

A. Applicant details

Legal status of applicant (tick)

Individual (Go to ①)

Registered company (Go to ②)

Incorporated society (Go to ②)

Trust (Go to ②)

Other e.g. Educational institutes (Go to ②)

① Applicant name (individual)

Phone

Mobile phone

Email

Physical address

Postcode

Postal address (if different from above)

Postcode

② Applicant name (full name of registered company, trust, incorporated society or other)

Supporters of Tiritiri Matangi

Trading name (if different from applicant name)

as above (SoTM)

NZBN if applicable (to apply go to: <https://www.nzbn.govt.nz>)

94290428
56047

Company, trust or incorporated society registration number

Registered office of company or incorporated society (if applicable)

PO Box 90814
Victoria St West

Auckland
1142

Company phone

094760010

Company website

www.tiritirimatangi.org.nz

Contact person and role

Debbie [redacted] - operations Manager

Phone

Mobile phone
[redacted]

Email

opsmanager@tiritirimatangi.org.nz

Postal address

PO Box 90814

Postcode

Street address (if different from postal address)

Victoria Street
West

Postcode

1142

B. Pre-application meeting

Have you had a pre-application meeting or spoken to someone in DOC?

No

Yes

- If yes record the:

Date of DOC pre-application meeting 23/02/2026
Name of DOC staff member Chris Williams
Name of person who had the pre-application meeting with DOC Debra [REDACTED]

C. Activity applied for

Tick the activity application form applicable to the activity you wish to undertake on public conservation land. Complete the applicant information form and the activity application form and email them with any attachments to permissions@doc.govt.nz

ACTIVITY APPLICATION FORM*	FORM NO.	TICK
Grazing	2a	<input type="checkbox"/>
Land use: Tenanting and/or using existing DOC facility/structure	3a	<input type="checkbox"/>
Land use: Use of public conservation land for private/commercial facility/structure	3b	<input checked="" type="checkbox"/>
Guiding/Tourism/Recreation: Watercraft activities	4b	<input type="checkbox"/>
Filming	5a	<input type="checkbox"/>
Sporting Events	6a	<input type="checkbox"/>
Marine reserves application form: Structure in a marine reserve	11a	<input type="checkbox"/>
Other activities (not covered in the above forms or in the new activity application forms that combine applicant and activity information)	7a	<input type="checkbox"/>

Note: If the activity is not in this list check the activity on the DOC website to find the correct application form or book a pre-application meeting. Application forms that combine applicant and activity information on the DOC website include:

- [Aircraft activities](#)⁸
- [Easements](#)⁹
- [Land based guiding](#)¹⁰

⁸ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/aircraft-activities/>

⁹ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/access-easements/>

¹⁰ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/land-based-guided-activities/>

D. Are you applying for anything else?

Are you submitting any other application forms in relation to this application?

No

Yes

- If yes, state which application forms:

3B Concession Application

E. Background experience of applicant

Provide relevant information relating to your ability to carry out the proposed activity (e.g. details of previous concessions, membership of professional organisations, and relevant qualifications).

We have a recent previous concession (87698-OTH) and one from 2003. The Supporters of Tiritiri Matangi was originally set up to support planting and biodiversity projects on the island. Since then SOTM have managed a number of biodiversity projects and built the visitor centre and workshop. We also provide most of the vehicles on the island and maintain them. We maintain tracks and support the rangers on the island. We already hold a number of lease documents and in progress to approve our new community agreement with the Department of Conservation. We work closely with the Auckland Department of Conservation office and believe that the island is a fantastic example of collaborative conservation.

F. Attachments

Attachments should *only* be used if there is:

- Not enough space on the form to finish your answer
- You have additional information that supports your answer
- You wish to make an additional request of DOC regarding the application.

Label each document clearly and complete the table below.

Section of the application form the attachment relates to	Document title	Document format (e.g. Word, PDF, Excel, jpg etc.)	Description of attachment
<u>Correct example</u> ✓ D	Locations	PDF	Trust Deed.
<u>Incorrect example</u> X Table	Doc1	Word	Table
A	SOTM Board List	PDF	Table

G. Checklist

Application checklist

I have completed all sections of this applicant information form relevant to my application and understand that the form will be returned to me if it is incomplete.

Tick



I certify that the information provided in this applicant information form, and any attached additional forms is, to the best of my knowledge, true and correct.



I have completed the activity application form.



I have appropriately labelled all attachments and completed section F Attachments.



I will email permissions@doc.govt.nz my:



- Completed applicant information form
- Completed activity application form/s
- Any other attachments.

H. Terms and conditions for a credit account with the Department of Conservation

Have you held an account with the Department of Conservation before? Tick

No

Yes

If 'yes' under what name

Does your organisation require a purchase order number for invoicing purposes?

If yes, please provide the number here:

All invoices related to this Permission will be coded to this purchase order number unless otherwise advised. It is the applicant's responsibility to advise the Department if the purchase order needs to change through the lifetime of the Permission.

