

SIGNED on behalf of the Minister of Conservation by Barry Hanson, Director, Conservation Partnerships - South and Eastern South Island Region

SIGNED by:

acting under delegated authority

in the presence of:

in the presence of:

Witness Signature: _____

Witness Signature: _____

Witness Name: _____

Witness Name: _____

Witness Occupation: _____

Witness Occupation: _____

Witness Address: _____

Witness Address: _____

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

SCHEDULE 1

DEFINITION OF CONCESSION ACTIVITY AND RELATED TERMS AND CONDITIONS

1.	Land	The land or part thereof which the Concession Activity is authorised over is listed in below tables and is further defined in either green (LAND A) or orange (LAND B) on the maps and CD included with this permit.	
	Land A	Open for the period specified, excluding the killing of any deer species between 23 March and 9 April and the four days of Easter when they fall outside this period.	
	Block ID	Protected area	Access dates
	CA01	St James Conservation Area – St James Range	1 June – 31 August
	CA02	St James Conservation Area – Spenser Mountains	26 April – 31 August
	CA03	The Hossack Conservation Area, Snowden Scenic Reserve, Tinline Downs Conservation Area	10 February – 31 August
	CA04	Hanmer Forest Park, Woodbank Conservation Area, Lochiel Conservation Area, Lake Sumner Forest Park	10 February – 31 August
	CA05	Lake Sumner Forest Park, Island Hills Conservation Area	10 February – 31 August
	CA06	Lochinvar Forest Conservation Area	10 February – 31 August
	CA07	The Den Conservation Area, Seaward Forest Conservation Area, Puketeraki Forest Conservation Area	10 February – 31 August
	CA08	Central Southern Alps Wilberforce Conservation Area	10 February – 31 August
	CA09	Rangitata/Rakaia Head Waters Conservation Area	10 February – 31 August
	CA10	Rangitata/Rakaia Head Waters Conservation Area	10 February – 31 August
	CA11	Hakatere Conservation Park, Rangitata/Rakaia Head Waters Conservation Area, Te Kahui Kaupeka Conservation Park	10 February – 31 August
	CA12	Double Hill Conservation Area, Hakatere Conservation Park	10 February – 31 August
	CA13	Te Kahui Kaupeka Conservation Park	1 May – 31 August
	CA14	Aoraki Mt Cook National Park	10 February – 31 August
	CA15	Mt Cook Station Conservation Area, Liebig Range/Upper Jollie/ Cass Conservation Area, Godley Peaks Conservation Area, Braemar Conservation Area	10 February – 31 August
	CA16	Ruataniwha Conservation Area	10 February – 31 August
	CA17	Ruataniwha Conservation Area	10 February – 31 August
	CA18	Ahuriri Conservation Park	1 May – 31 August
	NM01	Mt Richmond Forest Park	10 February – 31 August
	NM02	Mt Richmond Forest Park	10 February – 31 August
	NM03	Leatham Conservation Area, Rainbow (Run) Conservation Area	10 February – 31 August
	NM04	Rainbow (Run) Conservation Area	10 February – 31 August
	NM05	Ka Whata Tu O Rakihouia Conservation Park	10 February – 31 August
	NM06	Ka Whata Tu O Rakihouia Conservation Park, Mount Manakau Scenic Reserve, Jordan Stream Scenic Reserve	10 February – 31 August
	OT03	Shotover Conservation Area, Black Peak Conservation Area	10 February – 31 August
	OT04	Shotover Conservation Area,	10 February – 31 August
	OT05	Part Mount Aurum Recreation Reserve	10 February – 31 August
	OT06	Mt Aspiring National Park CMS Backcountry zones	1 May – 31 August
	SO01	Conservation Area – Mavora Park	1 May – 31 August
	SO02	Conservation Area – Mavora Park	1 May – 31 August
	WC01	Conservation Area – Lyell Range – Radiant Range	10 February – 31 August
	WC02	Victoria Forest Park	10 February – 31 August
	WC03	Victoria Forest Park, Lewis Pass Scenic Reserve	10 February – 31 August
	WC04	Victoria Forest Park	10 February – 31 August
	WC05	Otira-Kopara Forest Conservation Area, Victoria Forest Park	10 February – 31 August
	WC06	Granville Forest Conservation Area, Mount Harata Ecological Area	10 February – 31 August
	WC07	Otira-Kopara Forest Conservation Area	10 February – 31 August

	WC08	Conservation Area – Wanganui / Otira Catchments	10 February – 31 August
	WC09	Lake Kaniere Scenic Reserve, Conservation Area – Wanganui / Otira Catchments	10 February – 31 August
	WC10	Conservation Area – Wanganui / Otira Catchments	10 February – 31 August
	WC11	Conservation Area – Wanganui / Otira Catchments	10 February – 31 August
	WC12	Conservation Area – Wanganui / Otira Catchments, Conservation Area – Waitangi Forest, Conservation Area – Totara – Mikonui Forests	10 February – 31 August
	WC13	Conservation Area – Waitangi Forest, Conservation Area – Waitaha Forest	10 February – 31 August
	WC14	Conservation Area – Waitangi Forest, Conservation Area – Cook River to Haast River	10 February – 31 August
	WC15	Waitangi Forest Conservation Area	10 February – 31 August
	WC16	Westland National Park	10 February – 31 August
	WC17	Westland National Park – Karangarua Range & Sierra Range ridgeline & northwards	10 February – 31 August
	WC18	Conservation Area – Cook River to Haast River	10 February – 31 August
	WC19	Westland National Park – South of Karangarua Range & Sierra Range ridgeline	14 June – 31 August
	WC20	Conservation Area – Cook River to Haast River	10 February – 31 August
	WC21	Conservation Area – Cook River to Haast River	10 February – 31 August
	WC22	Conservation Area – Cook River to Haast River	10 February – 31 August
	WC23	Conservation Area – Cook River to Haast River	10 February – 31 August
	WC24	Conservation Area – Cook River to Haast River	10 February – 31 August
	WA01	Hooker-Landsborough Wilderness Area	10 February – 31 August
	WA02	Hooker-Landsborough Wilderness Area	10 February – 31 August
	WAH/L	Hooker-Landsborough Wilderness Area	14 June – 31 August
		Adams Wilderness Area	14 June – 31 August
		Olivine Wilderness Area	On application to the Conservation Partnerships Manager, Southern West Coast or Central Otago and when the outcome of the activity is deemed to be of management benefit at this place.
	Land B	Open for the dates specified, excluding all AATH activity during the deer roar ballot period of 22 March to 21 April (inclusive).	
	OT01	Hawea Conservation Park excluding CACH (ex Dingle Burn)	10 February – 31 August
	OT02	West Wanaka Conservation Area, Mt Alta Conservation Area	10 February – 31 August
	WC25	Conservation Area – Arawhata	10 February – 31 August
2.	Concession Activity (clause2)	<p>The use of a helicopter (whether or not for hire or reward) to carry out the activity of aerially assisted trophy hunting, being the carriage of recreational hunter(s), their guide, and associated firearms/ammunition for the following purposes:</p> <ul style="list-style-type: none"> (ii) the active searching for wild animals with trophy potential; and (iii) the on the ground guiding of the client and killing of the wild animal, (iv) the recovery of such wild animals. <p>EXCLUDING THE FOLLOWING ACTIVITIES</p> <ol style="list-style-type: none"> 1. Live capture and carriage of wild animals. 2. The killing and recovery of wild animals or any part thereof for supply to a NZFSA approved processing facility. 3. The carriage and/or use of a shotgun and/or net gun. 	

