

One-Off Guiding 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 a **ONE-OFF GUIDING 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.

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

SCHEDULE 1

1.	Land (clause 2)	As listed in Schedule 3 (condition 1)
2.	Concession Activity (clause 2)	Guided walking 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.	Term	The period commencing from and including [Start date] and ending on and including [End date].
4.	Concession Fee (clause 3)	Processing Fee: \$930.00 plus GST <i>minimum fee covers approx. 5hrs staff time</i> <i>Fees are likely be higher for complex applications, or those that include multiple locations.</i> Activity Fee: <i>If fees are waived, you must still list what limit they were waived up to.</i> \$15.00 plus GST per adult client guided per full day (defined as a period of more than 4 hours but not more than a calendar day); \$7.50 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 \$2.00 plus GST per adult client guided per hour or less. Fees are based on the amount of time guiding takes place on PCL during a calendar day (the 24-hour period from 12:00am to 11.59 pm). 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. Management Fee: \$180.00 - \$270.00 plus GST <i>Refer to Cost Recovery SOP for Activity return options</i> 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.
5.	Activity Returns (clause 6)	<i>Select suitable date after activity has expired e.g. 1 day, 1 week. On 1 October 2025</i>
6.	Concession Fee	As specified on invoice

	Payment Date(s) (clause 3)	
7.	Penalty Interest Rate (clause 3)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website
8.	Health and Safety (clause 8)	Safety Plan: Required Safety Plan assurance to be provided to the Grantor
9.	Identification	Concessionaire must carry a copy of this concession document, when undertaking the activity.
10.	Insurance (To be obtained by Concessionaire) (clause 7)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00.
11.	Address for Notices (clause 12)	<u>Physical Address:</u> Department of Conservation [xxx District Office] [Office address] <u>Postal Address:</u> Department of Conservation Att: National Transaction Centre PO Box 5244 Dunedin 9054 Email: [Insert District Office email] The Concessionaire's address in New Zealand is: NB: Use street address ~&~HolderTableStreetAddress^&^ Phone: ~&~HolderTableContactWorkPhone^&^ Name - role Email: [Insert Email]
12.	Special conditions (clause 14)	See Schedule 3

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

SCHEDULE 2

STANDARD CONDITIONS

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).
- 1.2 The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.
- 1.3 Any references to 'DOC' the 'Department' or the 'Department of Conservation' means the Department of Conservation.

2 Activity

- 2.1 The Concessionaire is only permitted to use the Land for the Concession Activity.

3 Fees

- 3.1 The Concessionaire must pay all fees to the Department in the manner directed by the Grantor.
- 3.2 Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.
- 3.3 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 7 of Schedule 1.

4 No right to assign

- 4.1 This Concession is not transferable.

5 Obligations to protect the environment

- 5.1 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.
- 5.2 The Concessionaire must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).
- 5.3 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.

6 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 Department on the Activity Return Dates stated in Item 5 of Schedule 1.

7 Indemnity and insurance

- 7.1 The Concessionaire shall use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor, the Department and the Department'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.
- 7.2 The Concessionaire shall indemnify the Grantor, the Department and the Department's employees and agents against all claims, actions, losses and expenses of any nature which the Grantor, the Department and the Department's employees may suffer or incur or for which may become liable arising from the Concessionaire's performance of the Concession Activity.
- 7.3 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.
- 7.4 Without prejudice to or in any way limiting its liability under this clause 8 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 10 of Schedule 1 with a substantial and reputable insurer.
- 7.5 The Concessionaire must, provide to the Department 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.

8 Health and Safety

- 8.1 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.
- 8.2 If the 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.

- 8.3 If the Concessionaire does not meet the definition of '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 (if required by the Grantor).
- 8.4 The Concessionaire must comply with its safety plan, and with any safety directions of the Grantor.
- 8.5 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.
- 8.6 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.
- 8.7 Receipt of the certified safety plan certificate by the Grantor does not in any way to limit the obligations of the Concessionaire under clause 8 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 8.8 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 8;
 - (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.

9 Suspension

- 9.1 If 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, this Concession may be suspended.
- 9.2 If the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the effect can be avoided, remedied or mitigated, then this Concession may be suspended until the Concessionaire avoids, remedies or mitigates the adverse effect.
- 9.3 The Concession may be suspended where the Concessionaire has breached any terms of this Concession.
- 9.4 This Concession may be suspended while the Department investigates any of the circumstances contemplated in clauses 9.1 and 9.2 and also while the Department 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.
- 9.5 The word “investigates” in clause 9.4 includes the laying of charges and awaiting the decision of the Court.
- 9.6 During any period of temporary suspension arising under clauses 9.1 or 9.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

10 Termination

- 10.1 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 Department’s use,
- this Concession may be terminated at any time in respect of the whole or any part of the Land. Before so terminating, the Concessionaire will be given reasonable notice.

11 Limitations on public access and closure

- 11.1 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.

12 Notices

- 12.1 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 11 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.

- 12.2 If either party's details stated out in Item 11 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.