In ticking this checklist and placing your name below you are acknowledging that you have read and agreed to the terms and conditions for an account with the Department of Conservation

Terms and conditions

Tick

I/We agree that the Department of Conservation can provide my/our details to the Department's Credit Checking Agency to enable it to conduct a full credit check.

I/We agree that any change which affects the trading address, legal entity, structure of management or control of the applicant's company (as detailed in this application) will be notified in writing to the Department of Conservation within 7 days of that change becoming effective.

I/We agree to notify the Department of Conservation of any disputed charges within 14 days of the date of the invoice.

I/We agree to fully pay the Department of Conservation for any invoice received on or before the due date.

I/We agree to pay all costs incurred (including interest, legal costs and debt recovery fees) to recover any money owing on this account.

I/We agree that the credit account provided by the Department of Conservation may be withdrawn by the Department of Conservation, if any terms and conditions (as above) of the credit account are not met.

I/We agree that the Department of Conservation can provide my details to the Department's Debt Collection Agency in the event of non-payment of payable fees.

Typed applicant name/s



Date

23/02/2026.



The Department recommends that you contact the Department of Conservation Office closest to where the activity is proposed to discuss the application prior to completing the application forms. Please provide all information requested in as much detail as possible. Applicants will be advised if further information is required before this application can be processed by the Department.

This form is to be used when the proposed activity is the building or use of any private or commercial facility or structure on public conservation land managed by the Department of Conservation. Examples may include lease of land to erect an information centre; authorisation to erect a weather station; or construct or lease a private/commercial campground or lodge. This form is to be completed in conjunction with either Applicant Information Form 1a (longer term concession) or Applicant Information Form 1b (one-off concession) as appropriate.

Please complete this application form, attach Form 1a or Form 1b, and any other applicable forms and information and send to permissions@doc.govt.nz. The Department will process the application and issue a concession if it is satisfied that the application meets all the requirements for granting a concession under the Conservation Act 1987.

If you require extra space for answering please attach and label according to the relevant section.

A. Description of Activity

Please describe the proposed activity in detail – where the site is located, please use NZTM GPS coordinates where possible, what you intend to use the building for, whether you intend to make any changes to the infrastructure.

Please include the name and status of the public conservation land, the size of the area for which you are applying and why this area has been chosen.

If necessary, attach further information including a map, a detailed site plan and drawings of proposal and label Attachment 3b:A.

*re Schedule 1
Operation of a visitor centre including information and retailing*

B. Alternative sites considered

If your application is to **build, extend or add** to any permanent or temporary structures or facilities on public conservation land, please provide the following details:

- Could this structure or facility be reasonably located outside public conservation land? Provide details of other sites/areas considered.
- Could any potential adverse effects be significantly less (and/or different) in another conservation area or another part of the conservation area to which the application relates? Give details/reasons

*N/A
Facility is already in place. See map provided with previous application*

C. Larger area

Is the size of the area you are applying for larger than the structure/facility

YES / **NO**

If **yes**, please detail the size difference in the box below, and answer the following 3 questions, if **no** please go on to the next section:

Is this necessary for safety or security purposes?

YES / **NO**

Is this necessary as an integral part of the activity?

YES / **NO**

Is this essential to carrying on the activity?

YES / **NO**

If the answer to any of the above is yes, please provide details and attach supporting evidence if necessary and label Attachment 3b:C.

D. Exclusive possession

Do you believe you need **exclusive possession** of the public conservation land on which your structure/building is located, ie no one else can use the land during your use of it? YES / **NO**
(Exclusive occupation requires a lease which requires public notification of the application)

If **yes**, please answer the following 3 questions, if no please go to the next section:

Is exclusive possession necessary to protect public safety? YES / **NO**

Is exclusive possession necessary to protect physical security of the activity? YES / **NO**

Is exclusive possession necessary for the competent operation of the activity? YES / **NO**

If the answer to any of the above is yes, please provide details and attach supporting evidence if necessary and label Attachment 3b:D.

E. Technical Specifications (for telecommunications sites only)

N/A.

Frequencies on which the equipment is to operate

Power to be used (transmitter output)

Polarisation of the signal

Type of antennae

The likely portion of a 24 hour period that transmitting will occur

Heaviest period of use

F. Term

Please detail the length of the term sought (i.e. number of years or months) and why.

Note: An application for a concession for a period over 10 years must be publicly notified, an application for a concession up to 10 years will not be publicly notified unless the adverse effects of the activity are such that it is required, or if an exclusive interest in the land is required.

10 years.

G. Bulk fuel storage

Under the Hazardous Substances and New Organisms Act 1996 (HSNO Act) 'Bulk fuel storage' is considered to be any single container, stationary or mobile, used or unused, that has a capacity in excess of 250 litres of Class 3 fuel types. This includes petrol, diesel, aviation gasoline, kerosene and Jet A1. For more information on Hazardous Substances, go to: <http://www.business.govt.nz/worksafe/information-guidance/legal-framework/hsno-act-1996>

Do you intend to store fuel in bulk on the land as part of the activity?