3.	Aircraft (clause 19)	Company: Aircraft make and model: Registration number: Colour: Aircraft make and model: Registration number: Colour:												
4.	Term (clause 3)	Five years commencing 10 February 2014												
5.	Guarantees (clause 17)	<i>Required/Not required</i>												
6.	Final Expiry Date (clause 3)	9 February 2019												
7.	Concession Fees (clause 4)	<p>a) Concession activity fee</p> <p>Helicopter Activity; \$100 plus GST per guided client. Daily Hunter/Companion Guiding Fee; \$5 plus GST per client or companion for up to 4 hours per day or \$10 plus GST per client or companion guided for periods between 4 – 8 hours per day.</p> <p><i>Plus:</i></p> <table border="1"> <tr> <td colspan="2">A. Trophy Fee/ Environmental Contribution</td> </tr> <tr> <td>Tahr (male only) recovered</td> <td>\$150 plus GST per animal killed and recovered</td> </tr> <tr> <td>Chamois recovered</td> <td>\$100 plus GST per animal killed and recovered</td> </tr> <tr> <td>Deer/Wapiti</td> <td>\$1 plus GST per animal killed and recovered</td> </tr> <tr> <td colspan="2">B. Culling of females and juveniles</td> </tr> <tr> <td colspan="2">Five females or juveniles of to be culled for every trophy killed and recovered <u>across all public conservation land</u>; culls are to be conducted in association with the department as per Schedule 3, clause 4</td> </tr> </table> <p>b) Concession management fee \$450 plus GST per annum</p>	A. Trophy Fee/ Environmental Contribution		Tahr (male only) recovered	\$150 plus GST per animal killed and recovered	Chamois recovered	\$100 plus GST per animal killed and recovered	Deer/Wapiti	\$1 plus GST per animal killed and recovered	B. Culling of females and juveniles		Five females or juveniles of to be culled for every trophy killed and recovered <u>across all public conservation land</u> ; culls are to be conducted in association with the department as per Schedule 3, clause 4	
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8.	Concession Fee and Management Fee Review Date(s) (clause 5)	10 February 2017												
9.	a) Concession Fee and b) Management Fee Payment Dates (clause 4)	<p>a) Concession fee payable in arrears upon submission of activity returns, which are due 30 April and 31 August annually.</p> <p>b) Management fee payable annually on the concession signing anniversary date</p>												
10.	Penalty Interest Rate	Double the current Official Cash Rate. <u>See Reserve Bank of New Zealand website</u>												

	<i>(clause 4)</i>	
11.	Safety plan <i>(clause 7)</i>	For the on ground component of the Concession Activity <i>Required</i>
12.	Insurance requirements and details <i>(clause 8)</i>	<p>A. <u>Types and amounts:</u></p> <p>i. General Public Liability for an amount no less than NZ\$2,000,000 including Forest & Rural Fires Act Extension with this extension having a sub-limit of no less than NZ\$1,000,000.</p> <p>ii. Aviation Legal Liability for an amount of no less than NZ\$2,000,000 including Forest & Rural Fires Act Extension with this extension having a sub-limit of no less than NZ\$1,000,000.</p> <p>B. <u>Other Policies and amounts:</u> N/A</p>
13.	Addresses for Notices <i>(clause 13)</i>	The Grantor's address is: Department of Conservation 70 Moorhouse Ave Christchurch Phone: (03) 371-3700 Fax:
		The Concessionaire's address in New Zealand is: Fax: :
14.	Special Conditions <i>(clause 48)</i>	Refer Schedule 3, 4, 5, 6,

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

SCHEDULE 2

STANDARD CONDITIONS

1. Interpretation (to be included in the paragraph numbering later)

- 1.1 Where this document requires the exercise of any discretion by the Grantor, including termination under clause 10, and suspension under clause 9 or any approval by the Grantor, or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When consent is required under this document such consent must not be unreasonably withheld.
- 1.2 For the purposes of dispute resolution, a dispute includes any dispute of fact or law or interpretation or the exercise of any discretion, approval or other action of the Grantor.

2. Concession Activity

- 2.1 The Concessionaire must not use the Land for any purpose other than the Concession Activity.
- 2.2 The Concessionaire must brief all its officers, employees, contractors and pilots engaged in the Concession Activity on the conditions of the permit and how these conditions should be applied, including briefing on all land and boundaries specified in Item 1 of Schedule 1.
- 2.3 The Concessionaire is responsible for the acts and omissions of its directors, employees, contractors or agents. The Concessionaire is liable under this Concession for any breach of the Concession by its directors, employees, contractors or agents as if the breach had been committed by the Concessionaire

3. Term

- 3.1 The Concession is for the Term specified in Item 4 of Schedule 1 with the Final Expiry Date as specified in Item 6 of Schedule 1.

4. Concession Fee and Management Fee

Concession Fee

- 4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee plus GST as specified in Items 7 and 9 of Schedule 1. If payment is not made by 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 10 of Schedule 1.

Management Fee

- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Management Fee plus GST as specified in Items 7 and 9 of Schedule 1. If payment is not made by the Management Fee Payment Date the Concessionaire is to pay interest on the unpaid Management Fee from the Management Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 10 of Schedule 1.

5. Concession/ Management Fee Review

- 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date specified in Item 8 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 The Grantor is to review the Management Fee on the Management Fee Review Date specified in Item 8 of Schedule 1. The new Management Fee is to be set at the then current Department of Conservation charge out rate for staff likely to be involved in administering the Concession
- 5.3 Both parties are to agree on the new Concession Fee and Management Fee within 30 working days of the Grantor giving the Concessionaire written notice of the review.

