



Aircraft Landing Permit (Concession Document)

Concession Number: ~&~PermissionPermissionNumber^&^

THIS CONCESSION is made this [Date] day of [Month] 202[X]

PARTIES:

Minister of Conservation (the Grantor)

~&~**HolderTableLegalName^&^** (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 the public conservation land 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

In exercise of the Grantor's powers under the Conservation legislation the Grantor **GRANTS** to the Concessionaire an **AIRCRAFT LANDING PERMIT** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Concession and its Schedules.

SIGNED on behalf of the Minister of Conservation by [insert name and title of delegate] acting under delegated authority.

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

1. Individual

SIGNED by [insert name of Concessionaire if an individual]

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.

in the presence of:

Witness Signature

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

2. Company with more than one Director

SIGNED for [insert name of Company] Limited
by:

Director

[Name]

AND

SIGNED for [insert name of Company] Limited
by:

Director

[Name]

3. if you have checked the Company records at the Company's office and have confirmed that the Company has only one Director

SIGNED for [insert name of Company] Limited
by its Director [Name]

in the presence of:

	Witness Signature Witness Name:_____ Witness Occupation:_____ Witness Address:_____ 4. Partnership _____ SIGNED on behalf of [insert name of partnership] by [insert name of authorised signatory] in the presence of: _____ Witness Signature Witness Name:_____ Witness Occupation:_____ Witness Address:_____ 5. Incorporated Society The seal of [insert name of Incorporated Society] was affixed in the presence of : _____ Authorised Signatory [Name] _____ Authorised Signatory [Name]
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SCHEDULE 1

1.	Land (clause 2)	As listed in Schedule 3 (condition 1)
2.	Concession Activity (clause 2)	e.g. Recreational / Commercial Helicopter Landings at approved landing sites, for the purpose of e.g. positioning hunters, beehives, more specifically as set out in Schedule 3 (condition 1).
3.	Term (clause 3)	The period commencing from and including [Start date – aim for 1st of month] and ending on and including [End date – aim for end of month].
4.	Final Expiry Date (clause 3)	e.g. 30 April 2035
5.	Concession Fee (clause 4)	Activity Fee: (refer to <u>Aircraft</u> for more info) Non commercial (delete if not relevant) Not required Commercial (delete if not relevant, delete rates that don't apply) Single drop off or pick-up - \$22.00 + GST per person Single glacier landing - \$28.00 + GST per person Shuttle service - \$33.00 + GST per person within a 2 week period Multiple sites - \$40.00 + GST per person per day Multiple sites including glacier - \$46.00 + GST per person per day Heli-skiing - \$50.00 + GST per person per day Loads - Single Drop off or Pick-up fee multiplied by the maximum seating capacity of aircraft used. Management Fee: \$XXX plus GST per annum Non-commercial (delete if not relevant) (Discounted by 50% to \$XXX plus GST per annum) Monitoring Fee: Standard Departmental charge-out rates for staff time and mileage required to monitor the effects of the concession activity and compliance with concession conditions.
6.	Activity Returns Dates (clause 6.1)	Annually, quarterly, on e.g. 31 December 2026 or named date. (This is often the anniversary date of the concession or the Concessionaire's End of Financial year, or to be consistent with other authorisations, this is a requirement

		<i>for recreational and commercial landings)</i>
7.	Concession Fee Payment Date(s) (clause 4)	As specified on invoice
8.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website
9.	Concession Fee Review Date(s) (clause 5)	[Insert 3 year anniversary date, or the date if review is to be earlier e.g. 1 January 2029, 1 January 2032, 1 January 2035]
10.	Health and Safety (clause 12)	Audited Safety Plan: Required / Not required Delete as appropriate Auditors certificate of approval to be provided to the Department Delete if not required
11.	Concessionaire Identification (clause 23)	Not required, a copy of the concession must be carried when undertaking the activity.
12.	Insurance (To be obtained by Concessionaire) (clause 11)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$2,000,000.00; and (b) Aviation Legal Liability for an amount no less than \$1,000,000.00 Other Policies and amounts: <i>Insert as appropriate</i> Subject to review on each Concession Fee Review Date
13.	Addresses for Notices (clause 21)	The Grantor's address is: <u>Physical Address:</u> Department of Conservation 265 Princes Street Dunedin 9016 <u>Postal Address:</u> Department of Conservation Att: National Transaction Centre PO Box 5244 Dunedin 9054 Phone: (03) 477 0677 Email: transactioncentre@doc.govt.nz