YES NO

If you have answered yes, then please provide full details of how and where you intend to store the fuel, and label any attachments including plans, maps and/or photographs as Attachment 3b:G. If your concession application is approved you will be required to provide a copy of your HSNO compliance certification to the Department before you begin the activity.

*This is managed by the Department of Conservation
(the rangers on the island).*

H. Environmental Impact Assessment

This section is one of the most important factors that will determine the Department's decision on the application. Please answer in detail.

In column 1 please list all the locations of your proposal, please use NZTM GPS coordinates where possible. In column 2 list any special features of the environment or the recreation values of that area. Then in column 3 list any effects (positive or adverse) that your activity may have on the values or features in column 2. In column 4 list the ways you intend to mitigate, remedy or avoid any adverse effects noted in column 3. Please add extra information or supporting evidence as necessary and label Attachment 3b:H.

Refer to Steps 1 and 2 in your Guide to Environmental Impact Assessment to help you fill in this section.

Location on public conservation land	Special feature or value	Potential effects of your activity on the feature or value (positive or adverse)	Methods to remedy, mitigate or avoid any adverse effects identified
EG: Tararua Forest Park	Northern rata - threatened species	Damage to the plants by construction	Brief construction and maintenance staff of the location and importance of the species; clearly tape off areas with the species to avoid damage
Tiritiri Matangi Island Visitor Centre	operating the shop lunch area. education area.	Assets & equipment required for this activity are minimal N/A possible litter N/A	Volunteers and visitors take their own rubbish & are warned not to drop food. All education equipment is packed after activities (Recent Fire Safety work and certification completed (attached))



Concession Document (Lease)

Concession Number: 87698-OTH

THIS LEASE is made this 21st day of June 2021

PARTIES:

Minister of Conservation (the Grantor)







Supporters of Tiritiri Matangi Incorporated (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 public conservation lands described in Schedule 1 as the Land.
- E.** The Conservation legislation applying to the Land authorises the Grantor to grant a concession over the Land.
- F.** The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- G.** The Concessionaire acknowledges that the Land may be the subject of Treaty of Waitangi claims.
- H.** The parties wish to record the terms and conditions of this Concession and its Schedules.


OPERATIVE PARTS

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

	<p>Signed on behalf of Supporters of Tiritiri Matangi Incorporated by authorised signatories:</p> 
<p>SIGNED on behalf of the Minister of Conservation by Katharine Lane, Operations Manager Auckland Inner Islands acting under delegated authority</p>	<p>Authorised Signatory Name </p>
<p>in the presence of:</p>	
	
<p>Witness Signature</p>	<p>Authorised Signatory Name </p>
<p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	

SCHEDULE 1

1.	Land (clause 2)	As marked on the attached map in Schedule 4 being: Physical Description/Common Name: Part Tiritiri Matangi Island Land Status: Tiritiri Matangi Scientific Reserve Area: 0.07 hectares more or less Legal Description: Part section 8 Block III, Tiritiri Survey District Map Reference: Approximate to E1769673 N5947209
2.	Concession Activity (clause 2)	Operation of a visitor centre including information and retailing -- and as more specifically set out in Schedule 3
3.	Term (clause 4)	5 years commencing on 1 July 2021
4.	Renewal(s) (clause 4)	None
5.	Final Expiry Date (clause 4)	30 June 2026
6.	Concession Fee (clause 5)	Annual Activity Fee: 7% Gross annual revenue per annum plus GST *waived until 1 July 2024 Activity returns required as set out in Schedule 3, special condition 39. and Annual Management Fee: \$250.00 per annum plus GST *waived until 1 July 2024
7.	Environmental Monitoring Contribution (clause 10)	Standard Department charge-out rates for staff time and mileage required to monitor the effects of the Concession Activity and compliance with concession conditions.
8.	Community Services Contribution (clause 7)	Not required
9.	Total payment to be made per annum (clause 5)	As per the amount as specified on the invoice generated by the Grantor
10.	Total payment instalment(s) (clause 5)	Quarterly
11.	Concession Fee Payment Date(s) (clause 5)	30 September, 31 December, 31 March, 30 June each year

12.	Penalty Interest Rate (clause 5)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website
13.	Concession Fee Review Date(s) (clause 6)	1 July 2024
14.	Insurance (To be obtained by Concessionaire) (clause 13)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
15.	Health and Safety (clause 14)	Audited Safety Plan: Not required
16.	Concessionaire Identification (clause 32)	Not required
17.	Addresses for Notices (clause 25)	The Grantor's address is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz
		The Concessionaire's address in New Zealand is:  Email: chairperson@tiritirimatangi.org.nz
18.	Guarantee (clause 30)	Not required
19.	Special Conditions (clause 35)	See Schedule 3
20.	Processing Fee (clause 4)	Processing fee: Waived Public notification costs: \$1,337.73

Note: the clause references are to the Grantor's Standard Terms and Conditions of Lease set out in Schedule 2

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF LEASE

1. Interpretation

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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 peaceably to hold and enjoy the Land and any structures and facilities of the Grantor 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 Land to inspect the Land and facilities, 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 3 months before a Concession Fee Review Date and no later than 9 months following the 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 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 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.

