



# Concession Document (Guiding Permit)

Concession Number: ~&~PermissionPermissionNumber^&^

**THIS CONCESSION** is made this      day of

**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**

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

<p><b>Select one of the following options below and delete the other</b></p> <p><b>If decision maker is signing an original copy use this option</b></p>	<p><b>Select one only of the following execution clauses and delete the other four</b></p> <p>1. <b>Individual</b></p>
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SIGNED on behalf of the Minister of Conservation by [insert name and title of delegate] acting under delegated authority

in the presence of:

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

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

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

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

**OR**

**If decision maker is signing by way of electronic signature, use this option**

[INSERT DIGITAL SIGNATURE]

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

in the presence of:

[INSERT DIGITAL SIGNATURE]

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

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

SIGNED by [insert name of Concessionaire if an individual]

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 [insert 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 :

	<hr/> <p>Authorised Signatory Name</p> <hr/> <p>Authorised Signatory Name</p>
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## SCHEDULE 1

1.	<b>Land</b> (Schedule 3)	As listed in Schedule 3 (clause 1)
2.	<b>Concession Activity</b> (clause 2)	~&~PermissionPermissionDescription^&^ more specifically as listed in Schedule 3 (condition 1) together with rights of vehicular access over formed roads and use of formed car parks located on public conservation land and which service the Land.
3.	<b>Term</b> (clause 3)	_____ years _____ months commencing on ~&~PermissionTermStart^&^
4.	<b>Renewal(s)</b> (clause 3)	None
5.	<b>Final Expiry Date</b> (clause 3)	~&~PermissionTermEnd^&^
6.	<b>Concession Fee</b> (clause 4)	<p><b>Annual Activity Fees:</b></p> <p>\$10.00 plus GST per adult client guided per full day (defined as a period of more than 4 hours but no more than 24 hours);</p> <p>\$5.00 plus GST per adult client guided per half day (a half day being defined as more than 1 hour but no more than 4 hours); and</p> <p>\$1.00 plus GST per adult client guided per hour or less.</p> <p>Or a minimum of \$200 plus GST per annum for all activity (whichever is the greater)</p> <p>For any client charged by the Concessionaire at a reduced rate as a 'child', the annual activity fee is to be half the adult client concession activity fee.</p> <p><b>Annual Management Fee:</b></p> <p>\$xxx per annum plus GST</p> <p><b>Annual Environmental Monitoring Fee</b></p> <p>\$xxx plus GST / Not required</p>
7.	<b>Activity Returns Dates</b> (clause 6.1)	Annually, quarterly, or named dates for activity returns
8.	<b>Concession Fee Payment Date(s)</b> (clause 4)	Insert concession anniversary date or named date for fee payments
9.	<b>Penalty Interest Rate</b> (clause 4)	Double the current Official Cash Rate (OCR). <a href="#">See Reserve Bank of New Zealand website</a>

10.	<b>Concession Review Date(s)</b> (clause 5)	Insert 3 year anniversary date, or the date if review is to be earlier
11.	<b>Health and Safety</b> (clause 12)	Audited Safety Plan: Required Auditors certificate of approval to be provided to Grantor
12.	<b>Concessionaire Identification</b> (Clause 23)	Required
13.	<b>Insurance</b> (To be obtained by Concessionaire) (clause 11)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Forest and Rural Fires Act extension for an amount no less than \$250,000.00; and Third party vehicle liability for an amount no less than \$500,000.00. delete if no vehicle involved in activity  Subject to review on each Concession Fee Review Date
14.	<b>Addresses for Notices</b> (clause 21)	The Grantor's address is: NB: Use street address Permissions team email address XXX Permissions Team Office address
		The Concessionaire's address in New Zealand is: NB: Use street address ~&~HolderTableStreetAddress^&^ Phone: ~&~HolderTableContactWorkPhone^&^ Fax: ~&~HolderTableContactFax^&^ Email:
15.	<b>Special Conditions</b> (clause 25)	See Schedule 3.
16.	<b>Processing Fee</b> (clause 4)	\$XXX + GST

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

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS FOR GUIDING 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?**

- 3.1 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.
- 3.2 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.
- 3.3 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.