		The Concessionaire's address in New Zealand is: NB: Use street address ~&~HolderTableStreetAddress^&^ Phone: ~&~HolderTableContactWorkPhone^&^ Email: [Email Address]
14.	Special Conditions (clause 25)	See Schedule 3
15.	Processing Fee (clause 4)	\$XXX (or whatever processing fee applies) plus GST Or \$XXX plus GST waived Or \$XXX plus GST discounted to \$XXX plus GST

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS FOR AIRCRAFT LANDING PERMITS

1. Interpretation

- 1.1 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.
- 1.2 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.

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 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. How long is the Concession for - the Term?

This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 4 of Schedule 1.

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

- 4.1 The Concessionaire must pay the Processing Fee (Item 15 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.
- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee (which includes the Annual Activity Fees, the Management Fee, and Monitoring Fee) plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 6 and 7 of Schedule 1.
- 4.3 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 8 of Schedule 1.

5. When can the fee be reviewed?

- 5.1 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 5.1(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 5.2(a) or (b).
- (d) If the Concessionaire does not give notice to the Grantor under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
- (e) Notwithstanding clause 5.1(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.

5.2 Immediately the Concessionaire gives notice to the Grantor under clause 5.1(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 20) 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 each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1

6. What about Activity return forms?

- 6.1 The Concessionaire must complete an Activity Return Form in the format required by the Grantor, and return them to the Grantor on the Activity Return Dates stated in Item 6 of Schedule 1. The Grantor may request further or different activity related information to better monitor and determine any effects of the Concession Activity on the Land.

7. When can the Concession be assigned?

- 7.1 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.
- 7.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 7.1.
- 7.3 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.
- 7.4 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.

7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.

7.6 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.

8. What are the obligations to protect the environment?

8.1 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.

8.2 The Concessionaire must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).

8.3 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.

9. When can structures be erected?

9.1 For purposes of this Concession, "Structures" means chattels of any description.

9.2 The Concessionaire must not place any Structures on the Land without the prior written consent of the Grantor.

9.3 The Concessionaire must keep all Structures, buildings, fences, gates, drains and other improvements now or hereafter upon the Land, in good order, condition and repair.

10. What if the Concessionaire wishes to surrender the Concession?

10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.

11. What are the liabilities and who insures?

11.1 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.

11.2 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.

11.3 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.

- 11.4 Without prejudice to or in any way limiting its liability under this clause 11 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 stated in Item 12 of Schedule 1 with a substantial and reputable insurer.
- 11.5 The Grantor may on each Concession Fee Review Date on giving 10 working day's notice to the Concessionaire alter the amounts of insurance required under clause 11.4. 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.
- 11.6 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.

12. What about Health and Safety?

- 12.1 The Concessionaire must exercise the rights granted by this Concession in a safe and healthy 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 the Concession Activity.
- 12.2 If Concessionaire is undertaking a concession activity defined as an 'Adventure Activity' under the Health and Safety at Work (Adventure Activities) Regulations 2016 the Concessionaire must provide the Grantor with the following documents, prior to commencing the concession activity:
 - (a) Signed Concessions Health and Safety Compliance Self-Declaration as provided by DOC.
 - (b) Independently audited Safety Plan Certificate
 - (c) Confirmation of Adventure Activity registration with WorkSafe NZ.
- 12.3 If the Concessionaire does not meet the definition of 'Adventure Activity' under the Health and Safety at Work (Adventure Activities) Regulations 2016, but is undertaking an activity offering guided services for tourism or recreational purposes, the Concessionaire must provide the Grantor with the following information, prior to commencing the concession activity:
 - (a) Signed Concessions Health and Safety Compliance Self-Declaration as provided by DOC.
 - (b) Independently audited Safety Plan Certificate (if required by the Grantor)
- 12.4 The Concessionaire must comply with its safety plan, and with any safety directions of the Grantor.
- 12.5 If a safety plan is required the Concessionaire must obtain from an independent auditor details as to when the safety plan must 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.