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 tangata whenua.

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 day's 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. The Concessionaire must comply with its safety plan (if one is required in Item 15 of Schedule 1), and with any safety directions of the Grantor.
- 14.2 Before commencing the Concession Activity the Concessionaire must, where the Concessionaire has Qualmark or Outdoorsmark certification, provide the Grantor with a copy of that certification.
- 14.3 If the Concessionaire does not hold Qualmark or Outdoorsmark certification then before commencing the Concession Activity the Concessionaire must, if required by Item 15 of Schedule 1:
- (a) prepare a safety plan; and
 - (b) have it audited by a suitably qualified person approved by the Grantor; and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) 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(b).
- 14.3 If clause 14.2 applies then if the Concessionaire amends or replaces the safety plan then before the amendment or replacement plan takes effect the Concessionaire must comply with 14.3(b) and (c).
- 14.4 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.
- 14.5 Receipt of the certified safety plan by the Grantor is not in any way to 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.

14.6 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) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
- (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 14;
- (f) be satisfied that facilities or equipment provided by the Grantor to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) 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 at all times 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, an annual sum equal to 15% per annum of the amount 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 Lease 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 Lease 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 14 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 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 month's 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 constituting the parties as partners or joint venturers.

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 13 and 25 survive the termination of this Concession.

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 shall prevail.

36. The Law

- 36.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

SPECIAL CONDITIONS

Operation of Visitors centre

1. The Concessionaire shall be permitted to operate a visitor centre on the Site, providing interpretation and retail services and facilities for its members, invitees and the public. The Concessionaire shall be fully responsible for the promotion and organisation of any services that it provides within the Site.
2. The Concessionaire shall make available the visitor centre facilities for use by its members, invitees and the public on the following basis:
 - a. all facilities to be open each day of the week between 1 December and 31 March, for a minimum period of the hours of 10.00am to 3.00pm each day;
 - b. outside the above months, all facilities to be open each day of the week on which a scheduled ferry service is due, for a minimum period of the hours of 10.00am to 3.00pm of each day;
 - c. at all other times, the retail facilities may be closed but the interpretation facilities must be open during daylight hours.
3. The Visitor Centre Manager may stay overnight at the visitor centre for up to four nights per week for the purpose of managing the visitor centre.
4. The Concessionaire shall be solely responsible for security arrangements for any chattels, merchandise, equipment and personal belongings placed within any part of the Site during the term of this Lease.
5. The Concessionaire shall be solely responsible for controlling noise generated from any members of the public using its facilities or generated from any Activity conducted on the Site under this Lease at a reasonable level.
6. The Concessionaire must provide the Grantor a copy of the final submitted annual report within 30 days of being filed with the Incorporated Society register.

Maintenance of buildings/surrounds

7. The Concessionaire shall ensure that all buildings, facilities and structures on the Site, including any fences, pathways and plantings, are kept in good and substantial repair and condition, and shall meet all costs arising from this obligation.
8. The maintenance of all buildings, facilities and outdoor areas on the Site shall be subject to a Site Maintenance Plan, which shall be submitted to the Grantor for its approval annually. The Site Maintenance Plan shall be kept under continuous review by the Concessionaire throughout the term of this Lease.
9. The Concessionaire shall be solely responsible for maintaining the land within the Site in good order and condition at all times, and shall meet all costs arising from this clause.

10. The Concessionaire may undertake planting on the Site for the purpose of screening buildings or other landscaping purposes, provided that a landscaping and planting plan has been prepared and provided to the Grantor, and that the prior written consent of the Grantor has been obtained.

Heritage

11. The Concessionaire must contact the Senior Ranger, Heritage, Caleb Hamilton chamilton@doc.govt.nz prior to any ground disturbance taking place to determine whether a Heritage New Zealand Authority to modify is required.
12. The Concessionaire must adhere to the Accidental Discovery Protocols contained in Schedule 5 when undertaking the Authorised Activities.
13. The Concessionaire shall contact the Grantor (email chamilton@doc.govt.nz) to provide an onsite briefing regarding the Accidental Discovery Protocols.
14. The Grantor may invite relevant iwi/hapu/whanau to provide cultural training at the onsite briefing.

Fire control

15. The Concessionaire shall at all times keep an operative and well-maintained fire extinguishers, and external hose reels, on the Site, and any other fire equipment deemed essential by the Grantor during the term of this Lease, or as may be required by the Fire and Emergency New Zealand Act 2017. The Grantor shall determine the number and location of all such equipment.
16. The Concessionaire shall arrange for those of its members that will staff the building to seek and receive basic fire training within one year of the commencement of this Lease, shall undertake regular training during the term of this Lease, and be familiar with the Grantor's operative Fire Plan.