5.4. If the parties cannot so agree then the disputes resolution clause 11 applies.

6. Protection of Environment and Public

- 6.1. Except for the purposes that are approved by virtue of this Concession or except as otherwise approved in writing by the Grantor the Concessionaire must not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, animals, birds, plants, or historic resources on the Land; or
 - (b) bring any plants, animals, or firearms on to the Land; or
 - (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
 - (d) pile or store materials in any place on the Land where it may obstruct the public or create a nuisance; or
 - (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
 - (f) bury any toilet waste within 50 metres of any water source.
- 6.2. The Concessionaire must:
- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Concession Activity
 - (b) not light or permit to be lit any fire on the Land.
 - (c) not store or permit to be stored fuels or other combustible materials on the Land without the written permission of the Grantor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996;
 - (d) comply with any of the Grantor's requirements for fire warning and safety equipment and for fire fighting equipment to be kept on the Land at all times.
- 6.3. The Concessionaire must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.lnt.org/programs/principles.php).
- 6.4. The Concessionaire must comply with the MAF Biosecurity New Zealand, Check, Clean, Dry cleaning methods to prevent the spread of Didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. MAF Biosecurity New Zealand, Check, Clean, Dry cleaning methods can be found at - <http://www.biosecurity.govt.nz/didymo>. The Concessionaire must regularly check this website and update their precautions accordingly.
- 6.5. The Concessionaire must not "clean", "skin", "gut", or otherwise process any wild animal permitted under Item 2, Schedule 1 in or around any huts or waterways. Carcasses, offal, and any other animal remains must not be left within 50 metres of any water body, waterway, water course, or within 200m of any hut, known campsite or track.
- 6.6. The Concessionaire must ensure weeds are not introduced to the Land; this includes ensuring that all footwear and equipment used in carrying out the Concession Activity are clean before entering the Land.
- 6.7. The Concessionaire must take all practicable steps to avoid, where possible, overflying tramping routes, tracks and other visitor facilities and must not conduct the Concession Activity on that part of the Land below the bushline or where there is no defined bush, the 800 meter contour.
- 6.8. The Concessionaire is to maintain a "look out" for recreationalists and ground hunter(s) and is to take all practicable steps to ensure that its activities do not come into conflict with those people.
- 6.9. The Concessionaire must contact and familiarise themselves with procedures of any relevant aircraft user group such as the Mount Cook and Westland National Parks Aircraft User Group (the names and contact details of such groups are to be provided by the Grantor).
- 6.10. The Concessionaire must immediately report to the Grantor any act in contravention of clause 6 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Grantor with details of the circumstances surrounding such incidents.

7. Health and Safety

- 7.1. 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.

- 7.2. 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.
- 7.3. If the guide is a member of the NZPHGA then the Concessionaire may use the NZPHGA safety plan for the on ground component of the Concession Activity
- 7.4. If the Concessionaire does not hold Qualmark or Outdoorsmark certification, or does not comply with clause 7.3 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.
- 7.5. If clause 7.3 applies then if the Concessionaire amends or replaces the safety plan then before the amendment or replacement plan takes effect the Concessionaire must comply with clause 7.3 (b) and (c).
- 7.6. 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.
- 7.7. Receipt of the safety plan/auditor certificate by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 7 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 7.8. 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 7;
 - (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.

8. Indemnities and Insurance

- 8.1. The Concessionaire agrees to carry out the Concession activity and 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.
- 8.2. 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.
- 8.3. 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.

- 8.4. The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 8.5. Despite anything else in clause 8 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 8.6. The Grantor is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 8.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 8.7. Where the Grantor is found to be liable in accordance with clause 8.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 8.8. Despite anything else in clause 8 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 8.9. 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 specified in Item 12 of Schedule 1 with a substantial and reputable insurer (or where the aircraft operator is not the Concessionaire, the Concessionaire must ensure the aircraft operator holds the required aviation insurance referred to in Item 12 of Schedule 1).
- 8.10. After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 8.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 8.11. The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
 - (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.

9. Temporary Suspension

- 9.1. The Grantor may temporarily suspend this Concession if, in the opinion of the Grantor, there is a temporary risk to public safety or the safety of the Department's staff or the safety of other Concessionaires whether arising from natural events such as earthquake, land slip, volcanic activity, or flood or whether arising in any other way including the activities of the Concessionaire, its employees, clients or invitees.
- 9.2. If in the opinion of the Grantor the activities of the Concessionaire are having or may have an adverse effect on the environment and the Grantor is of the opinion that the effect, including a cultural effect, can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, the Grantor may suspend this Concession until the Concessionaire remedies, avoids or mitigates the adverse impact to the satisfaction of the Grantor.
- 9.3. The Grantor may suspend this Concession while the Grantor or any other enforcement agency investigates any of the circumstances contemplated in clauses 9.1 and 9.2. The Grantor may also suspend this Concession while the Grantor or any other enforcement agency investigates any:
 - (a) potential breach of the terms of this Concession, or
 - (b) possible offence by the Concessionaire, its directors, employees or agents under the Conservation Act 1987, or any of the Acts mentioned in the First Schedule of that Act, or
 - (c) possible offence by the Concessionaire, its directors, employees or agents under any other Act relevant to the Concession Activity.
- 9.4. Suspension for the reasons in clauses 9.1 or 9.2 may, at the sole option of the Grantor be either immediate or after such time as the Grantor allows. Suspension for a reason in clause 9.3, unless in the Grantor's opinion there is an exceptional reason warranting an immediate suspension, may only occur once:
 - (a) the Grantor has advised the Concessionaire of the matter being investigated under clause 9.3; and
 - (b) has given the Concessionaire no less than 5 working days to comment on the matter; and

- (c) either after receiving the Concessionaire's comment or where the Concessionaire has not so commented the Grantor considers suspension is still warranted.

Advice of such suspension may be given to the Concessionaire either orally (followed by a written confirmation as soon as is reasonably practicable) or by notice in writing.

- 9.5. During any period of temporary suspension under clause 9.1 the Concession Fee and Management Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 9.6. The Grantor may suspend the Concession either in whole or in part for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession. Suspension under this clause must not occur where the Grantor had previously suspended the Concession under clause 9.3 for the same incident.
- 9.7. The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of a lawful suspension of the Concession under this clause 9 including loss of profits.

10. Termination

- 10.1. The Grantor may terminate this Concession by 5 working day's notice to the Concessionaire or immediately where a breach of clauses 6.2, 7 or 8.9 has occurred or clause 10.1(d) applies. Advice of such termination may be given to the Concessionaire either orally (followed by a written confirmation as soon as is reasonably practicable) or by notice in writing if:
- (a) the Concession Fee or Management Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b)
 - (i) the Concessionaire breaches any terms of this Concession; and
 - (ii) the Grantor has notified the Concessionaire in writing of the breach; and either
 - (a) If the Grantor considers that the breach is capable of remedy, and requires that it be remedied by the Concessionaire, and the Concessionaire does not rectify the breach in the manner and in the time period notified by the Grantor; or
 - (b) Advises the Concessionaire that the Grantor considers that the breach is not capable of remedy
 - (c) the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the services provided by the Concessionaire are inadequate; or
 - (d) the Concessionaire or any of its directors or employees is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Health and Safety in Employment Act 1992; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Civil Aviation Act 1990; or any other Act relevant to the Concession Activity; or
 - (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
 - (f) there is, in the opinion of the Grantor, a permanent risk to public safety or the environment whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, Land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Document on the part of the Concessionaire.
- 10.2. If the Grantor terminates the Concession under clause 10.1 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.
- 10.3. The Grantor may exercise the Grantor's right under this clause 10 to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.
- 10.4. Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

11. Dispute Resolution

- 11.1 . 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.
- 11.2 . If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree in writing) either party may refer the dispute to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996. The number of arbitrators is to be one and the place of arbitration is New Zealand. Any costs of arbitration are to be shared equally unless the arbitrator determines otherwise.
- 11.3 . 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.
- 11.4 . The arbitrator must include in the arbitration award reasons for the determination.
- 11.5 . The decision of the arbitrator is to be final, subject to any remedies available to either party under the Arbitration Act 1996.