13 Payment of costs

- 13.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing this Concession or any extension or variation of it.
- 13.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Department) arising out of and associated with steps taken by the Department 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 Department.

14 Special conditions

- 14.1 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.

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 and frequencies.

Location (e.g. National Park) (called the Land)	Name of Track/facility	Activity & Duration	Max. Party Size (incl. guides)	Max Frequency - total groups/ y; m; wk; or d	Number of Trips per year
[] District Office					
[] District Office					

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Processing Fee *delete if the activity is not occurring immediately*

2. Notwithstanding clause 3 of Schedule 2 the Concessionaire may undertake the Concession Activity prior to the Processing Fee being paid but, for the avoidance of doubt, the Processing Fee must still be paid on the date and in the manner specified in the Department's invoice.

Use of toilets

3. Toilets must be used where provided.

DOC bookable facilities

4. The Concessionaire must hold an Authorised Booking Agent Agreement to make bookings on behalf of its clients/customers using the DOC Visitor Booking System. Contact booking@doc.govt.nz to sign up to the Authorised Booking Agent Agreement. The Concessionaire must comply with the terms of that agreement. In the event of any inconsistency between this Concession and the Authorised Booking Agent Agreement, this Concession prevails.

Non bookable facilities

5. For non-bookable facilities, including huts and campsites, use is on a first come first served basis and the Concessionaire and their clients/customers together with all other concessionaires and their clients/customers must not occupy more than half the bunk space or campsite capacity unless those spaces would otherwise be unoccupied.
6. The Concessionaire or their clients/customers must carry alternative accommodation on all overnight trips where huts are used 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 Operations Manager.

Hut book use *delete if not applicable*

7. 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/Camping fees *delete if not applicable*

8. Standard hut fees and camping fees must be paid by both guides and clients either before the trip begins or to the hut ranger or camp manager, or if unavailable, to the relevant District Office on completion of the trip.

Use of tracks and land

9. 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.
10. 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 Operations Manager.

Vehicle use

11. The Concessionaire must ensure that none of its vehicles or vehicles of its clients are taken off formed roads.
12. The Concessionaire must ensure that its vehicles and the vehicles of its clients are only parked only in designated parking areas.

Private land

13. This Concession does not confer any right of access over any private land or public conservation land leased by the Department. Any arrangements necessary for access over private land or leased land are the responsibility of the Concessionaire.

Wāhi tapu

14. 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.

Ngāi Tahu *delete if not in Ngāi Tahu takiwa, insert any other relevant standard clause regarding iwi as required.*

15. The Concessionaire is requested to consult the relevant Papatipu Runanga ([Papatipu Rūnanga | Te Rūnanga o Ngāi Tahu](#)) 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.
16. 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.
17. 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.

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 Department 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.

Animals

22. 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

23. The Concessionaire must take all reasonable 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.

Didymo / Freshwater pests

24. The Concessionaire must comply and ensure its clients comply with the Ministry for Primary Industries (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of freshwater pests (like didymo *Didymosphenia geminata*) 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 Disease *delete if definitely not at a kauri location*

25. If the proposed activity is in the district or region of any of the following:
- (a) NNI – Kaitia, Kauri Coast, Pewhairangi/BOI, Whangarei
 - (b) AKL – Mainland, Inner Islands, Aotea
 - (c) HWT – Waikato, Hauraki, Coromandel
 - (d) ENI – Tauranga

You must apply DOC's Kauri Dieback conditions; copy and paste from DOC-6511068 into this concession document. Note, the conditions are kept in a 'live' document and will be updated as and when required. If some conditions do not apply/are not relevant to the application, consider removing these.

Myrtle Rust

26. The Concessionaire must know the plants that are affected by myrtle rust and what the rust symptoms look like. This serious fungal disease only affects plants in the myrtle (myrtaceae) family which includes pōhutukawa, mānuka, and ramarama. See <https://www.mpi.govt.nz/biosecurity/long-term-biosecurity-management-programmes/myrtle-rust-in-new-zealand/>.
27. If the Concessionaire encounters plants with suspected symptoms of myrtle rust, the Concessionaire must not touch the affected plants and must take the following steps:
- (a) Report the infection by using the iNaturalist app (this can be done through the mobile or web app <https://inaturalist.nz/projects/myrtle-rust-reporter>), or record the approximate location to report on return.
 - (b) Take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant.

- (c) Do not touch or try to collect samples as this may increase the spread of the disease.
- (d) If accidental contact with the affected plant or rust occurs, bag clothing and wash clothes, bags and shoes as soon as possible using the instructions found here: <https://www.myrtlerust.org.nz/assets/Uploads/How-to-remove-infected-myrtle-plants-and-safely-dispose-of-the-waste.pdf>.

DOC staff

- 28. Any officer of the Department may attend 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.

Monitoring

- 29. 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.

Other Special Conditions

- 30. *If you add further special conditions, ensure they do not conflict with other special conditions or other matters in Schedule 2.*

SCHEDULE 4

Plan or map