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

- 4.1 The Concessionaire must pay the Processing Fee (Item 16 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 the Environmental Monitoring Fee) plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 6, 7 and 8 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 9 of Schedule 1.

**5. When can the fees be reviewed?**

5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date stated in Item 10 of Schedule 1. The new Concession Fee is to be the market value of the Concession Activity carried out on the Land having regard to the matters set out in section 17Y(2) of the Conservation Act 1987.

5.2 Both parties are to agree on the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the review.

5.3 If the parties cannot so agree then each party is to appoint a Registered Valuer who must meet and agree on the new fee. If the Registered Valuers fail to reach agreement the new fee is to be determined by an umpire appointed by the two Registered Valuers. Each party is to bear that party's own costs and half the costs of the umpire (if any).

**6. What about Activity return forms?**

6.1 The Concessionaire must complete a Client Activity Return form in the format required by the Grantor, and return them to the Grantor on the Activity Return Dates stated in Item 7 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](http://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 13 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 reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 11 of Schedule 1), and with any safety directions of the Grantor.
- 12.2 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.
- 12.3 If the Concessionaire does not hold Qualmark or Outdoorsmark certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
- (a) prepare a safety plan;
  - (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.
- 12.4 For any Concession Activity that is subject to the Health and Safety in Employment (Adventure Activities) Regulations 2011, proof of registration with WorkSafe New Zealand will satisfy the Grantor's requirement under clause 12.3(b).

- 12.5 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.
- 12.6 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 11 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 12.7 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 11;
  - (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 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

(a) one calendar month's notice in writing; or

(b) 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, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 14 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.
- 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 12 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 people

- Activities and locations approved are as follows subject to stated maximum party size, maximum number of clients per guide and frequencies. Copy and paste list from online application (and delete this table), or re-type from paper application form into this table – information must exactly match the published Conforming Activity Schedule.

Name of Area Office	Name of Track/facility	Location (e.g. National Park) (called the Land)	Activity & Duration	Max. Party Size (incl. guides)	Max Frequency - total groups/ y; m; wk; or d	Special Conditions (as required by Conforming Activity Schedule)	Number of Trips/yr

**Use of toilets**

2. Toilets must be used when camping in the vicinity of huts.

**Hut Use**

3. Hut use is on a first come first served basis and the Concessionaire and their clients together with all other concessionaires and their clients must not be occupy more than half the bunk space of any hut unless the bunks would otherwise be unoccupied. The Concessionaire or their clients must carry alternative accommodation on all overnight trips operated under this Concession and must not use a hut for more than two consecutive nights unless authorised in writing by the Department's appropriate Area Manager.
4. Where the Concessionaire makes use of Department administered huts, the Concessionaire must enter relevant details of the activity into any hut book provided by the Grantor.

**Hut fees/ permits**

5. Standard hut fees and camping fees must be paid by both guides and clients either before the trip begins or to the hut warden or camp manager, or if unavailable, to the relevant Area office on completion of the trip.

**Private land**

6. 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**

7. 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.

**Use of tracks**

8. The Concessionaire must ensure that, where provided, clients remain on formed tracks or well-used routes designed to protect natural and historic features of the Land, do not enter caves and do not exceed any loading limitations placed on facilities and structures.

**Camp sites**

9. The Concessionaire must ensure that no permanent camp sites are created nor stores or cache of any equipment is left on the Land or in any hut without the specific authority of the Department's appropriate Area Manager.

**Wāhi Tapu**

10. 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 and insert any other relevant standard clause regarding iwi as required)

11. The Concessionaire is requested to consult the relevant Papatipu Runanga (insert contact details) 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.
12. 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 Topuni areas.
13. 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.

**Vehicle use**

14. The Concessionaire must ensure that none of its vehicles or vehicles of its clients are taken off formed roads.

**Vehicle parking**

15. The Concessionaire must ensure that its vehicles and the vehicles of its clients are only parked only in designated parking areas.

**Animals**

16. 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**

17. 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**

18. 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.
19. 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.
20. 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.

**Recordings of bird songs**

21. The Concessionaire must not and must ensure that its clients do not play recordings of bird songs on the Land.

**Didymo**

22. The Concessionaire must comply and ensure its clients comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Concessionaire must regularly check this website and update their precautions accordingly.

