possible offence by the Concessionaire under any other enactment affecting or relating to the Land or which, in the Grantor's opinion, relates to the Concession Activity.
- 8.5. The Grantor may suspend this Concession while any responsible authority, including the Grantor, undertakes an investigation into the cause of any accident or incident involving serious harm and reported to the Grantor under clause 5.2(c); or while any other responsible authority is undertaking an investigation into a possible offence by the Concessionaire affecting or relating to the Land or which in the Grantor's opinion affects or relates to the Concession Activity.
- 8.6. The word "investigates" in clauses 8.4 and 8.5 includes the filing of charges and awaiting any decision of a Court or Tribunal.
- 8.7. The Grantor must notify any temporary suspension of the Concession to the Concessionaire as soon as reasonably practicable. Such suspension shall not take effect until the Grantor has notified the Concessionaire.
- 8.8. During any period of temporary suspension arising under clauses 8.1 or 8.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 8.9. The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the temporary suspension of the Concession under this clause 8 including loss of profits.

9. Termination

- 9.1. The Grantor may terminate this Concession either in whole or in part:
- (a) by 5 working days' notice to the Concessionaire if any Fee or other money payable to the Grantor under this Concession is in arrears and unpaid for 14 days after any day 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 condition 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 clause 5 (Health and Safety) or clause 6.7 (Insurance), including where an enquiry into an incident or accident reported by the Concessionaire in accordance with clause 5.2(c) by a responsible authority reveals that a reasonable standard of safety was not maintained, and/or the Concessionaire was negligent; or
 - (e) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or where, in the Grantor's opinion, 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:
 - (i) the Conservation Act 1987 or any of the Acts listed in Schedule 1 of the Conservation Act; or
 - (ii) any other legislation affecting or relating to the Land or which, in the Grantor's opinion, affects or relates to the Concession Activity; or
- (g) by notice in writing to the Concessionaire if the Concessionaire or the Guarantor –
 - (i) is dissolved; or
 - (ii) enters into any composition with or assignment for the benefit of its creditors; or
 - (iii) is adjudged bankrupt; or
 - (iv) being a company, has a receiver appointed; or
 - (v) is put into liquidation; or
 - (vi) is placed under statutory management; or
 - (vii) has a petition for winding up presented against it; or
 - (viii) is otherwise unable to pay its debts as they fall due; or
 - (ix) the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or
 - (x) the Concessionaire ceases to function or operate; or
- (h) immediately if there is, in the sole opinion of the Grantor:
 - (i) 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
 - (ii) from natural causes such as earthquake, land slip, volcanic activity, flood, or
 - (iii) arising in any other way, whether or not from any breach of this Concession on the part of the Concessionaire.

9.2. The Grantor may exercise its power to terminate under clause 9.1(h) without giving notice.

9.3. 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.

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

10. Dispute Resolution

10.1. 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:

- (a) meet to discuss the dispute to see whether the parties can agree to a means to resolve the dispute;
- (b) if the parties are unable to resolve the dispute at a meeting, 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, and the parties are to share equally in the costs of any agreed dispute resolution process.

- (c) if a dispute is not capable of resolution by agreement within 20 working 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.
- (d) The decision of the Disputes Tribunal is to be final, subject to any remedies available to either party under the Disputes Tribunal Act 1988.

10.2. Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

11. Assignment

- 11.1. Notwithstanding any other provision of this Concession, 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's entering into a contract or any other arrangement of any type whereby the Concession Activity would be carried out by a person other than the Concessionaire) without the prior written consent of the Grantor.
- 11.2. Sections 17P, 17S, 17SA – 17SE, 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.
- 11.3. If the Grantor gives consent under this clause, the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and must procure from the transferee, contractor, agent or assignee a covenant to be bound by the terms and conditions of this Concession.
- 11.4. The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 11.5. Where the Concessionaire is a company then any change in company shareholding which would alter the effective control of the Concessionaire is deemed to be an assignment and requires the consent of the Grantor.

12. Notices

- 12.1. Any notice to be given under this Concession which is required to be in writing is to be made by personal delivery, email or by pre-paid post to the receiving party at the address or email address specified in Item 15 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 email, on the date of dispatch if that day is a working day and the email is received prior to 5 pm, otherwise on the next working day;
 - (c) in the case of post, on the 3rd working day after posting.

13. Costs

- 13.1. The Concessionaire must pay the Grantor's legal costs and expenses and any other administrative costs of, and incidental to, preparing and signing this Concession or any renewal, extension or variation of it.
- 13.2. 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.