12. Assignment

- 12.1. (a) The Concessionaire is not to 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 other than the Concessionaire) without the prior written consent of the Grantor. The Grantor may in the Grantor's discretion decline any application for consent under this clause.
- (b) 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.
- (c) If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sub licensee, or assignee a covenant to be bound by the terms and conditions of this Document.
- (d) The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- (e) Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

13. Notices

- 13.1 . Any notice to be given under this Document which is required to be in writing will be made by personal delivery, fax or by pre paid post to the receiving party at the address or fax number specified in Item 13 of Schedule 1. Any such notice will 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.

14. Costs

- 14.1 . The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing any variation of it.
- 14.2 . The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

15. Consent

- 15.1 . 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.

16. Compliance

- 16.1 . The Concessionaire will comply where relevant:
- (a) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980 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 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
 - (b) 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.
- 16.2 . The Concessionaire must comply with all conditions imposed by the Grantor in granting this Document and within three working days of a request in writing by the Grantor supply the Grantor with such evidence of compliance.
- 16.3 . 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.
- 16.4 . A breach or contravention by the Concessionaire of any notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity is deemed to be a breach of this Concession.
- 16.5 . The Concessionaire must ensure that any pilot, of the aircraft identified in the Concession document (Schedule 1, Item 3), holds the applicable aviation document and privileges to conduct the Concession Activity under the Civil Aviation Rules and must comply with any Civil Aviation law requirements applying to the Concession Activity.

17. Guarantee

- 17.1 . Where the Grantor has in Item 5 of Schedule 1 required this Concession to be guaranteed by a third party the following clauses are to apply.
- 17.2 . In consideration of the Grantor entering into this Concession at the Guarantor's request the Guarantor:
- (a) guarantees payment of the Concession Fee and the performance by the Concessionaire of the covenants in this Concession; and
 - (b) indemnifies the Grantor against any loss the Grantor might suffer should the Concession be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.
- 17.3 The Guarantor covenants with the Grantor that:
- (a) no release, delay, or other indulgence given by the Grantor to the Concessionaire, to the Concessionaire's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
 - (b) as between the Guarantor and Grantor the Guarantor may, for all purposes, be treated as the Concessionaire and the Grantor is under no obligation to take proceedings against the Concessionaire before taking proceedings against the Guarantor;
 - (c) the guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Concession Fee;
 - (d) any assignment of this Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
 - (e) should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

18. Temporary Closure or Land Exclusion

- 18.1 The Grantor may close access to any part of the Land for management purposes on a temporary basis, and must give notice in writing to the Concessionaire prior to the temporary closure. The Concessionaire must not conduct the

Concession activity in part of the Land that has been closed under this clause until given notice in writing by the Grantor that the temporary closure has been lifted.

- 18.2 The Concessionaire acknowledges that the Grantor in his or her discretion may at any time, on giving prior written notice to the Concessionaire, exclude any area of the Land from the Concession Activity under this Concession where the Grantor considers it is necessary to do so for any reason and the Grantor must notify the Concessionaire of the reason for so doing.
- 18.3 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of any action being taken under Clause 18.1 and 18.2, including loss of profits.
- 18.4 Where in the Grantor's opinion the reason for excluding the area of the Land under clause 18.2 ceases to apply and there is no other reason for continuing to exclude the area from the Concessionaire's use, the Grantor is by notice in writing to the Concessionaire to reinstate the area for use by the Concessionaire under this Concession.

19. Aircraft type

- 19.1 The Concessionaire must only use aircraft specified in Item 3 of Schedule 1 of this Concession Document to conduct the Concession Activity. The Concessionaire must notify the Grantor of any changes to the aircraft make, aircraft model, aircraft registration, or aircraft colour(s) before carrying out the Concession Activity with the changed aircraft.

20. Concessionaire ID

- 20.1 Before commencing the Concession Activity the Concessionaire must obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
- 20.2 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.
- 20.3 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.

21. Other Concessions or Permits

- 21.1 The Concessionaire must ensure that all of their clients or invitees that are undertaking hunting activities hold a valid hunting permit to conduct their activities on the Land.

22. Miscellaneous

- 22.1 Subject to compliance with CAA Rules, the Grantor may at no cost to the Grantor send any officer of the Department of Conservation to observe any of the activities authorised by this Concession for the purpose of assessing the effects of the Concession Activity.
- 22.2 The Concessionaire, hunting guide and/or their client must not shoot or authorise shooting from helicopters except where a wounded animal needs to be dispatched for humane reasons (as described in the Code of Practice Aerially Assisted Guided Hunting; Schedule 5).
- 22.3 The Concessionaire must not carry out, or authorise, any form of hazing, wilful, or reckless ill-treatment of wild animals or animals in wild state of wild animals (being the persecution, harassment or maltreatment of wild animals using a helicopter) (as described in the Code of Practice Aerially Assisted Guided Hunting; Schedule 5).
- 22.4 The concessionaire must not use a helicopter to herd (as described in the Code of Practice on Aerially Assisted Guided Hunting; Appendix 5) wild animals in any situation where that activity would interfere with:
- The safe enjoyment of public conservation land by other users; and
 - The control of wild animals by recreational hunting.
- 22.5 The Concessionaire must ensure they adhere to the Code of Practice Aerially Assisted Guided Hunting August 2013 in Schedule 5. Should this Code be altered then the Grantor may issue a direction that the Concessionaire is to adhere to the changed Code.
- 22.6 This Concession does not confer on the Concessionaire the right to use huts or other public facilities on the Land in priority to other users of the Land.

- 22.7 The Concessionaire must not capture or kill any wild animal with a radio tracking device attached by a neck collar. If an animal with a collar is accidentally killed the collar must be returned to the nearest Department of Conservation Office
- 22.8 The Concessionaire must not discharge a firearm during the hours of darkness or conduct spotlighting operations or use night vision sights or other related equipment.
- 22.9 The Concessionaire does not have priority use of any landing site located on the Land and may only land if such landing site is clear of other users including recreationalists. If other aircraft users are present on the sites the pilot may land only if no hazard is caused and if Civil Aviation Authority regulations are complied with.

23. Review of Concession

- 23.1 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.
- 23.2 The Grantor may at any time, after first consulting the Concessionaire, vary the Concession to give effect to any legislative change affecting the Concession Activity.
- 23.3 Nothing in clause 23.1 or 23.2 otherwise affects the Grantor's rights to vary the Concession under section 17ZC of the Conservation Act 1987.

24. Special Conditions

- 24.1 Special conditions, are set out in Schedules 3, 4, 5.

25. The Law

- 25.1 This Document shall be governed by New Zealand law.