Provision of utilities

17. The Concessionaire shall be responsible for maintaining the electric power supply system within the Site, and the provision of any back-up power generation systems within the Site that may be used on a temporary basis, and shall meet all costs arising from this clause.
18. The Concessionaire at its discretion install a separate electricity power meter to record the amount of electric power supplied by the Grantor to the Site. The Concessionaire shall pay to the Grantor, if demanded by the Grantor, an amount that meets the reasonable cost of supplying the electric power used by the Concessionaire on the Site. The Grantor does not guarantee that electricity will be supplied at all times, and the electricity supply system will operate at the Grantor's discretion.
19. The Concessionaire shall be responsible for maintaining the water supply, wastewater and sewerage disposal systems within the Site, in compliance with any resource consent that may be granted. The Concessionaire shall meet all costs arising from this clause

including any annual inspection costs and the costs of any future upgrading or replacement of the systems. The Concessionaire shall pay to the Grantor, if demanded by the Grantor, an amount that meets the reasonable cost of supplying water to the site.

20. The Grantor shall have no obligation or liability for any loss or damage, costs or expenses incurred by the Lessee arising from the failure of the water supply system. The Concessionaire shall indemnify the Grantor from and against any loss or damage occasioned by the Lessee's neglect or failure to properly maintain the water supply system within the Site, or the water supply line leading to the Site.
21. The Concessionaire shall be responsible for the servicing, cleaning and maintenance of the toilet block. The Concessionaire shall ensure compliance with all operative public health standards for the provision of public toilets and sewerage disposal. This requirement shall include any related sewerage disposal system if the disposal system is separate to the sewerage disposal system serving the Grantors buildings. The toilet block shall be available for public use throughout the year.
22. The Concessionaire shall pay the cost of any telephone or related service if installed, either to the Grantor or directly to the service provider as directed by the Grantor.

Information & retailing

23. The Concessionaire may publish information about its services and facilities, either solely or jointly with the Grantor as may be agreed from time to time, subject to clauses 16 and 17 of this Schedule.
24. The Concessionaire is to ensure that all information provided in published material that refers to the Site is submitted to and approved as accurate and to an acceptable standard by the Grantor, prior to publication or use.
25. The Concessionaire shall not include any reference to any matters of cultural significance to iwi who claim mana whenua over the Site, in any interpretation presentation whether written or oral, until such time that the Concessionaire has endeavoured to consult and obtain the support of those iwi.
26. The Concessionaire shall at the request of the Grantor provide for sale or distribution to the public any written material published by the Grantor. The Concessionaire shall comply with the normal arrangements that apply at the time for the sale of material that the Grantor enters into with retail outlets, including the purchase of those items for which a charge is payable if that is part of the normal arrangements.
27. All signage established within the Site shall comply with the Grantor's standards for signs that apply at the time, including the Grantor's "Outdoor Sign Manual".

Interpretation plan

28. The Concessionaire shall prepare an Interpretation Plan for the Visitors Centre which includes appropriate cultural information for approval by the Grantor within one year of the granting of this Concession. The plan shall include the nature, content and design of

any printed and visual interpretation at the site, and the nature of any verbal interpretation to be undertaken at the site.

29. The Concessionaire shall prepare a Retailing Plan for the Visitors Centre specifying the nature of the product range provided for retail within the Visitors Centre.

Chattels

30. The Concessionaire shall at its own expense remove any personal chattels located within the Site on termination of this Lease and shall leave the Site in a neat and tidy condition. The Grantor shall not be liable for compensating the Concessionaire for any stock, plant or fittings left within the Site.

Rubbish

31. The Concessionaire shall comply with the provisions of the Litter Act 1979, and shall be responsible for ensuring that all rubbish generated by its members, agents, contractors, or invitees is disposed of in accordance with the Departments "Pack in Pack out" policy, including the provision of rubbish bags to clients if necessary, which shall be removed from the Site.
32. The Concessionaire will ensure that all inorganic rubbish on the Site is collected and disposed of in the following manner:
- a. All recyclable materials shall be separated at source.
 - b. All rubbish shall be held in a rubbish transfer area identified by the Grantor and placed in areas set aside for domestic rubbish and recyclable materials.
 - c. The Concessionaire shall be responsible for disposal of the said rubbish at an authorised site on the mainland.

Island biosecurity

33. All luggage must be clean, sealed in rodent-proof packaging, and checked for pests at the point of departure from the mainland. Rodent-proof packaging includes sealable day packs and overnight bags, solid boxes that have no holes and are taped closed, sealable plastic bins and barrels, and PVC dry bags. Open bags and unsealed cardboard boxes are not suitable.
34. All food must be packed into sealed containers. Food must not be transported in open boxes or supermarket bags.
35. All vehicles must be cleaned and free of all pests, dirt, soil, plant material and seeds before leaving the mainland, and inspected by a DOC or Auckland Council Biosecurity Ranger.
36. No plant material may be taken to any Hauraki Gulf island without permission from the Operations Manager. This restriction does not apply to foods in sealed containers intended for human consumption.