14. Grantor's Consent or Approval

- 14.1. Where the Grantor's consent or approval is expressly required under this Concession, or the Concession requires the Grantor to exercise a discretion, the Concessionaire must seek that approval or consent or exercise of discretion for each separate time it is required even if the Grantor may have given approval or consent or exercised a discretion for a like purpose on a prior occasion. Provided the Grantor must act reasonably and within a reasonable time, any such consent or approval or exercise of discretion may be made on such conditions as the Grantor considers appropriate.

15. Special Conditions

- 15.1. Special conditions are set out in Schedules 3, 4 and 5.
- 15.2. The standard conditions in this Schedule 2 are subject to the special conditions in Schedules 3, 4 and 5.

16. The Law

- 16.1. This Concession is governed by the laws of New Zealand.

SCHEDULE 3

Special Conditions Relating to Concession Activity

No priority over the Land

1. This Concession does not give the Concessionaire any priority over other users of the Land to use huts or other public facilities on the Land.
2. The Concessionaire must avoid, where possible, overflying tramping routes, tracks, and other visitor facilities.
3. The Concessionaire must not capture or kill any wild animal with a radio-tracking device attached by a neck collar. If an animal with a collar is shot, the Concessionaire must advise the nearest Department of Conservation office within three working days and return the collar to the office as soon as reasonably practicable.

Use of firearms, ammunition, and associated equipment

4. During the hours of darkness, the Concessionaire must not discharge a firearm or conduct spotlighting operations or use night vision sights or other related equipment while undertaking the Concession Activity.
5. The Concessionaire may only use thermal imaging or similar equipment to undertake the Concession Activity during the hours of daylight.
6. The Concessionaire must ensure, in respect of any person who carries and uses firearms and ammunition as part of undertaking the Concession Activity, that person holds a current firearms licence with relevant endorsements and exemptions as required under the Arms Act 1983.

Aircraft, pilots, and landing requirements

7. Prior to undertaking any flight (take-off and landing) under this Concession, any pilot in command of aircraft on behalf of the Concessionaire must review this Concession.
8. The Concessionaire must only use aircraft to conduct the Concession Activity as specified in Item 3 of Schedule 1 of this Concession, or as notified by the Concessionaire to the Grantor in writing prior to use. The Concessionaire must notify the Grantor of any changes to the aircraft make, model, registration number, or colour(s) before carrying out the Concession Activity using a different aircraft.
9. Where a helicopter is used in carrying out the Concession Activity, the Concessionaire must adhere to the Helicopter Association International “Fly Neighbourly” Guide at all times.
10. Further to Schedule 2 clause 7.4, where the Concessionaire is undertaking the Concession Activity using a Robinson R22 or R44 helicopter, the pilot in command of the aircraft must comply with any safety training requirements for those models of aircraft as may be issued by the Director of Civil Aviation from time to time.⁴
11. Where appropriate the Concessionaire must contact and adhere to the procedures of any relevant aircraft user group e.g., the Mount Cook and Westland National Parks User Group, or the Queenstown Milford User Group.

⁴ At the Commencement Date Notice of Requirement NTC 61.365 is in force requiring pilots complete approved safety training every 24 months: <https://www.aviation.govt.nz/safety/safety-advice/helicopter-safety/robinson-helicopter-safety-training/>

12. Subject to compliance with Civil Aviation Rules, the Grantor may send any officer of the Department of Conservation to observe any of the activities authorised by this Concession for the purpose of assessing the effects of the Concession Activity.
13. Further to special condition 1 above, the Concessionaire does not have priority use of any landing site located on the Land and may only land if such landing site is clear of other users including recreationalists. If any other aircraft is present on a site, the pilot may land only if no hazard is caused and provided Civil Aviation Rules are complied with.

Supplier contract requirements

14. During the Term the Concessionaire must either hold a current supply contract for the supply of deer, pig, goat carcasses, with a registered Ministry for Primary Industries (“MPI”) primary processor **or** have a contract with a marketing entity which holds a current supply contract with a registered MPI primary processor.
15. Where the Concessionaire enters into a contract with a marketing entity, it must be an essential condition of any such contract that the marketing entity holds a current supply contract for the supply of deer, pig, goat carcasses with a registered MPI primary processor at all times.
16. The Concessionaire must ensure that any relevant supply contract remains current whenever the concession activity is undertaken, and the Grantor may seek confirmation of this from any or all of the Concessionaire, the nominated primary processor, or, where relevant, the marketing entity at any time.
17. The Concessionaire must provide evidence of either:
 - (a) a current supply contract (for the supply of deer, pig, goat, and chamois carcasses) with a registered MPI primary processor, or
 - (b) a current contract with a marketing entity that has a supply contract with a registered MPI primary processor,
 to the Grantor annually on 1 July.
18. The Concessionaire must not take any wild animal that has been hunted or killed in an area defined within the Department of Conservation Pesticide Summaries where it specifies “pesticides have been laid”.
19. The Concessionaire authorises the Grantor to contact the MPI primary processor or marketing entity to update any relevant changes to any supply agreement if required.