SCHEDULE 3

SPECIAL CONDITIONS

1. The Concessionaire agrees that the Grantor may at any time seek and obtain information for management and or compliance purposes, and when seeking flight following information, may contact direct the third party holder for the original electronically generated data. This information is to be managed to protect commercially sensitive information and confidentiality.

CONCESSIONAIRES OBLIGATIONS

2. Return Information

- 2.1 The Concessionaire must submit to the Grantor an activity return in the form set out in Schedule 4 within 7 working days of the end of April and August (refer Schedule 1, Item 9). Once received by the Department, individual returns are to be amalgamated to preserve confidentiality for reporting purposes. The Department may utilise this information to assess the intensity of the activity across the landscape, to inform management planning and to provide reports to the public.
- 2.2 The Concessionaire must submit an electronic file in either gpx or xls format at the same time as the activity return form and this is to set out the GPS records of all trophy animals killed and recovered. This file is to be emailed to canterburyconcessions@doc.govt.nz.

3. Tracking Data

- 3.1 The tracking data referred to in this clause are for the purpose of compliance and are to be retained by the Concessionaire
 - 3.2 Subject to the Official Information Act the Grantor must not supply the information referred to in clauses 3.3, 3.4 and 3.6 of Schedule 3 to any third party other than any relevant regulatory or enforcement agency, the information having been provided pursuant to an obligation of confidence under the Act.
 - 3.3 The Concessionaire must record continuous electronic GPS generated tracking of flight paths at ten second intervals, and must record all GPS waypoints of animals killed while conducting the Concession Activity and must retain such data.
 - 3.4 The Concessionaire must on being given 3 working day's notice enable the Grantor to inspect such flight track records at the Concessionaire's address stated in Schedule 1 Item 13. The Grantor may conduct a spot check on such records after giving the Concessionaire 24 hour's notice of the spot check, in which case the Concessionaire is to enable the Grantor to so inspect the records at the above address.
 - 3.5 If the Concessionaire refuses without good reason to supply a flight track record to the Grantor then the Concession can be suspended pending compliance. In the event of any outage or malfunction of the electronic monitoring systems, the Concessionaire must manually record the flight track and provide a copy of this for inspection on the same terms and conditions as apply to the electronic data.
 - 3.6 The Concessionaire must commence and must not turn off the recording of the electronic GPS generated tracking of the flight path from the time the Concessionaire commences the flight with the client(s) and any guide until the client(s) and any guide are returned to the point of commencement or to the Concessionaire's base.
 - 3.7 In addition to the GPS recording the tracking of the flight path, the Concessionaire must also have installed and operate a flight following device (eg: spydertrack, tracplus or other similar device approved by the Grantor). The device must be set at a rate of 1 blip per three to five minutes. The Concessionaire must on being given 3 working day's notice enable the Grantor to inspect such records at the Concessionaire's address stated in Schedule 1 Item 13.
 - 3.8 The Grantor may conduct a spot check on such third party records after giving the Concessionaire 24 hours notice of the spot check, in which case the Concessionaire is to enable the Grantor to so inspect the records at the above address. If the Concessionaire refuses without good reason then the Concession can be suspended pending compliance.
 - 3.9 The Concessionaire must commence and must not turn off the flight following device from the time the Concessionaire commences the flight with the client(s) and any hunting guide until the client(s) and any guide are returned to the point of commencement or to the Concessionaire's base.
 - 3.10 The Concessionaire must store the original electronically generated data from each flight stored in *gpx* format and must retain such data. The Concessionaire must on being given 3 working day's notice enable the Grantor to inspect such records at the Concessionaire's address stated in Schedule 1 Item 13. The Grantor may conduct a spot check on
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such records after giving the Concessionaire 24 hour's notice of the spot check in which case the Concessionaire is to enable the Grantor to so inspect the records at the above address. If the Concessionaire refuses without good reason then the Concession can be suspended pending compliance.

- 3.11 The Concessionaire, when requested by the Grantor, must supply to the Grantor details of the Concession Activity within the timeframe and manner specified by the Grantor at the time of the request.

4. Culling

- 4.1 The Concessionaire is to cull 5 female or juveniles for every trophy of killed and recovered either where that trophy was taken from a national park or wilderness area, or where Option 2 of Schedule 1, Item 7 is chosen, across all public conservation land. This culling is an environmental contribution in accordance with Schedule 1, Item 7. Notification of the numbers of animals so culled and the GPS waypoint location of each culled animal is to be supplied to the Grantor by 9 February annually.
- 4.2 The time periods set out in Item 1 of Schedule 1 do not apply to this culling requirement.
- 4.3 All environmental contributions are to be completed in consultation with the Grantor in accordance with the following process.
- 4.4 On 1 July of each year the Grantor will publish annual Operational Plans for Tahr Control setting out areas of concern - high density sites, control/management work that needs to be completed, and control priorities for those locations, as per the Himalayan Tahr Control Plan (1993) or any replacement plan. The Grantor must supply the Concessionaire with a copy of these Operational Plans.
- 4.5 Upon receiving the Operational Plans the Concessionaire must liaise directly with the Grantor on what section(s) of the Operational Plans they wish to complete, this is to include setting agreed control targets and completion dates. The Grantor is to then issue a direction in writing setting out the required environmental contribution to be undertaken by the Concessionaire.

5. Pounamu (concessions within pounamu areas)

- 5.1 The Concessionaire acknowledges that pounamu is under the ownership of Te Rūnanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu Vesting) Act 1997. No pounamu may be removed or recovered by the Concessionaire. Where any pounamu is found by the Concessionaire, they are requested to immediately notify the Pounamu Management Officer of Te Rūnanga o Ngāi Tahu, Bill Doland, Te Rūnanga o Ngāi Tahu, P O Box 90, Keogan Rd, Hokitika.
- 5.2 The Concessionaire is requested to ensure that any interpretation provided to its clients on Ngāi Tahu historical, spiritual, or cultural association with pounamu or any pounamu area is entirely consistent with the Ngāi Tahu Pounamu Resource Management Plan or any Department produced interpretative material. The Concessionaire should notify the relevant Papatipu Rūnanga if they are using the above information, as a matter of courtesy.
- 5.3 Where the Concessionaire wishes to provide clients with information not contained in these sources, which relate to Ngāi Tahu historical, spiritual or cultural association with pounamu or any pounamu area, then the Concessionaire is requested to consult with the local Papatipu Runanga before using any other information to ensure such information is both appropriate and accurate.

Note: The Department of Conservation is to provide the Concessionaire with the contact details of the relevant Papatipu Rūnanga, in relation to this clause.

6. Other

- 6.1 Where the concession activity includes the use of aircraft and the Grantor believes that the effects of aircraft noise should be further reduced, the Grantor may, by notice issued prior to 1 October 2013, require the concession holder to undertake measures to minimise the effects of noise on conservation values and/or become accredited to a recognised noise abatement and disputes resolution programme. If such notice is given by the Grantor, the concession holder will have 3 months to provide proof that such accreditation has been completed and will then be required to keep their participation in that programme or training current until the end of the term of the concession.
- 6.2 The Concessionaire may take photographs relating to the hunt at the hunting site but may not undertake any additional landings for photography purposes.
- 6.3 This Concession does not confer on the Concessionaire the right to take additional capes; separate approval from the Grantor must be obtained to take capes.