- 12.6 The Grantor may at any time require 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.
- 12.7 Receipt of the certified safety plan certificate by the Grantor does not in any way limit the obligations of the Concessionaire under clause 12 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 12.8 The Concessionaire must:
 - (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
 - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
 - (d) 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 12;
 - (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.

13. What are the compliance obligations of the Concessionaire?

- 13.1 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

13.2 The Concessionaire must comply with this Concession.

13.3 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 13.1 (a) is deemed to be a breach of this Concession.

13.4 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.

14. When can the Concession be suspended?

14.1 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.

14.2 If, in the Grantor's opinion, the activities of the Concessionaire is 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.

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

14.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 14.1 and 14.2 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.

14.5 The word "investigates" in clause 14.4 includes the laying of charges and awaiting the decision of the Court.

14.6 During any period of temporary suspension arising under clauses 14.1 or 14.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

14.7 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 14 including loss of profits.

15. When can the Concession be terminated?

- 15.1 If:
- (a) the Concessionaire breaches any of the conditions of this Concession; or
 - (b) the whole or any part of the Land is required for the Grantor's use
- the Grantor may terminate this Concession at any time in respect of the whole or any part of the Land. Before so terminating the Grantor must give the Concessionaire either
- (i) one calendar month's notice in writing; or
 - (ii) such other time period which in the sole opinion of the Grantor appears reasonable and necessary
- of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the Grantor's sole discretion, may adjust the Concession Fee payable or refund any Concession Fee paid in advance.
- 16. What are the Grantor's Rights to remedy defaults?**
- 16.1 The Grantor may choose to remedy at any time without notice any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default.
- 17. What happens on termination or expiry of the Concession?**
- 17.1 Upon the expiry or earlier termination of this Concession, either as in whole or in part, the Concessionaire is not entitled to compensation for any Structure or other improvement erected or carried out by the Concessionaire. The Concessionaire must within such time as the Grantor determines, remove all such Structures or other improvements making good at the Concessionaire's expense any damage caused by such removal and leaving the Land in a clean and tidy condition.
- 18. When is the Grantor's consent required?**
- 18.1 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.
- 19. Are there limitations on public access and closure?**
- 19.1 The Concessionaire acknowledges that the Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.
- 20. How will disputes be resolved?**
- 20.1 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.

- 20.2 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.
- 20.3 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.
- 20.4 The arbitrator must include in the arbitration award reasons for the determination.
- 20.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

21. How are notices sent and when are they received?

- 21.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address specified in Item 13 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 post, on the 6th working day after posting;
 - (c) in the case of email,
 - (i) if sent between the hours of 9am and 5pm on a working day, at the time of transmission; or
 - (ii) if subclause (i) does not apply, at 9am on the working day most immediately after the time of sending.

Provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 21.2 If either party's details stated out in Item 14 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.

22. What about the payment of costs?

- 22.1 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.
- 22.2 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. This includes the right to recover outstanding money owed to the Grantor.

23. What about Identification cards and the Grantor's Approved Label?

- 23.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 11 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.
- 23.2 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.
- 23.3 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.
- 23.4 The Concessionaire may also access, use and/ or display the Grantor's "Approved Label". This right only exists once the Concessionaire agrees to comply with the Grantor's Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the Grantor is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
- 23.5 The right under this clause 23.4 does not affect the obligation in this clause 23 to carry and display a Concession Identification card.

24. When can the conditions of the Concession be varied?

- 24.1 The Grantor may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing adverse effects resulting from the Concession Activity.
- 24.2 Nothing in clause 24.1 otherwise affects the Grantor's rights to vary the Concession under section 17ZC of the Conservation Act 1987.

25. Are there any Special Conditions?

- 25.1 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.

26. The Law

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

SCHEDULE 3

SPECIAL CONDITIONS

Concession Activity and Locations – maximum numbers of landings/duration

- Activities and locations approved are as follows subject to stated maximum frequencies.