Temporary Land Restrictions or Exclusions

20. The Concessionaire acknowledges the Grantor may, in his or her discretion at any time, and on giving written notice to the Concessionaire, temporarily rezone any area(s) of the Land as “Restricted” or “Not Permitted” for the purposes of this Concession if the Grantor considers it is necessary to do so for management purposes. In such circumstances the Grantor must:
 - (a) notify the Concessionaire as soon as reasonably practicable of the change in Land zoning and the Grantor’s reasons for the change; and
 - (b) confirm the date when the change in Land zoning will take effect, which must be at least 5 working days after the date of the written notice; and

The Grantor may also, at his or her discretion, provide the Concessionaire with updated maps for the Land through the OneDrive link (or by such other data sharing method as the Grantor in

his or her opinion considers appropriate) and which shall take effect from the date stated by the Grantor.

21. Where, in the Grantor's opinion, the reason for rezoning an area of the Land as "Restricted" or "Not Permitted" ceases to apply, and there is no other reason for continuing to restrict the area from the Concessionaire's use for the Concession Activity, the Grantor must reinstate the area to its previous zoning for use by the Concessionaire under this Concession and notify the Concessionaire of the reinstatement and the date when the reinstatement takes effect.
22. The Grantor is not liable to the Concessionaire for any loss which may be sustained by the Concessionaire by reason of any action being taken under special conditions 20-21 inclusive, including loss of profits.

Information requirements

23. The Concessionaire must record a Global Positioning System (GPS) flight track log of all flights conducted while undertaking the Concession Activity. Recording intervals are to be in line with MPI specifications. This data must be stored in line with MPI specifications. The Concessionaire must retain such data for the duration of this Concession and for one year after the final expiry date.
24. The Concessionaire must record GPS waypoints of all animals shot or captured while undertaking the Concession Activity in line with MPI specifications. The Concessionaire must retain such data for the duration of this Concession and for one year after the final expiry date.
25. The Concessionaire must provide returns, within 10 working days of animals being shot or captured while undertaking the Concession Activity, and in an electronic form acceptable to the Grantor, to WAROharvestdata@doc.govt.nz (or such alternative email address as is advised in writing by the Grantor to the Concessionaire). These returns must contain the following information:
 - (a) GPS waypoints (X/Y – NZTM coordinates) for flightpaths/ tracked flightlogs in accordance with MPI specifications,
 - (b) Location animal killed or captured (X/Y – NZTM coordinates, if not shown by (a) above),
 - (c) Date animal is killed or captured,
 - (d) animal species name (common name is acceptable),
 - (e) sex of animal, and
 - (f) provided the Concessionaire usually collects this information, animal age estimate, i.e. adult or yearling.
26. The Grantor may ONLY use the information provided under special condition 25 for compliance, monitoring, and conservation management purposes.
27. The expression "conservation management purposes" as used in special condition 26 means the control of wild animals and the better co-ordination of control measures on the Land (e.g., national vegetation monitoring programme, wild animal population densities).
28. The Grantor must not supply information received under special condition 25 in respect of any Individual Concessionaire to any third party other than a responsible authority (e.g. Police, MPI, Civil Aviation Authority, WorkSafe New Zealand). This special condition is subject to the

Official Information Act 1982 including having regard to any potential prejudice to the commercial position of the Concessionaire.

29. Where requested, the Grantor may provide to third parties summarised information on wild animal numbers and trends derived from returns provided under special condition 25. The Grantor may also publish summaries of similar information on the Department of Conservation website or include this in departmental annual reports or ministerial briefings. Individual Concessionaires should not be identifiable in any such summarised information.

Concession Activity – paragraph (f)

30. When undertaking the activity described in paragraph (f) of the Concession Activity, the Concessionaire must take care to reduce impacts on other users of the Land by operating to minimise disturbance to any such other users.

Review conditions

31. The Grantor may assess the returns provided by the Concessionaire under special condition 25 to determine the total number of animals the Concessionaire has killed or captured on the Land while undertaking the Concession Activity for the previous year ending 30 June.
32. Where the total number of animals the Concessionaire has killed or captured on the Land is fewer than 200 animals in any 12 month period commencing on 1 July and ending on 30 June during the term of this Concession, the Grantor may, at the Grantor's sole option after giving the Concessionaire 14 days' notice, terminate the Concession in whole or in part in accordance with Schedule 2 clause 9.1(e).
33. In considering whether to terminate the Concession under special condition 32, the Grantor must have regard to any matters raised by the Concessionaire (including factors outside the Concessionaire's control and any extenuating personal circumstances).

Live deer conveyance

34. The Concessionaire must only convey live deer to a location in accordance with the Deer Farming Notice No.5, 2008,⁵ or any amendment or replacement of that Notice.