- 6.4 The Concessionaire must, on request during each year of the Term, provide to the Grantor information relating to their observations of tahr and chamois numbers, locations where there are groups of greater than 10 animals, and areas of obvious habitat damage (trampling or browse).

SCHEDULE 4

AERIALY-ASSISTED TROPHY HUNTING ACTIVITY RETURN FORM

Company:

Concession number:

Date	Aircraft Registration	Guiding Company and Name of Guide(s)	Number of trips per client per day	Number of Hunting Clients	Number of Companions	Sex and Species of each trophy animal killed and recovered	Waypoint Number	Electronic record attached (YES / NO)
21/03/2011	ZK-HZZ	ABC Trophy Hunting Jack Jones (guide)		1	1	Male tahr Female chamois	001 002	YES
17/04/2011	ZK-OMG	Western Hunts Ltd, Billy Boy (guide)		2	0	Male tahr Male tahr	003 004	YES

Activity Return Information (from Schedule 3)

The Concessionaire must submit to the Grantor an activity return in this form within 7 working days of the end of April and August (see schedule 1). Once received by the Department, individual returns are to be amalgamated to preserve confidentiality for reporting purposes. The Department may utilise this information to assess the intensity of the activity across the landscape, to inform management planning and to provide reports to the public.

The Concessionaire must submit an electronic file in either gpx or xls format at the same time as the activity return form and this is to set out the GPS records of all trophy animals killed and recovered. This file is to be emailed to canterburyconcessions@doc.govt.nz.

Schedule 5

Code of Practice Aerially Assisted Guided Hunting



August 2013

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Introduction

Trophy hunting and aircraft have been intertwined for over 20 years and is recognised in the Himalayan Thar Control Plan 1993 (see pge13). Over time tourism and guided hunting in New Zealand has evolved to cater for a more globally competitive market place and an increase in client sophistication and expectations.

Many AATH concession holders are members of the New Zealand Professional Hunting Guide Association (NZPHGA) as well as many have sat on their executive. It is the aim of senior members in the NZPHGA and the helicopter industry to improve standards and provide a consistently high level of professional service to all who visit New Zealand to hunt.

In absence of any official NZPHGA Code of Practice (CoP) this document maintains that process of improvement to ensure that those who use helicopters in guided hunting follow long standing accepted hunting and killing practices, and prevent any wilful or reckless ill-treatment of animals in the wild.

The outcome of this Code of Practice is to provide pragmatic tools to concessionaires, guides, and pilots by establishing effective guidelines and installing mitigation processes that this important tourism based hunting industry can utilise, without creating further administrative burden.

Environmental management and minimising of effects upon recreational users on public conservation land is acknowledged as being important to the sustainability and long term viability of aerially assisted guided hunting in New Zealand.

Concessionaires acknowledge the necessity to be pro-active in addressing any possible contentious social issues that may have been created by this activity. Since this Code of Practice was put in place a number of years ago, many recognise that any adverse negative perceptions/issues have rapidly diminished, including complaints. This is because the industry has been reviewing its CoP annually with the industry continuing to make improvements.

It is important there is a clear understanding of the issues and effects generated by this activity as they may be either perceived or actual, however, all require affirmative action. The effects from the activity are addressed under **Guidelines for Effects Minimisation**, they are:

- Noise
- Emissions
- Waste
- Visual

It is important that the New Zealand public has confidence in aerially assisted guided hunting as a commercial activity on public conservation land. It is essential that any contentious issue raised by the public are addressed. Engaging with the public and allowing them the opportunity to learn and understand industry practices will only benefit professional guided hunting long term and diminish conflict. The CoP industry Best Practice through a series of standard operating procedures and a cycle of improvement contained within **Operational Management and Conduct Guidelines**, these are:

- Building Standard Operating Procedures
- Responsibilities
- Herding and hunting ethics
- Brand management & sustainability
- Awareness and Training
- Handling Complaints

Pre - flight planning of hunting operations with regards to minimising effects on public conservation land can only have a positive outcome for both the customer undertaking the activity and the public conservation land recreational user. It is this simple principle that underpins the philosophy of the Code of Practice.

The information presented in this document sets minimum baselines that the concessionaire will follow. The concessionaires through training, awareness, and review will encourage a cycle of improvement within their own businesses. When the baselines are blended with existing industry knowledge and lessons learnt, then internal Best Practice is expected to exceed any minimums set out in the CoP.

It does not matter if the concessionaire is a helicopter operator or hunting guide, they will automatically have regard for all CAA regulations. *It is important that a statement of compliance is inserted into their aircraft operator's CAA exposition for future reference. By completing this simple action means CAA will, upon their regular audits, ensure that aircraft operator named in the concession have complied with this Code of Practice.* This action then negates the need for any other secondary organisation to perform costly and additional audits. The concessionaire is also encouraged to incorporate training requirements into this same CAA process.

Safety Notice

The intent of mitigation and/or reduction of effects described in the CoP is to be delivered in an honest and conscientious manner by the concessionaire and/or staff. However, delivery is regarded as industry best practice, therefore must be treated as advisory guidelines. If any operational demands of the activity or flying techniques become in conflict with the aircraft being operated in a safe manner, then all CAA safety-related procedures will take precedence over this COP.

The concessionaires will already have in place their own health and safety manuals for clients and staff, and contractors to follow. Any safety briefings to staff, guides, and clients are beyond the scope of this CoP, and must be complied with under the Health & Safety in Employment Act (1992).

Guidelines for Effects Minimisation

Noise Impacts & Effects mitigation

Aerially assisted guided hunting needs to be taking a proactive approach in minimising the environmental footprint of this activity on public conservation land – managing the effects from noise on public conservation land is a key part of this process.

Noise abatement procedures are designed to lessen the impact of aircraft noise on communities. These procedures depict or describe geographic areas to avoid, approach and departure flight paths to follow. Noise abatement procedures may specify rate of climb, altitude restrictions, or power settings. It is the intent of the concessionaire to where possible comply with internationally recognised noise abatement techniques.

Concessionaire will have already adopted the Fly Neighbourly program which promotes helicopter noise abatement operations. This comprises two parts and is available through the following link:

<http://www.rotor.com/portals/12/Fly%202009.pdf>

<http://www.rotor.com/NoiseAbatementProcedure/tabid/926/Default.aspx>

These are internationally robust aircraft guidelines to provide specific manufacturers procedures for individual aircraft. It is expected that concessionaires will have already installed the above documents into their training and awareness programme for all staff and any helicopter operations.

For further support; the Helicopter Noise Abatement Training computer based program is available from the HAI website:

<http://www.rotor.com/Default.aspx?tabid=775>

The concessionaire will ensure that the aircraft operator named in the concession document will already be compliant with the Fly Neighbourly programme.