District Office	Location (e.g. National Park) (called the Land)	Landing/Hovering Location	Activity (Purpose for Landing/Hovering)	Max. No Landings / Max. Duration Per Day	Max No. Landings / Max. Duration Per Year	Special Conditions
<i>Kaka</i>	<i>Kaka Conservation Area</i>	<i>Kaka Hut designated landing site</i>	<i>Dropping off hunters</i>	<i>2</i>	<i>20</i>	
<i>Kaka</i>	<i>Kaka Scenic Reserve</i>	<i>E1313131 N5151515</i>	<i>Collecting beehives via longline</i>	<i>5</i>	<i>10</i>	
<i>Kaka</i>	<i>Kereru National Park</i>	<i>Kereru Glacier E4444444 N5555555</i>	<i>Landing for scenic flight</i>	<i>4</i>	<i>50</i>	
<i>Kaka</i>	<i>Kea National Park</i>	<i>Starting from: E1111111 N5555555</i>	<i>Vegetation survey</i>	<i>30 minutes</i>	<i>3 hours</i>	

Private land

2. This Concession does not confer any right of access over any private land or public conservation land leased by the Grantor. Any arrangements necessary for access over private land or leased land are the responsibility of the Concessionaire. In granting this Concession the Grantor does not warrant that such access can be obtained.

DOC staff

3. The Grantor may send any officer of the Department on any of the activities authorised during the term of this Concession for the purpose of assessing the impact on conservation values, the standard of service offered and compliance with the terms and conditions of the Concession, at no expense to the Grantor.

Wāhi Tapu

4. The Concessionaire must recognise the sensitivity of wāhi tapu and urupa and seek guidance of iwi who claim mana whenua over any parts of the Land prior to providing interpretation on matters of iwi cultural significance and recognise the sensitivity of wāhi tapu and urupa.

In respect to Ngāi Tahu *(delete if not in Ngāi Tahu takiwa, insert any other relevant standard clause regarding iwi as required)*

5. The Concessionaire is requested to consult the relevant Papatipu Runanga (www.ngaitahu.iwi.nz) if they wish to use Ngāi Tahu cultural information. If the Concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.
6. The Concessionaire must, as far as practicable, attend any workshops held by the Department for the purpose of providing information to concessionaires, which is to include the Ngāi Tahu values associated with Tōpuni areas.
7. The Concessionaire must ensure any persons employed by the Concessionaire are requested to recognise and provide for Ngāi Tahu values in the conduct of their activities.

Animals

8. The Concessionaire must not take, and must ensure that its clients do not take, any animals, including dogs or any domestic pets, onto the Land.

Weeds

9. The Concessionaire must take all precautions to ensure weeds are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters and packs used by the Concessionaire, its staff and clients are clean before entering the Land.

Interpretation materials

10. The Concessionaire must consult with and seek the guidance of iwi claiming mana whenua over any parts of the Land prior to providing interpretation on matters of cultural significance to such iwi.
11. The Concessionaire must provide detailed information of any historical, cultural or natural science interpretation provided by the Concessionaire to its clients in the course of the Concession Activity, to the Grantor within thirty days of the date of any such written request by the Grantor.
12. If the Grantor considers the interpretative material provided by the Concessionaire above unsatisfactory, the Concessionaire must prepare an interpretation plan for approval by the Grantor within 60 days of advice from the Grantor that this is required.

Aircraft Use

13. The Concessionaire and any pilot of the aircraft authorised by this Concession must hold the applicable aviation document and privileges to conduct the Concession Activity under the Civil Aviation Rules and must comply with Civil Aviation law requirements applying to the Concession Activity.
14. Section 17ZF(2) of the Conservation Act 1987 requires that the Concession document shall be in the possession of the operator and have been sighted by the pilot in command of the aircraft prior to landing or taking off.
15. The Concessionaire must take flight paths that avoid overflying climbers, tramping tracks and huts where possible.
16. If the Concessionaire views another ground party within 500m of the landing site they must not land at that site.
17. The Concessionaire must ensure that aircraft idle times on the ground are kept to a practicable minimum.
18. The Concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the Land.

Include if concession is for non-commercial purposes

19. No fare paying passengers are permitted and the aircraft must not be used to conduct commercial operations. The Concessionaire can recover the actual and reasonable costs of running the aircraft, from passengers.
20. *Please choose one of the following for any concession for aircraft:*
If the activity is undertaken in any of the locations listed as needing noise abatement:

The Concessionaire must hold accreditation with a recognised noise abatement and disputes resolution programme. The Concessionaire must provide proof that such accreditation has been completed, if so required by the Grantor, and must keep their participation in that programme or training current until the Final Expiry Date.