Vehicles

37. All vehicles must have registration plates and a current warrant of fitness and appropriate vehicle licence affixed as required by rules and regulations issued under the Land Transport Act 1998.
38. The following conditions apply to the use of vehicles:
- a. All vehicle drivers must hold a current driver's licence, applicable to the vehicle type.
 - b. All official New Zealand Road Code rules apply for vehicle operations and drivers.
 - c. Vehicle use on the Land is limited to 'formed roads' only: Wharf Road and Ridge Road.
 - d. Drivers of any vehicles must have completed a local induction and follow the Tiritiri Matangi Vehicle Operations (#6287) safety plan.
 - e. When operating a vehicle all fitted and supplied safety equipment and PPE must be used.
 - f. Vehicles operating in the Tiritiri Matangi Wharf area for periods longer than required for picking up passengers or goods are to be parked in the areas provided away from the wharf turnarounds.
 - g. Vehicles are not to be driven onto the Tiritiri Matangi Wharf, and must not be parked in a manner that restricts or inconveniences pedestrian wharf users.
 - h. Vehicles must not be parked in front of signs, or in a manner that restricts or inconveniences pedestrians.
 - i. Vehicle radios must not operate loudly.
 - j. Wherever possible, vehicle running is to be minimised.
 - k. Pedestrians on roads have absolute right of way. Stop if necessary, to ensure safe passage
 - l. Vehicles may be driven at a maximum speed of 20 kph.

Activity monitoring

39. The Concessionaire shall submit to the Grantor completed Record of Activity forms that detail its activities for each quarter ending 31 March, 30 June, 30 September and 31 December, within one month of the end of each quarter. Even if no activity is undertaken a Record of Activity form should be submitted quarterly showing nil activity.
40. Each Record of Activity form should be accompanied by a report on any incidents or accidents that have occurred during the previous quarter. In this context an incident means any event involving the Concession Activity and any member of the public that might reasonably be expected to cause distress to the member of the public involved, or any verbal or written complaint by any member of the public concerning the operation of the Concession Activity.
41. The Concessionaire shall at the request of the Grantor implement any reasonable measures that may be required to monitor the performance of the Concessionaire, which may include the maintenance of a visitor comments register, visitor surveys or any other measure.
42. The Concessionaire shall, at the request of the Grantor, meet with the Grantor to discuss any issues arising from the operation of the Concession Activity, and shall agree to implement any reasonable proposals which are developed to improve the

Concessionaire's service to the public, resolve any complaints that may have been received, or address any matters that otherwise arise during the term.

Climate Change considerations

43. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing their obligations under 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.
44. 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.
45. 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.
46. Before amending the conditions of this Concession in accordance with clause 3, the Grantor will provide the Concessionaire 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.
47. 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 clause 4 or any later date specified in the Revised Conditions.

SCHEDULE 4 – MAP



SCHEDULE 5 – Accidental Discovery Protocol

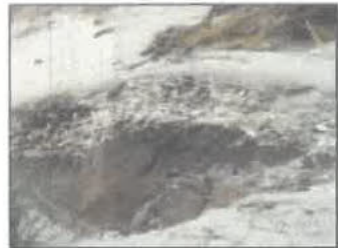
Department of Conservation Accidental Discovery Protocol for Archaeological Sites

It is an offence under S87 of the Heritage New Zealand Pouhere Taonga Act 2014 to modify or destroy an archaeological site without an authority from Heritage New Zealand irrespective of whether the works are permitted or a consent has been issued under the Resource Management Act.

An archaeological site is defined under HNZPTA 2014, s6 and s43, as any place in New Zealand (including buildings, structures or shipwrecks) that was associated with pre-1900 human activity, where there is evidence relating to the history of New Zealand that can be investigated using archaeological methods or by declaration for post-1900 sites.

Evidence of archaeological sites can include:

- Māori tools or artefacts
- Taonga tūturu
- oven stones
- charcoal
- bone
- shell midden¹
- ditches and banks
- pits
- old building foundations
- bottle glass
- iron/metal artefacts
- crockery
- wells and drains
- human remains/kōiwi tangata



Example of a shell midden



Māori artefacts



Discoloured soil indicating burning

**STOP - TAKE A PHOTO - TAKE GPS POINTS - LEAVE IN PLACE -
PICK UP THE PHONE**

¹A midden refers to areas where material is dumped. Often it consists of shells, charcoal and burnt stones from cooking fires. These are very common in areas close to the coast or along water ways. Extra care is needed in these areas.

In the event that an archaeological site is found during ground disturbance, the party undertaking the work must follow the following protocol:

1. Work will cease immediately within the area of discovery, including works within a 20m buffer zone of the discovery.
2. Shut down all machinery/stop activity and take immediate steps to secure the area to ensure the archaeological remains are undisturbed.
3. **Immediately contact the Auckland Inner Islands Senior Ranger, Heritage (Dr. Caleb Hamilton, [REDACTED])**
 - a. The Senior Ranger, Heritage must immediately notify the Department's Senior Heritage Advisor.
 - b. The Senior Ranger will contact:
 - i. Iwi,
 - ii. Heritage New Zealand Pouhere Taonga Archaeologist,
 - iii. Auckland Council Heritage Unit.
 - c. If the Senior Ranger, Heritage is not available, immediately contact the Island Supervisor or DOC Operations Manager, Inner Islands.