It is important that evidence to support these programmes are readily available to relevant clients, regulatory organisations, and other agencies, as well as promoted with the public in general.

Emissions mitigation

Current available technology is at best limited or does not yet exist to substantially decrease carbon foot print emissions of helicopters. However, the International Air Transport Association (IATA) is working with the New Zealand aviation industry to achieve carbon neutral growth in the medium term and has outlined a vision to build a zero emissions aircraft within the next 50 years.

It will be the intent of this Code of Practice and any future revisions to encourage the uptake of technologies to reduce carbon emissions foot prints as they become available. Enabling any progressive uptake still needs to be implemented in a financially sustainable manner and adopt a common sense approach.

In the meantime, by adopting a culture of robust pre-flight planning, matching client groups with aircraft, or gps technologies to select more efficient flight routes, will all enhance the concept of active emission foot print reduction by the concessionaire on public conservation land.

Aircraft with increased fuel endurance options will minimise the requirements for fuel ferry flights. Where possible these aircraft types and options should be selected.

Twin engine aircraft create more emissions and the concessionaire will select aircraft on suitability and emission rating values rather than convenience.

Waste mitigation

For all New Zealanders the disposal of waste in an environmentally conscious manner is of importance. It is a requirement of this Code of Practice that the NZ Environmental Care Code is adhered to at all times. This is available at the link below.

<http://www.doc.govt.nz/upload/documents/parks-and-recreation/plan-and-prepare/environmental-care-code/environmental-care-code-checklist.pdf>

It is a requirement of this Code of Practice that the NZ Water Care Code is adhered to at all times.

This is available at the link below.

<http://www.doc.govt.nz/parks-and-recreation/plan-and-prepare/care-codes/nz-water-care-code/>

Refuelling of Aircraft: where remote refuelling does occur:

- A spill kit must be present at all times,
- A fire extinguisher must be present on site,
- Refuelling operations shall not occur within 50 meters of any waterway,
- Any spill incident shall be reported to the appropriate authority as soon as is practicable.

Carcass Disposal: where trophies can be skinned, gutted, or processed in the field:

- No skinning, gutting, or processing, will occur within 50m of any waterway,
- No skinning, gutting, or processing, will occur within 100m of any recognised track,
- No skinning, gutting, or processing, will occur within 500m of any recognised DOC hut, bivvy, or formal shelter.
- The same rules set out above apply for leaving any skin, offal, or carcass in the field.

Visual mitigation

Concessionaire must be aware that they are under constant scrutiny and need to show consideration to other recreational users on public conservation land. When undertaking the activity the concessionaire shall:

- Attempt to avoid flying long the ridge line of main mountain ranges where the noise effect is across two catchments rather than one.
- Attempt to avoid overflying or flying alongside well known high use walking tracks.
- Fly-overs to assess recreational activity in a catchment can in itself create conflict as well as increases noise impacts in remote locations. These practices should be avoided.
- Attempt to avoid all known huts and campsites remaining at least 500 ft above the building and in line with CAA practice. Fly-over to check occupancy can in itself create conflict between recreational users and the industry and should be avoided. The assumption will be that the hut or campsite is occupied.

- When hunting and recreational users are visually located on the hill the 1st option will be to move quickly to another area. A 2nd option could be altitudinal separation but only at the right location(s).
- After considering flight safety options, the ferrying of carcasses in a pod or have trophies collected by road from a close drop-off point should be considered as opposed to carrying them as a sling load over long distances.
- The industry recognises that while most recreational users wear bright coloured clothing in the field, most hunters today wear camouflaged clothing and can be particularly difficult to see. Therefore, other forms of mitigation are required to address the camouflaged clothing issue.

Operational Management and Conduct Guidelines

Building Standard Operating Procedures (Best Practice) & and cycle of improvement

Execution of this Code of Practice is aimed at reducing the effects and impacts produced by this activity on public conservation land. To achieve this goal the concessionaire will implement as broad-based a range of internal standard operating procedures (Best Practice) to mitigate effects.

Standard operating procedures will be reviewed at the end of each hunting season (if not before) and will look at current best practise for effects mitigation, the complaints registers, operational performance, lessons learnt, and training. By completing this process the industry will automatically default to a cycle of improvement and will over time enhance sustainability and reduce adverse effects on public conservation land - perceived or otherwise.

Responsibilities

The concessionaire will ensure at the start of each season that all personnel/staff understand the key components of the CoP, undertake relevant training, and explain how the CoP is put into practice in the field.

Either the concessionaire or one of their personnel will have the overall responsibility of championing the CoP effects minimisation program, document issues/problems for review, and ensure the business maintains a cycle of improvement.

The concessionaire has a responsibility to engage with local government, DOC, CAA, and other relevant organisations in a positive manner, promoting industry integrity, and where necessary Implement improvements.

The practice of herding trophy game animals and hunting ethics.

When undertaking this activity there is a requirement for low level searching and at times the herding of game animals in a wild state using a helicopter. Low level searching and herding is common place in the South Island high country and is not just isolated to aerially assisted guided hunting. These are well accepted practices used by the farming industry and are accepted to

muster/move livestock. *The actual practice of herding animals in the South Island high country using a helicopter is well understood and is a long standing accepted practice by the rural sector.*

Any time limited herding is required to be used by the pilot during an AATH hunt, the aircraft is not to cause wilful or reckless ill-treatment of any wild trophy animal. The industry deems this as hazing which it has banned. There are clear accepted practices by the rural sector of what is herding of an animal in a wild state by a helicopter and what is deemed reckless or ill treatment.

Apart from the use of limited herding using a helicopter the concessionaire must also have regard to client's own cultural hunting ethics. Each client's personal requirements and expectations will differ and need to be assessed by the concessionaire during pre-hunting planning. Another important task (for health & safety) is assessing client physical ability when in remote and difficult terrain. For these reasons the concessionaire will maintain the following minimum standards:

- The same accepted practices and standards used to muster sheep or deer in the South Island high country using a helicopter will be the same standards used by concessionaire to herd game animals if ever required.
- When undertaking any limited herding the pilot must not operate the helicopter in a manner that places the trophy game animal under any adverse duress. This means any reckless or wilful ill-treatment of an animal in wild state.
- Hazing (to persecute, harass, or maltreat any game animal using a helicopter) is not recognized as a legitimate practice and is therefore banned under this code of practice.
- Under animal welfare regulations the activity is classed as "*hunting of game animals in a wild state*". For this reason the industry accepted practice will be to humanely and quickly kill the trophy game animal by the client (hunter) using a large calibre hunting rifle or bow.
- A professional hunting guide will support the client to ensure all reasonable steps will be taken to kill the game animal humanely, and if accidentally wounded then the animal is located and dispatched as quickly as possible by the client and/or guide.
- The shooting of game animals by a client from the helicopter is not condoned when undertaking this activity on public land, and is therefore banned. The only time this would occur is if a wounded animal needed to be dispatched quickly. This task would normally be completed by the professional hunting guide on board the helicopter.
- The guide onboard the aircraft will monitor the client's health and safety at all times and take all practical steps to ensure the welfare of the client when operating in more remote and difficult terrain.