OR if the activity is in a location not listed as currently needing noise abatement:

During the term of the concession, where the Grantor believes that the effects of aircraft noise should be further reduced, the Grantor may, by notice, require the Concessionaire to either undertake measures to minimise the effects of noise on conservation values or become accredited to a recognised noise abatement programme. If such notice is given by the Grantor, the Concessionaire must:

- (a) if required to undertake measures to minimise the effects of noise on conservation values within 3 months from receiving the notice undertake those measures to the satisfaction of the Grantor until the Final Expiry Date.
- (b) if required to become accredited to a recognised noise abatement and programme within 3 months from receiving the notice provide proof to the Grantor that such accreditation has been completed and must keep their participation in that programme or training current until the Final Expiry Date.

The Grantor may, at any time, issue a subsequent notice(s) requiring the Concessionaire to implement the other option.

Include if activity includes Helicopter Landings

- 21. If during the term of this Concession there are reoccurring complaints from the public regarding significant conflict about helicopter landings at a particular site, then the Grantor has the right to review landings at that site. This includes the right to withdraw the site completely from the concession or impose further restrictions on that site designed to avoid the adverse effects on the public.

Braided River Landings

- 22. The Concessionaire must not land within 100m of braided rivers between 1 September and 29 February (nesting season).
- 23. With written consent of the Grantor an exemption to condition 22 above may occur, provided that prior to any landings commencing a survey of all areas to be disturbed and a 100m radius surrounding these sites is undertaken to identify any potential bird nesting sites.
- 24. The survey specified in condition 23 above, must be:
 - (a) Undertaken by a suitably qualified and independent ornithologist/ecologist; and
 - (b) Undertaken no earlier than eight working days prior to landing, to locate any nests, colonies and/or chicks of 'Nationally Threatened' and/or 'At Risk' bird species.
- 25. Landings must not occur within 100 metres of birds which are breeding, nesting or rearing their young in the bed of the river or as identified in the survey required by condition 23 above.
- 26. The Concessionaire shall ensure the site is re-surveyed in accordance with condition 23 above, if landings:
 - (a) cease for more than eight days for any reason other than a flood event; OR
 - (b) are disrupted by a major flood event, and do not resume within eight days of peak flood flows.
- 27. The Concessionaire must ensure that where landing in braided riverbeds, the Concessionaire, their staff, and clients, are familiar with the Braided River Code.

Accidents and Incidents

28. The Concessionaire must ensure they report all incidents and accidents of any nature, and whether or not they are the subject of an official search and rescue operation to the Grantor. At the request of the Grantor the Concessionaire and any aircraft operator engaged by the Concessionaire must supply a report in writing of any inquiry into the cause of an incident, or accident, and if in the opinion of the Grantor the inquiry reveals that a reasonable standard of safety was not maintained and/or the Concessionaire, their servants, or employees or agents were negligent then the Grantor may terminate this Concession. The Concessionaire and any aircraft operator engaged by the Concessionaire must at the request of the Grantor make available any employee, servant, or agent who in the opinion of the Grantor might assist in any such enquiry.
29. The Concessionaire is to advise the applicable Operations Manager, as soon as practicable, if (due to emergency or other unforeseen circumstances) any aircraft must land at a site other than those specified in the permit.

GPS

30. All aircraft authorised under this concession shall be required to carry and operate GPS data loggers or equivalent technology so as to provide verifiable records of the concession activity at all times unless otherwise notified by the Grantor.
31. At the request of the Grantor, the Concessionaire shall provide the information monthly in arrears for the previous month's operation.

Snow and Glacier Landings *(delete if no Snow and Glacier landings involved)*

32. The Concessionaire will supply quarterly activity returns detailing the date, individual landing sites, number of landings and number of passengers, using the form attached to this document as **Appendix 1**, or an electronic alternative (e.g. excel spreadsheet) which supplies the same information.
33. These quarterly returns are due on 31st January, 30th April, 31st July and 31st October each year, the first of these being due on **31st October 20xx**.
34. The Concessionaire is expected to participate with the local aircraft user group (**state which is applicable – if any**) for best practice flight paths.
35. The Concessionaire may be required to submit quarterly returns of GPS recordings of flight paths and landings to the Department.