Monitoring

35. If the Grantor determines that the conditions of this Concession or the effects of the Concession Activity should be monitored, the Concessionaire shall meet, either:
- (a) the full costs of any monitoring programme that is implemented; or
 - (b) if the Grantor determines that the costs should be apportioned equally among several Concessionaires, part of the costs of the monitoring programme as so apportioned.

These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

⁵ <https://gazette.govt.nz/notice/id/2008-go6534>

SCHEDULE 4**ROAR AND CHRISTMAS CLOSURE PERIODS APPLYING TO
PERMITTED ZONES (COLOURED GREEN) AND
RESTRICTED ZONES (COLOURED ORANGE)**

The Concessionaire **must not** undertake the Concession Activity on the areas of the Land zoned on maps provided to the Concessionaire by the Grantor as:⁶

- "Permitted" (coloured green), or
- "Restricted" (coloured orange)

during the following periods:

Roar Closure Period	Standard Closure Dates (Inclusive)
Annually during the term	15 March – 30 April

Christmas Closure Period	CLOSURE DATES (Inclusive)
Annually during the term	22 December – 15 January

⁶ Refer Schedule 1, Item 1 – Land

SCHEDULE 5

RESTRICTED ZONES (COLOURED ORANGE) WHERE ADDITIONAL SPECIAL CONDITIONS APPLY

The Concessionaire **must comply** with the following Special Conditions in relation to the specified areas of the Land zoned as “Restricted” (coloured orange) on maps provided to the Concessionaire by the Grantor:⁷

NORTH ISLAND

PART A – Waikato

A1. In addition to the standard closures set out in Schedule 4, the Concessionaire **must not** undertake the Concession Activity during the period between 1 May to 31 July (inclusive) in the following areas:

- Awaroa Swamp Wildlife Management Reserve
- Lake Rotongaro Wildlife Management Reserve
- Lake Whangape Wildlife Management Reserve
- Conservation Area – Lake Ohinewai
- Conservation Area – Lake Rotokawau

PART B – Tongariro/ Taupo

B1. The Concessionaire **may only** undertake the Concession Activity in the areas zoned as “Restricted” in the Kaimanawa Forest Park and the Waingakia Stream Conservation Area during the period between 1 June to 31 October (inclusive). The Concession Activity must not be undertaken in these areas at any other time.

B2. Subject to B3 below, the Concessionaire **may only** undertake the Concession Activity in the areas zoned as “Restricted” in Tongariro National Park and the adjacent areas listed below during the period between 1 May – 31 May (inclusive):

- Highway 47 Conservation Area
- Horopito-Ohakune Rail Conservation Area
- Hospital Conservation Area
- Makatote Scenic Reserve
- Manganui Conservation Area
- Mangaturuturu Viaduct Gravel Local Purpose Reserve
- Matapuna Road Conservation Area
- Moturoa Conservation Area
- Railway Row Conservation Area
- Rangataua Conservation Area
- Taonui Conservation Area

⁷ Refer Schedule 1, Item 1 – Land

The Concession Activity must not be undertaken in Tongariro National Park or these areas at any other time.

- B3. The Concessionaire **must give** at least 24 hours' notice to the Tongariro National Park Visitor Centre before undertaking the Concession Activity in Tongariro National Park or any of the adjacent areas listed in B2 above.

*Note: Contact details for the Tongariro National Park Visitor Centre are –
Physical address: Whakapapa Village, State Highway 48, Mount Ruapehu
Postal: P O Box 71029, Whakapapa Village, Mount Ruapehu 3951
Phone: (07) 892 3729
Email: tongarirovc@doc.govt.nz*

PART C – Manawatu/ Whanganui/ Wellington

- C1. The Concessionaire **may only** undertake the Concession Activity in the areas zoned as “Restricted” along the Whanganui Journey Great Walk within “The River Trench” in the Whanganui National Park and Mangatiti Landing Local Purpose Reserve during the period between 1 May – 30 September (inclusive). The Concession Activity must not be undertaken in these areas at any other time.
- C2. The Concessionaire **may only** undertake the Concession Activity in the areas zoned as “Restricted” in the Ruahine Forest Park and the adjacent areas listed below during the period between 1 May – 30 November (inclusive):
- Awarua Conservation Area
 - Ruahine Forest (East) Conservation Area
 - Ruahine Forest (West) Conservation Area

The Concession Activity must not be undertaken in the Ruahine Forest Park or these areas at any other time.

- C3. The Concessionaire **may only** undertake the Concession Activity in the areas zoned as “Restricted” in the Tararua Forest Park during the period between 1 May – 30 September (inclusive). The Concession Activity must not be undertaken in these areas at any other time.