If an archaeological site is confirmed no further works can proceed that will affect that site without first obtaining an authority from Heritage New Zealand to do so.

4. If human remains (*kōiwi tangata*) are uncovered the New Zealand Police shall also be notified immediately. Human remains will not to be moved until confirmation from Heritage New Zealand and iwi has been provided. The area must be treated with discretion and respect and the *kōiwi tangata* dealt with according to law and tikanga.
5. In the event of the discovery of *taonga tūturu* (significant artefacts e.g., an adze or paddle), the Ministry of Culture and Heritage shall also be notified.
6. Works affecting, or giving effect to, the archaeological or historic heritage site shall not resume until Heritage New Zealand, Auckland Council Heritage Unit, the Police (if human remains are involved), iwi and DOC have each given the appropriate approval for work to continue.



Assuring fire protection

Call 24/7: 0800 4 argus

ARGUS FIRE SYSTEM SERVICE LIMITED DESIGN/CONSTRUCTION PRODUCER STATEMENT

Building Consent No. : BCO10365141 18/07/2023

Producer Statement issued by : Argus Fire Systems Service Limited

To : Auckland City Council

In respect of an application for Building Consent made by : Supportes Of Tiritiri Matangi Island Incorporated , Department of Conservation

Address : Sec 2 SO 23207 Tiritiri Matangi Island

Legal description of land where building is located : Sec 8 Blk III Tiritiri Survey District SO 59438, Sec 7 Blk III Tiritiri Survey District SO 50358, Sec 2 Blk III Tiritiri Survey District SO 23207, Sec 5 Blk III Tiritiri Survey District SO 23207

Main contractor : Department Of Conservation.

Argus Fire Systems Service Limited has installed / made conforming alterations to the fire protection system(s) type as detailed below:

System	Zone/s	Design Standard	Type
Fire Alarm System	4	NZS4512: 2010	4

This covers **PART ONLY** of the fire protection system as described in the Building Consent.

We understand that if this Producer Statement is accepted it will be relied upon by Auckland City Council for the purpose of establishing compliance with the Building Code for the system installed.
PRO-0020245 · Tiritiri Matangi Island, Visitors Centre - Alarm Install.

Producer Statement Author – Acceptance No.: 2398 Date 16/04/2025

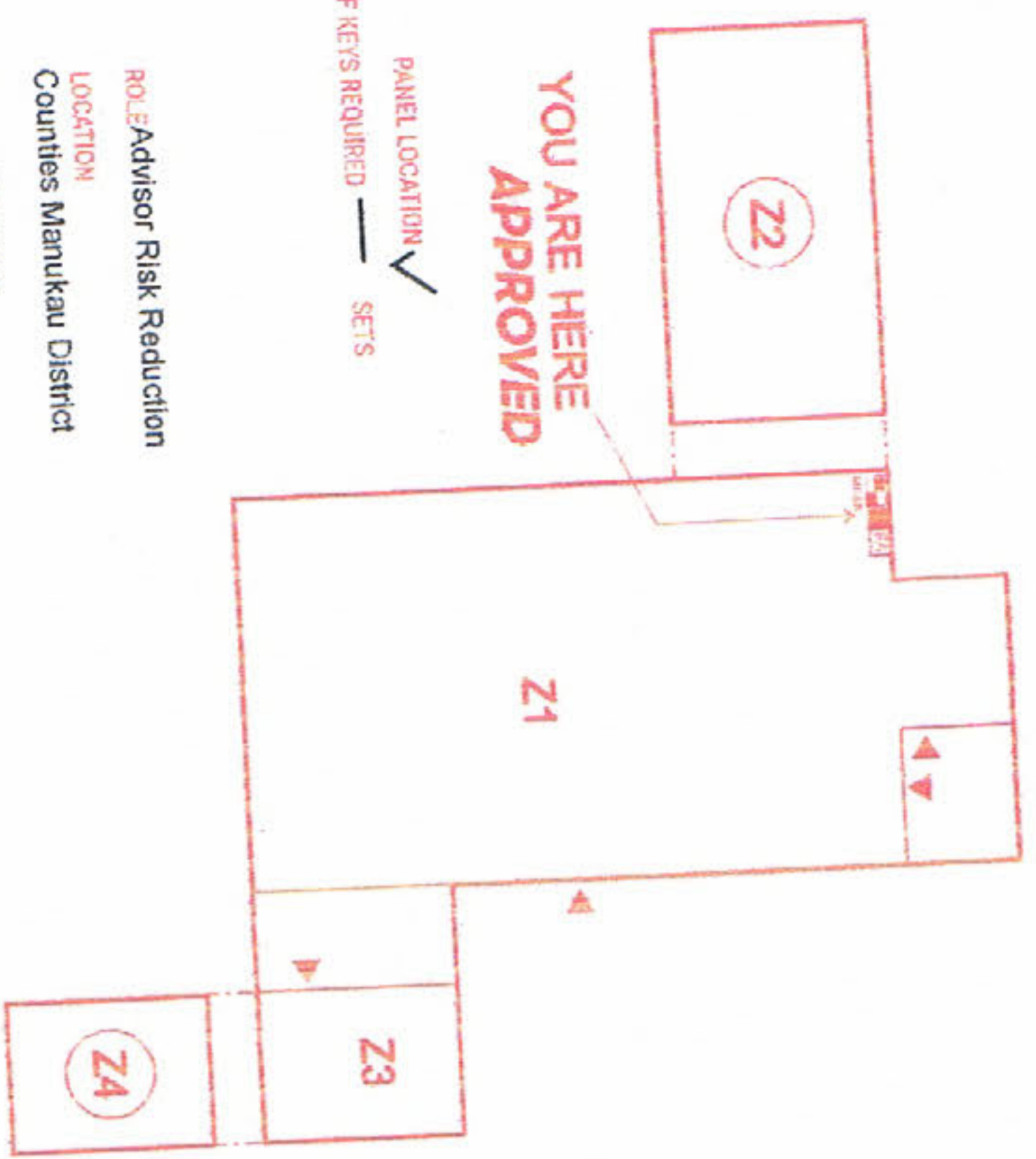
NAME: Argus Fire Systems Service Limited
ADDRESS: P O Box 13-508, Onehunga, Auckland
PHONE: 09-634-0250
FAX: 09-634-7319