Hot Spot clauses

36. The Grantor reserves the right to apply restriction on the Concession Activity, or withdraw the Land or Concession Activity approved, if in the opinion of the Grantor, the Concession Activity is having, or may have, a significant adverse effect on the physical or social environment and the effect cannot be avoided, remedied or mitigated to an extent satisfactory to the Grantor.
37. The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of any action being taken, including profit.
38. If the Grantor withdraws the Land or Concession Activity approved, all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.
39. The Grantor may exercise the Grantor's right notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

Activity Returns

40. The Concessionaire **must complete and submit an activity return form** at the end of each concession year. The declaration must contain the following information:
- (a) Date of each landing;
 - (b) Location of all landings (common description);
 - (c) Number of landings undertaken on the Land;
 - (d) Number of people landed; and
 - (e) Purpose for the landing.

Review of Approved Permitted Landings per Year *(delete if there are no locations that have a limited supply of landings)*

In this clause:

“Activity Return Form” means the form described in clause 6.1 of Schedule 2 and condition 34 of Schedule 3.

“Permitted Landings Per Year” includes the number of landings the Concessionaire is permitted within this concession. It also includes the new permitted landings per year set in sub-clause (d) below.

41. On each Concession Fee Review Date the Grantor may review the Concessionaire’s Activity Return Forms to determine the actual number of landings undertaken in the twelve month period immediately preceding the Concession Fee Review Date.
42. If the Grantor's review of the activity return forms shows that the Concessionaire is not reaching the permitted landings per year, the following provisions apply:
- (a) Where the activity return forms disclose that less than 50% of the Concessionaire’s permitted landings for that 12 month period has been utilised, the Grantor may review the Concessionaire's Permitted Landings Per Year to reduce or eliminate significant under-utilisation.
43. Such a review will:
- (a) examine the Concessionaire’s Activity Return for the preceding three years, or for such other period as the Grantor considers appropriate, to ascertain activity trends and in relation to the Permitted Landings Per Year component identify the amount of the Permitted Landings Per Year that has not been utilised; and
 - (b) offer the Concessionaire an opportunity to present any business plans demonstrating any expected increase in utilisation or an explanation as to why the level of use has been at the reported level.
44. Following this review the Grantor is to:
- (a) determine if any location is to be excluded from the Concession; and/or
 - (b) determine if a reduction of the Permitted Landings Per Year is appropriate and the amount of that reduction; and
 - (c) advise the Concessionaire of any reduction to the Permitted Landings Per Year and the date the new Permitted Landings Per Year becomes effective.

45. If the Permitted Landings Per Year are so reduced, the Grantor will not be liable for any subsequent loss sustained by the Concessionaire (including loss of profits) even if that loss is wholly or partly a result of such a reduction in the Permitted Landings Per Year.
46. The Grantor may exercise the Grantor's right to exclude a location and/or reduce the Permitted Landings Per Year notwithstanding any prior waiver or failure to undertake action by the Grantor or any indulgence granted by the Grantor for any matter or default.

Remotely Piloted Aircraft Systems *(delete if there are no drones involved)*

Interpretation

"RPAS" means Remotely Piloted Aircraft System and includes any pilotless aircraft, Unoccupied Aerial Vehicle or drone.

47. The Concessionaire shall immediately cease the operation of the RPAS if there is any indication of wildlife disturbance.
48. The Concessionaire shall ensure that a fire extinguisher in good working order is carried at all times that the RPAS is in use, and that the Concessionaire and its staff (if applicable) are trained in the use of the fire extinguisher.
49. The Concessionaire is not authorised to operate the RPAS in areas that have a Fire Risk of High or above as published on the Fire and Emergency New Zealand website: <https://fireweather.niwa.co.nz>

Monitoring

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

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

Site Specific Conditions

If you add further special conditions, ensure they are included in your 'Report to Decision Maker' and that they do not conflict with other special conditions or other matters in Schedule 2

SCHEDULE 4

Plan or map