Brand management & sustainability

Brand management is vital for the long term future of this commercial activity on public conservation land. Aerially assisted guided hunting has been regarded as a contentious commercial activity on public conservation land.

AATH and its effects are perceived by some recreational users as intrusive, on the other hand the helicopter has a critical role to the success of tourism based guided hunting in this country - especially the ability to allow less fit/older clients to access remote locations. This means there is a need to align client satisfaction and expectation with that of the New Zealand general public.

The concessionaire through the CoP will work toward two milestones in an effort to support and maintain brand management.

1. Improve standards (Best Practice) and minimise effects so the Department of Conservation classes this commercial activity as a “Conforming concession”. This means the activity is well understood and along with its effects, and the public can have confidence in the business and the level of professionalism long term.
2. The concessionaire to be granted a “DOC Approved label” which can then be used in future marketing campaigns. The label symbolises the significant contribution to tourism and recreation a business makes to conservation in New Zealand – aerially assisted guided hunting businesses need to achieve this accreditation.



Environmental management and sustainability are all important parts of developing a successful tourism based brand. As part of this process the concessionaire will use Envirostep and its tools to assist with the management of its environmental foot print.

The link is: <http://eco-verification.med.govt.nz/envirostep/>

Envirostep is a free, entry-level environmental management tool for small to medium enterprises (SMEs) in New Zealand. It was developed by the Ministry of Economic Development in collaboration with a number of other contributors and provides users with:

- An environmental performance score & profile.
- Recommendations (to reduce operating costs, environmental impacts & risk).
- An action plan (to implement selected recommendations).
- Over 300 links to other environmental tools, service providers & further information.

SME's using Envirostep will get a better understanding of their environmental issues and opportunities, and the practical steps they can take to manage them. It should also help SME's progress to more sophisticated tools and certification schemes should they so wish.

It is the intent of the concessionaire to use the Envirostep tools and promote the concept improving environmental management and sustainability within their business.

Awareness and Training

To ensure compliance with this Code of Practice there will need to be a robust training and education program for all staff including pilots. It is expected that a concessionaire will already have relevant training in place therefore in most cases only minor modifications will be required to comply with this CoP. All training with personnel will be documented. Maintaining training records is already a mandatory task under health and safety legislation.

The concessionaire will ensure all staff are aware of this Code of Practice and how the effects mitigation policies will be applied. This will include the distribution of associated guidelines (Best Practice) as well as promoting a culture of environmental awareness.

The concessionaire will ensure staff when using vehicles adopt good driving habits which will reduce their environmental footprint.

Handling Complaints

The Code of Practice offers techniques to minimise effects to other recreational users on public conservation land, however, history shows that this activity is likely to generate complaints because of the competition over wild animal resource access. This means some form of complaint is inevitable especially when sharing a location with recreational hunters. How a concessionaire manages the complaint process then becomes important.

Every recreational user has a different perspective of the interference a helicopter creates if operating in their location. Mitigation of this perceived interference and impact is not simple. Some people become annoyed simply by being over flown even if the distance is legally acceptable.

In this situation a call to CAA or DOC with a complaint is likely to lead to the person being told the aircraft was not in violation of any regulation, therefore, no further action will be taken. The result can be an angry, frustrated member of the public.

The helicopter and guided hunting industry has a very real interest in assuring all complaints are appropriately addressed; maintaining open dialogue with the public, and when possible satisfy the complainant.

If a complaint is received from a member of the public the following actions will be taken:

- Log the complaint in the Complaints Register. Listen carefully to the person and take down as many details as possible to learn what the complaint is about, why it has occurred, and who from. Understand the complainant's point of view as merely listening politely can improve the situation.
- Review and evaluate the information collected. Identify the issues and if any breaches of the COP or the concession document has occurred. Decide on a course of action which could include changes to operating practices (best practice improvements)

- Respond formally to the complainant. Tell him/her what has been learnt, and what is being done to prevent the situation from recurring. Or if no action is required thank them for their concerns and acknowledge that they have been noted.
- Install the necessary changes, update any SOP, and document the outcome in the Complaints Register.
- Most importantly the person dealing with the complaint will be professional, polite, and sincere when dealing with the member of the public.

If a complaint is received from DOC or CAA the following actions will be taken:

- Log the complaint in the Complaints Register. Listen carefully and take as many details as possible to learn what the complaint is about, why it has occurred, and who from.
- Review and evaluate the information from the crown agency. Identify the issues and if any breaches of the CoP or the concession document has occurred in your opinion. Decide on a course of action which could include changes to operating practices. Respond to any information requests in a timely manner.
- Respond formally to the crown agency. Tell him/her what has been learned, and what is being done to prevent the situation from recurring. Seek legal advice only if there is a conflict in interpretation of outcomes. Convey that information.
- Install the necessary changes, update any SOP, and document the outcome in the complaints register.

The best way to handle complaints is to avoid them in the first place. If a problem with a certain operation is anticipated, the concessionaire will install additional mitigation procedures and/or contact the affected parties in advance.

Explain to the affected party about the purpose of the activity, timing, and duration as this action is likely to avoid conflict. The use of a simple courtesy call or email is the preferred option for reducing conflict initially. Evaluation of the response will determine if any further mitigation will be undertaken.

Acknowledgements & References

Animal Welfare Act 1999, found at

<http://www.legislation.govt.nz/act/public/1999/0142/latest/DLM49664.html>

CAA regulations and CAA safety-related procedures. Found at

<http://www.caa.govt.nz/>

Department of Conservation “Conforming concession” Found at

<http://www.doc.govt.nz/about-doc/concessions-and-permits/concessions/>

Health & Safety in Employment Act (1992). Found at

<http://www.legislation.govt.nz/act/public/1992/0096/latest/DLM278829.html>

NZ Environmental Care Code. Found at

<http://www.doc.govt.nz/upload/documents/parks-and-recreation/plan-and-prepare/environmental-care-code/environmental-care-code-checklist.pdf>

NZ Water Care Code. Found at

<http://www.doc.govt.nz/parks-and-recreation/plan-and-prepare/care-codes/nz-water-care-code/>

Ministry of Economic Development Envirostep. Found at

<http://eco-verification.med.govt.nz/envirostep/>

Environmental Code of Practice for WARO Helicopter Operators. Produced by Mt Hutt Helicopters Ltd for South Island Animal Recovery Operators Association. Contact Mt Hutt Helicopters at

<http://www.mthutthelicopters.co.nz/Contact-Us/default.asp>

The Fly Neighbourly Guide is available at the following links: Found at

<http://www.rotor.com/portals/12/Fly%202009.pdf>

<http://www.rotor.com/NoiseAbatementProcedure/tabid/926/Default.aspx>

The Helicopter Noise Abatement Training Program. Found at

<http://www.rotor.com/Default.aspx?tabid=775>