**Kauri Dieback (delete if definitely not at a kauri location)**

23. The Concessionaire must comply and ensure its clients comply with all guidelines and notices issued by the Kauri Dieback Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism *Phytophthora taxon Agathis* (PTA) Kauri Dieback Disease as specified by the website [www.kauridieback.co.nz/](http://www.kauridieback.co.nz/). The Concessionaire and clients must comply with the general guidelines and for specific concession activities the relevant guidelines as specified on [www.kauridieback.co.nz/publications](http://www.kauridieback.co.nz/publications). The Concessionaire must update itself on these websites on a regular basis.
24. The Concessionaire must ensure that all vehicles and equipment are thoroughly cleaned of all visible soil and that footwear once cleaned is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri. This is to reduce the potential for spread of PTA. Contact details for suppliers of SteriGENE may be obtained through the Department of Conservation.

**Aircraft Use (delete if there is no aircraft involved)**

25. 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.
26. The Concessionaire must ensure that aircraft idle times on the ground are kept to a practicable minimum.
27. The Concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the Land.
28. 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 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 and disputes resolution programme. If such notice is given by the Grantor, the concessionaire must

(i) 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.

(ii) if required to become accredited to a recognised noise abatement and disputes resolution 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.

**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.

29. The Concessionaire shall immediately cease the operation of the RPAS if there is any indication of wildlife disturbance.
30. 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.
31. The Concessionaire is not authorised to operate the RPAS in areas that have a Fire Risk of High or above as published on the National Rural Fire Authority website <http://fireweather.nrfa.org.nz>

**Review of Concession Activity**

*In this clause:*

*“Client Activity Return Form” means the Form required in clause 6.1 of Schedule 2.*

*“High Season” means the consecutive three month period when the highest use of the Conservation Activity occurs.*

*“Permitted Limit” means the frequency of trips and/or the numbers of clients the Concessionaire is permitted in carrying out the Concession Activity specified in Clause 1 of Schedule 3. It also includes the new limit set below.*

32. On each Concession Fee Review Date the Grantor may review the Concessionaire's Client Activity Return Forms to determine the actual use of the Concession Activity, including the actual numbers of the Concessionaire's clients undertaking the Concession Activity in the twelve month period immediately preceding the Concession Fee Review Date.
33. If the Grantor's review of the Client Activity Return Forms shows that:
- (a) the Concessionaire is not conducting the Concession Activity in all or any of the locations specified in clause 1 of Schedule 3; and/ or
  - (b) on average the Concessionaire has utilised less than 70% of the Permitted Limit over the High Season for that twelve month period,
- the Grantor may:
- (c) exclude any such location from the Concession Activity; and/ or
  - (d) reduce or eliminate significant under-utilisation over the life of the Concession.
34. Such a review must:
- (a) examine the Concessionaire's Activity Returns for the preceding three years, or for such other period as the Grantor considers appropriate, to ascertain trends and in relation to the Permitted Limit component identify the amount of the Permitted Limit that has not been utilised over the High Season/s; and
  - (b) offer the Concessionaire an opportunity to present any business plans demonstrating any expected use of such location or an explanation as to why the Concession Activity has not been conducted at the location; and/ or
  - (c) invite the Concessionaire to offer an explanation as to why the level of use has, on average, been below 70% of the Permitted Limit over the High Season/s; and to demonstrate that it has the capacity and the intention to increase utilisation. Capacity may be demonstrated by the existence of the equipment and infrastructure necessary to utilise the Permitted Limit. Intention may be demonstrated through business plans showing anticipated levels of operation up to the Permitted Limit.
35. 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 Limit is appropriate and the amount of that reduction; and
  - (c) advise the Concessionaire of the date the exclusion and/ or the reduced Permitted Limit becomes effective.
36. If any location is so excluded and or the Permitted Limit is so reduced the Grantor is not to 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 exclusion and/or such a reduction in the Permitted Limit.

37. The Grantor may exercise the Grantor's right to exclude a location and/ or to reduce the Permitted Limit notwithstanding any prior waiver or failure to undertake action by the Grantor or any indulgence granted by the Grantor for any matter or default.

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