Qualification: ICONZ - NO.004
Registered Designers and
Installation Engineers

Signature



- EVACUATION
- SILENCE ALARMS
Brigade Use Only
- FIRE - HEAT/MCP
- FIRE - SMOKE
- DEFECT
- NORMAL
- ZONE 1 - SHOP, OFFICE, VISITOR CENTRE
- ZONE 2 - CEILING SPACE ABOVE SHOP
- ZONE 3 - ACCOMMODATION / BEDROOMS
- ZONE 4 - CEILING SPACE ABOVE ZONE 3



INLET LOCATION
 INDEX
 FIRST RESPONSE BRIGADE: Parnell

PANEL LOCATION
 No. OF KEYS REQUIRED: —
 SETS

APPROVED BY:
 NAME Pete Vroegop
 WATCH Black Watch
 SIGNATURE *[Signature]*

ROLE: Advisor Risk Reduction
 LOCATION Counties Manukau District
 DATE 13.03.2025

EGRESS
 DISTRIBUTION BOARD

ARGUS
 TRITIRI MATANGI
 FEB 25
 EPIC ENGRAVING



Counties Manukau District
15a Lambie Drive, Papatoetoe
PO Box 97945
Manukau City 2241
New Zealand

Phone [REDACTED]

13/03/2025

Argus
Level 1, 485 Great South Road
Penrose
Auckland

Attention: [REDACTED]

RE: Tiritiri Matangi Visitor Centre

Dear [REDACTED]

You have requested Fire and Emergency NZ approval for the Fire Alarm Panel index and location for the above building.

We advise the Fire Alarm Panel index and location as per the submitted plans are approved and have noted the lack of remote mimic. This unique exception is acceptable after consideration that there is no local FENZ station (as noted in the fire report).

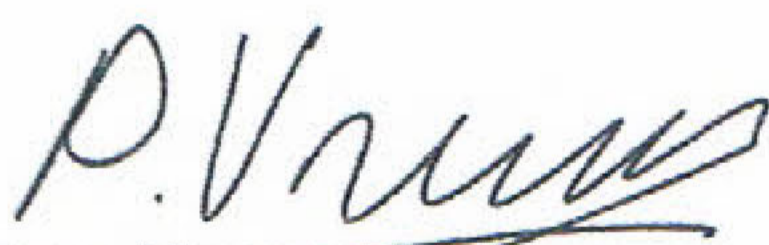
You are also reminded of the requirements of the New Zealand Standard regarding the installation of these systems.

This approval does not include fire engineering and/or additional operational firefighting requirements identified in a Fire Engineering Brief or later in the project.

At the completion of construction projects that have involved Fire and Emergency NZ approval, Fire and Emergency NZ may conduct site visits to confirm installations and/or assess operational risk.

For any further information, please do not hesitate to contact Pete Vroegop of the Counties Manukau District Community Risk Department at CountiesManukau@fireandemergency.nz.

Yours sincerely,


Pete Vroegop
Advisor Risk Reduction



- LEGEND**
-  SMOKE DETECTOR (NEW)
 -  HEAT DETECTOR (CEILING)
 -  HEAT DETECTOR (NEW)
 -  MANUAL CALL POINT (NEW)
 -  SPEAKER (NEW)
 -  FIRE ALARM PANEL

argus
Assuring fire protection

L1, 481 GREAT SOUTH RD, LISBELL, AUCKLAND, NEW ZEALAND
P.O. BOX 1139, CHRISTCHURCH
E-MAIL: info@argusfire.co.nz TEL: 0800 4 46225

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Trust Building Services, Victoria Centre

PROJECT NO:	Trust Building Services, Victoria Centre
DATE:	28.02.25
PROJECT NAME:	Trust Building Services, Victoria Centre
PROJECT TYPE:	AS BUILT